AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk's office during normal business hours. Such Documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager's Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 7, 2009 - 5:00 P.M.

5:00 P.M. SESSION CANCELLED – NO ITEMS OF BUSINESS

(REGULAR MEETING TO BE ADJOURNED TO 7:00 P.M.)

Next Resolution # 4595
Next Ordinance # 1428
AGENDA
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COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 7, 2009 - 7:00 P.M.

Next Resolution # 4595
Next Ordinance # 1429

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION — Bishop Craig Layne, Church of Jesus Christ of Latter Day Saints

PLEDGE OF ALLEGIANCE — Council Member Carl Jacobson
PRESENTATIONS

a. Proclamation declaring April 22, 2009 as Denim Day in recognition of April 2009 being Sexual Assault Awareness Month.

b. Proclamation declaring the week of April 12th through 19th as National Library Week.


d. Presentation of the Flex your Power Award for Excellence in Water Efficiency to the City of El Segundo by Steven Bradford with SCE.

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action regarding recommendations from the Environmental Committee on options for sustainable and green building standards in the City of El Segundo. (Fiscal Impact: None)

Recommendation – (1) Receive and file Report; (2) Approve recommendations for implementation of Options C, D and E; (3) Alternatively, discuss and take other action related to this item.
E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made the item(s) will be considered individually under the next heading of business.

2. Warrant Numbers 2570727 to 2571063 on Register No. 12 in the total amount of $1,053,112.77 and Wire Transfers from 3/07/09 to 3/26/09 in the total amount of $2,106,787.44.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recommendation – Approval.

4. Consideration and possible action to adopt a resolution supporting SB 696 (Wright), a bill stating the Legislature’s intent to enact legislation to ensure availability of sufficient credits for the South Coast Air Quality Management District (SCAQMD) to issue permits for essential public services and new clean efficient power plants. (Fiscal Impact: None)
Recommendation – (1) Adopt the attached resolution supporting SB 696; (2) Authorize legislative advocacy efforts to promote passage of the bill; (3) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding the adoption of Ordinance No. 1428 to approve an amendment to the contract between the Board of Administration of the California Public Employees’ Retirement System (CalPERS) and the El Segundo City Council providing Section 21548 (Pre-Retirement Option 2W Death Benefit) for the City’s Local Safety Members. (Fiscal Impact: Increase in the Total Safety Employer Rate of 0.243%.)
Recommendation – (1) Second Reading by Title Only and Adoption of Ordinance No. 1428; (2) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action regarding approval of revised Class Specifications for the classifications of Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker and approval of the examination plan for Accounting Technician. (Fiscal Impact: None)

Recommendation – (1) Approve the proposed Class Specifications for Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker; (2) Approve the proposed Examination Plan for Accounting Technician. (3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding approval to piggyback on the National Joint Powers Alliance (NJPA) contract # 011707 to purchase modular ergonomic furniture and storage from Tangram Interiors for the Planning and Building Safety Department. – Approved Capital Improvement Program. (Fiscal Impact: $42,350)

Recommendation – (1) Recommend that City Council waive the formal bidding process per the Municipal Code, and approve the City’s use of National Joint Powers Alliance (NJPA), competitively solicited Contract # 011707, for furniture with Steelcase (manufacturer) and issuance of purchase orders to the authorized distributor/installers Tangram Interiors, in the amount of $38,500 plus a 10% contingency for unanticipated expenses; (2) Alternatively discuss and take other action related to this item.

8. Consideration and possible action regarding approval of a comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers’ Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691.)

Recommendations – (1) Approve the Comprehensive Memorandum of Understanding; (2) Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney; (3) Alternatively, discuss and take other action related to this item.
9. Consideration and possible action regarding awarding a contract to G&G Specialty Contractors, Inc. for construction related to Group 32 (24 homes) and Group 33 (28 homes) of the City’s Residential Sound Insulation Program (Project Nos. RSI 09-04 and RSI 09-05). (Estimated construction costs and retention: $948,172 and $661,072)

Recommendation — (1) Determine that the bid from California Averland Construction, Inc. is non-responsive; (2) Award contracts to G&G Specialty Contractors, Inc. for Groups 32 and 33; (3) Authorize the City Manager to execute contracts in a form approved by the City Attorney; (4) Alternatively discuss and take other action related to this item.

10. Consideration and possible action regarding the execution of an agreement with the State of California Franchise Tax Board for the sharing of business tax information. (Fiscal Impact: $0.00)

Recommendation — (1) Authorize the City Manager to execute and approve the State of California agreement C08700215; (2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS — CITY MANAGER

H. REPORTS — CITY ATTORNEY

I. REPORTS — CITY CLERK

J. REPORTS — CITY TREASURER

K. REPORTS — CITY COUNCIL MEMBERS
Council Member Brann –

Council Member Fisher –

Council Member Jacobson –

Mayor Pro Tem Busch –

Mayor McDowell –

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MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:
DATE: April 1, 2009
TIME: 2:30 p.m.
NAME: 

[Signature]
Proclamation

City of El Segundo, California

WHEREAS, The United States Government has declared April as “Sexual Assault Awareness Month” and Peace Over Violence has declared April 22, 2009 as “Denim Day” in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minutes, someone in America, is sexually assaulted, approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported sexual assaults; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of El Segundo City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California.

NOW, THEREFORE, on this 7th day of April, 2009, the Mayor and the Members of the City Council of the City of El Segundo, California, do hereby proclaim the month of April 2009 as Sexual Assault Awareness Month, designate April 22, 2009 as Denim Day, and encourage our citizens to wear jeans on Wednesday, April 22nd, to help communicate the message that there is no excuse and never an invitation to rape.

Mayor Kelly McDowell

Mayer Pro Tem Eric H. Pausch
Counsel Member Carl Jackson
Counsel Member Bill Fisher
Counsel Member Don Brown
WHEREAS, our nation's school, academic, public and special libraries make a difference in the lives of millions of Americans, today, more than ever; and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, libraries are part of the American Dream - places for opportunity, education, self-help and lifelong learning; and

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend; and

WHEREAS, libraries play a vital role in supporting the quality of life in their communities; and

WHEREAS, libraries can help you discover a world of knowledge, both in person and online, as well as personal service and assistance in finding what you need, when you need it; and

WHEREAS, libraries are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the "digital divide"; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week with The Campaign for America's Libraries.

NOW, THEREFORE, on this 7th day of April, 2009, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the week of April 12th through 19th as National Library Week and encourage all residents to visit the library this week to take advantage of the wonderful library resources available and thank their librarians and library workers for making information accessible to all who walk through the library doors.

Mayor Kelly McDowell
Mayor Pro Tem Erin K. Busch
Council Member Carl Johansen
Council Member Bill Fisher
Council Member Don Boree
Water Reliability 2020

Creating sustainability for our future

West Basin Municipal Water District
Water Reliability 2020

- What is Water Reliability 2020?
- Why do we need it?
- How will we do it?
- What are the benefits?

Sponsored by West Basin Municipal Water District
What is Water Reliability?

- By 2020, we will control 66% of our water supply locally
- No more dependence on water supply fluctuations of politics, weather, competing interests or environmental restrictions

2020  Today
Local Control
Why do we need WR 2020?

- Reoccurring droughts with more negative impacts
- Growing state population
- State water system designed to serve 18 million serving 37 million, soon serve 50 million
- Environmental pumping limitations, now and more in the future
- Lack of climate change adaptation
- Broken state water hub in Bay Delta subject of earthquakes/floods that could interrupt water south for up to 2 years
- Growing challenges on the Colorado River – population & climate change
How will we do it?

- We will triple our recycling efforts
- We will double our conservation program
- Increase our water education programs
- Add ocean water desalination
What are benefits of WR 2020?

- Improved reliability for sustainable cities
- Prevention of water shortage rationing
- Drought protection
- Emergency supply
- Guaranteed water for industry/economy
- Reduced energy use
- Costs same as importing water
- Helps MWD
- Helps Bay Delta
Better Water Future!

Local Control:
- 1990: 20%
- Today: 33%
- 2020: 66%

Questions?
PRESENTATIONS

d. Presentation of the Flex your Power Award for Excellence in Water Efficiency to the City of El Segundo by Steven Bradford with SCE.
AGENDA DESCRIPTION:
Consideration and possible action regarding recommendations from the Environmental Committee on options for sustainable and green building standards in the City of El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1) Receive and file Report
2) Approve recommendations for implementation of Options C, D and E and;
3) Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
Attachment A

FISCAL IMPACT: None

Amount Budgeted: $  
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Lauren Mahakian, Senior Administrative Analyst
REVIEWED BY: Greg Carpenter, Planning and Building Safety Director
Dana Greenwood, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

At the December 10, 2008 meeting of the Environmental Committee, the Planning and Building Department presented an informational report on sustainable and green building practices for El Segundo. The purpose of this report was to provide options for the Council to consider for interim or permanent practices and to promote green building practices that will help the City achieve broader sustainability goals.

Cities are addressing green building standards because of the significant effect that building construction has on the environment. A few of the drivers behind implementation of these standards are included in Attachment A.

Research shows that while some cities are adopting their own standards and systems for green building, others are waiting for the State of California to implement statewide standards in 2010. Some cities use incentives to encourage developers to follow green building practices and are moving toward voluntary compliance with anticipated standards.
The Environmental Committee considered several options for implementing interim or permanent green building standards in El Segundo, pending the State of California’s adoption of Mandatory Green Building Standards in 2010:

**Option A.**

This option makes elements of the current (voluntary) State of California Green Building code mandatory for all projects in the City of El Segundo. This would include:

- Solar panel installation requirements (provide conduits for future hook up)
- A Construction and Demolition Ordinance, requiring the owner or builder to provide certification that a minimum of 50% of non-hazardous construction and demolition debris is recycled or salvaged for reuse.
- Required installation of “Energy Star” equipment and appliances.
- Required installation of low-flush toilets, low-flow shower heads, and flow restrictors for faucets.
- Mandated use of bio-swales (landscape elements designed to remove silt and pollution from surface runoff water) as part of the storm water drainage system.

**Option B.**

This is an incentivized program that provides zoning incentives for larger scale projects that meet certain green building standards, such as gold or platinum level Leadership in Energy and Environmental Design (LEED) certification. LEED certification is a green building rating system developed by the US Green Building Council (USGBC) for the design, construction, and operation of high-performance green buildings. LEED is an internationally accepted benchmark.

Zoning incentives could include:

- Expedited permitting, placing projects that commit to green building ahead of projects that do not.
- An increase in allowable Floor Area Ratio.
- A decrease in the required number of parking spaces.

**Option C.**

This option delays implementation of green building standards until 2010 and allows the State to finalize its standards. This will avoid the likelihood of multiple changes to the El Segundo Building Standards.

**Option D.**

Require that all City projects be LEED certified at the Silver level or better. This will help demonstrate the City’s environmental leadership while simultaneously allowing Staff to gain first-hand experience employing Green Building practices.
**Option E.**

Plan, develop, and hold quarterly environmental workshops for residents and developers. The workshops are to provide ongoing, cutting-edge environmental information and technologies. A sample of topics would include:

- Green building design and construction
- Gray water (waste water) reuse systems
- Energy and water efficiency
- Solar energy systems

Currently, no other South Bay City is holding these types of workshops. In preparation for Green Building standards, education is a first requirement at a minimum. In addition, staff would be trained to answer green building questions. Supporting the workshops would be a Green Building Resource Center within City Hall (a kiosk) with guidelines, checklists, process, forms etc. This can be done on the existing facility at City Hall with no cost to the City. In addition, staff would develop a “Go Green” website to support the workshops and prepare developers and residents for impending requirements. Regardless what action the City Council decides, these steps will enhance green building practices.

**Recommendation:**

The Environmental Committee and the Planning and Building Safety Department, make the following recommendations to the City Council:

1. Approve **Option C**, which delays implementation of green building standards until 2010. The Committee considers options A and B premature, since the State will finalize its standards over the course of next year. If the City were to attempt to implement developing standards, it would be faced with updating standards as the proposed standards evolve.

2. Approve **Option D**, which will require all City projects be LEED certified at the Silver level or better.

3. Approve **Option E**, which requires Staff to plan, develop, and hold quarterly environmental workshops for residents and developers. The workshops are to provide ongoing, cutting-edge environmental information and technologies.
Attachment A

Selected Background Information on Green Building Practices

In the United States, buildings and construction account for:

- 72% of electricity consumption
- 39% of energy use
- 38% of all carbon dioxide (CO2) emissions
- 40% of raw materials use
- 30% of waste output (136 millions tons annually), and
- 14% of potable water consumption

There are many benefits of promoting green building practices are:

- Reduce solid waste
- Reduce operating costs
- Enhance asset values and profits
- Improve air, thermal and acoustic environments
- Minimize strain on local infrastructure, and
- Contribute to overall quality of life

In 2000, the US Green Building Council (USGBC) developed the Leadership in Energy and Environmental Design (LEED) green building rating system for the design, construction, and operation of high-performance green buildings. This system is an internationally accepted benchmark. LEED is typically applied to commercial, civic, and high-rise residential projects. The USGBC has developed rating programs for the following building types.

- New Commercial Construction and Major Renovation Projects
- Commercial Interiors
- Existing Buildings Operations and Maintenance
- Core and Shell Developments
- Neighborhood Development
- Schools
- Retail

Another organization that promotes green building standards in the state of California is Build It Green, the result of a merger of the Green Resource Center (est. 1999) and Bay Area Build It Green (est. 2003.). The merger combined the resources of these two successful organizations and furthers the goal of transforming the California building industry to embrace green building practices. Build It Green has developed the Green Point Rated rating system, which is becoming the standard for new single and multi-family residential projects in the state and is designed to be compatible with the forthcoming LEED for Homes Program. Green buildings are sited, designed,
constructed, and operated to enhance the well-being of their occupants, support a healthy community and natural environment, and improve air and water quality.

In July 2008, the State of California's Building Standards Commission adopted a state-wide green building code for all new construction. This is the first of its type in the nation. The code sets targets for site design, energy efficiency, water consumption, framing techniques, diversion of construction waste, material resource conservation, and indoor air quality. The next step is to adopt a revised version of the California Green Building Code in 2010, which will replace many of the voluntary measures with mandatory measures. Currently the voluntary practices serve to educate and raise awareness of options available.
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**TOTAL WARRANTS**: $1,063,112.77
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
03/07/09 THROUGH 03/26/09

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<td>Employee Savings Bond</td>
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<td>Workers Comp Activity</td>
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2,106,787.44

DATE OF RATIFICATION: 4/07/09
TOTAL PAYMENTS BY WIRE:

2,106,787.44

Certified as to the accuracy of the wire transfers by:

Mary M. Robles
Deputy City Treasurer
Date 3/30/09

Deborah Full
Director of Finance
Date 3/30/09

City Manager
Date 3/3/09

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 17, 2009 - 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 5:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present arrived at 5:02 p.m.
Council Member Jacobson - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

None

City Attorney Mark Hensley stated that Council would be meeting in closed session pursuant to items identified on the agenda and that the Government Code §54956.9(b) item was regarding the Bruchelle claim.

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matter
  1. Victoria Golf Course Site (BKK Carson landfill) DTSC NO. I&SE-RAO 05/06
  2. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): - 0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): - 0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): - 0- matter

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 17, 2009 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 7:00 p.m.

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher

PRESENTATIONS

a. Mayor Pro Tem Busch presented a Proclamation announcing March 28, 2009 as “Earth Hour” day in El Segundo.

b. Presentation on water conservation in the West Basin District “Water Reliability 2020” from the West Basin Municipal Water District, Paul Shoenberger, Assistant General Manager – TO BE PRESENTED AT A LATER DATE

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Kelly Watson, Co-Chair Run for Education, spoke regarding upcoming annual Run for Education, Saturday March 28, 8:00 a.m. at the El Segundo High School.

Kevin Collins, spoke regarding Consent Agenda #9, and requested that Council reconsider rejecting all Residential Sound Insulation Bids for Group 31.

Pastor John Svendsen, First Baptist Church, invited the public to the Sunrise Easter Service in Library Park.
A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Council Member Jacobson, SECONDED by Council Member Brann to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

1. Approved Warrant Numbers 2570506 to 2570726 on Register No. 11 in the total amount of $822,079.06 and Wire Transfers from 02/21/2009 to 03/06/2009 in the total amount of $1,192,877.06. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


3. Authorized the Police Department to replace seven vehicles currently due for replacement with six new vehicles. The vehicles are noted in the FY 2008/2009 Equipment Replacement Fund which has been previously approved in the 2008/2009 Council budget. (Fiscal Impact: Not to exceed $150,000) Pursuant to El Segundo Municipal Code § 1-7-11, utilize cooperative purchasing and authorized staff to issue a purchase order using existing City of La Verne, City of Long Beach, and City of Anaheim contracts.

4. Approved award of Contract No. 3918 to Shaw Industries Inc., for the installation of new carpet at the El Segundo Police Department (348 Main Street). (Fiscal Impact: 75,620.91) Authorized the City Manager to execute the contract, in a form as approved by the City Attorney with Shaw Industries Inc., in the amount of $75,620.91 cooperative purchasing using the State of California Contract No. 4-97-72-0008A.

5. Accepted the work as complete for the Stevenson Field Bleachers Upgrade at 339 Sheldon St. – Project No. PW 08-07. (Fiscal Impact: $39,200.00) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office.
6. Approved Change Order Number 4 in the amount of $26,263.09 and accepted the work as complete for the Nash Street/Douglas Street One-Way to Two-Way Street Conversion project from Imperial Highway to El Segundo Boulevard. Project No.: PW07-09. (Fiscal Impact: $1,793,768.20) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office.

7. Authorized City Manager to execute Memorandum of Agreement No. 3919 with the City of Redondo Beach to fund the implementation of the Santa Monica Bay Beaches Bacteria TMDL Implementation Plan. (Fiscal Impact: $1,525)

8. Approved a full-time Administrative Analyst position in the Recreation and Parks Department and approved the examination plan. (Fiscal Impact: $13,000)

9. PULLED FOR DISCUSSION BY MAYOR MCDOWELL.

10. Adopted Plans and Specifications for rehabilitation of Mariposa Avenue from Sepulveda Boulevard to Nash Street and Main Street from Mariposa Avenue to Imperial Highway. Project No.: PW 09-01 (Fiscal Impact: $516,000) Authorized staff to advertise the project for receipt of construction bids.

11. Pursuant to ESMC § 1-7-11 utilized cooperative purchasing with National Joint Powers Alliance (NJPA) contract # 011707 to purchase modular ergonomic furniture and storage from Tangram Interiors for the Human Resources Department and relocated employee break room. – Approved Capital Improvement Program. (Fiscal Impact: $46,750.00)

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Brann to approve Consent Agenda Items 1, 2, 3, 4, 5, 6, 8, 10 and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

9. Consideration and possible action to reject all bids for construction related to Group 31 (23 homes) of the City’s Residential Sound Insulation Program. (RSI 09-01) (Fiscal impact: None) and authorize staff to re-advertise a Notice Inviting Sealed Bids for construction services.

Mark Hensley, City Attorney, gave a brief report.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson, to reject all bids for construction related to Group 31 (23 homes) of the City’s Residential Sound Insulation Program. (RSI 09-01) Authorize staff to re-advertise a Notice Inviting Sealed Bids for construction services. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS
G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY - NONE

I. REPORTS – CITY CLERK - NONE

J. REPORTS – CITY TREASURER – Wished the community a happy and safe St. Patrick’s Day.

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Spoke regarding his meetings with various City Departments and spoke regarding the possibility of implementing a Community Garden.

Council Member Fisher –

12. Consideration and possible action to direct staff to prepare an analysis and recommendation for a Mills Act Property Tax Abatement Program for the City of El Segundo. (Fiscal Impact: none)

MOTION BY Council Member Fisher, SECONDED by Mayor Pro Tem Busch to direct staff to prepare an analysis and recommendation for a Mills Act Property Tax Abatement Program. MOTION FAILED BY THE FOLLOWING VOTE: AYES: MAYOR PRO TEM BUSCH AND COUNCIL MEMBER FISHER; NOES: MAYOR MCDOWELL, COUNCIL MEMBER BRANN AND JACOBSON. 2/3

13. Consideration and possible action regarding a feasibility study to identify changes needed for developing a leaseable restaurant facility at The Lakes Golf Course. (Fiscal Impact: Not to Exceed $30,000.00)

Council consensus to address this item at the Strategic Planning Meeting scheduled for Thursday March 19, 2009, 8:00 a.m., El Segundo Library, Friends of the Library Room.

Council Member Jacobson – NONE

Mayor Pro Tem Busch – Spoke regarding the Arbor Day tree planting along Hughes Way. Also spoke on the construction of the Center Street Learning Garden.

Mayor McDowell – Reminder of the Second Annual Star Party this coming Friday at dusk at Hilltop Park.
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MEMORIALS – Adjourned in memory of Eris Field.

CLOSED SESSION – NONE

ADJOURNMENT at 7:58 p.m.

Cathy Domann, Deputy City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
THURSDAY, MARCH 19, 2009
El Segundo Public Library
111 W. Mariposa Avenue, El Segundo, CA 90245
8:00 a.m.

8:00 A.M. SESSION

CALL TO ORDER – Mayor McDowell at 8:00 a.m.

ROLL CALL

Mayor McDowell
Mayor Pro Tem
Council Member Brann arrived at 8:02 a.m.
Council Member Fisher
Council Member Jacobson

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed. - NONE

This planning session will guide staff in the preparation of the FY 2009-10 Preliminary Budget, which will be presented at the next Strategic Planning Session. Council may raise other development, policy, capital project and potential budget reduction items for consideration as part of staff’s preparation of the FY 2009-10 Preliminary Budget.

SPECIAL ORDERS OF BUSINESS:

1. Consideration and possible action regarding a strategic planning session which will guide staff in the preparation of the Fiscal Year 2009-2010 Preliminary Budget. Staff will present a brief overview of the challenges/limitations, goals and strategies with associated projects and program.

Jack Wayt, City Manager gave a brief overview.

Staff gave a brief report on the following items:

Accomplishments:
• Douglas Street
• Athletic Fields
• Plaza El Segundo
• Fire Station #2
• Use of Reclaimed Water
• Implementation of Environmental Workplan
• RSI Homes Completed and Additional funding
• Crime Reduction

Development Project Update:
• Data Centers
• Hotels
• Campus El Segundo
• Plaza El Segundo
• Segundo Business Park
• Gehry Partners
• Aviation/Aerospace

Bill Crowe, Assistant City Manager, gave an update on AQMD Lawsuit. Noted that AQMD was not issuing any credits for the excess energy used by the data center. Data Center/City need to purchase up to $1 million in credits.

Council discussed sending a letter in support of a bill from Congressman Wright to try and resolve the issue with credits.

Council asked if there was possibility of fee increases for new development.

Update on Pedestrian Bridge Completion – should be completed by June/July 2009.

Strategic Planning 2009-10 Challenges/Limitations:
• Current economic crisis
• Reduced revenues
• Escalating PERS rates driven by higher salaries and portfolio losses
• Unemployment rate continues to increase
• Other Post Employment Benefits (OPEB) Funding

Strategic Planning 2009-10 Budget Parameters:
• In preparation of the FY 09-10 budget, staff is considering the following:
  o Non-personnel costs – no increases over the prior year budget or a 2% or $250,000 reduction
  o Reduction of consulting contracts – to be determined
  o Benefit costs – estimated at 5% increase over prior year – approximately $782,000
  o Salary costs – salary increases per MOUs – average for all groups – 4% increase – approximately $1.2 million increase

Strategic Planning FY 2009-2010 Agenda:
• To identify priorities for City Operations and annual budget
• To guide the City’s capital improvement programs
• Discuss Policy Issues
• Identify Projects for Funding Consideration
• Identify Potential Revenue Generators/Cost Savings
• Identify Budget Reduction Options

Jack Wayt, City Manager, presented the proposed City goals:
• Provide quality public safety
• Provide quality service to our resident and business community
• Improve public facilities and infrastructure
• Promote community health and environment
• Strive to operate debt-free (“pay-as-you-go”)

Deborah Cullen, Finance Director presented supporting strategies:
• Maintain a balanced budget
• Manage salary/benefit costs
• Identify potential cost-saving areas
• Continuously evaluate staffing needs
• Continue to invest in technology to maintain and improve efficiencies

Mayor McDowell requested a faster speed on City internet, which currently runs on a T-1 line. Norm Thorn, Information Services Manager, stated that the current line will be supplemented by a faster line once Fire Station #2 was completed.

Finance to update Economic Uncertainty Fund Analysis.

Policy issues - Land Use and Development were discussed:
• Douglas Street Corridor
• Capital Project Funding
• LAX Projects
• Richmond/Franklin Parking Lot
• Smoky Hollow, Power Plant, Circulation Element
• Zone Ordinance Amendment – Assisted Living, Parking/Loading Issues – cleanup to be done in house
• In-Lieu Parking

Douglas Street Corridor – Current landscaping and traffic congestion discussed. Suggested business owners upgrade landscape when renovating property. Council discussed having staff look for grant opportunities. Also wanted to look at allowing more “creative” uses and amending the zoning or coming up with a Specific Plan. No funding was identified for a specific plan and staff may do some work. Staff may want to talk to the property owners in the area to see what they are interested in.

Mayor McDowell asked if there were state grants available for beautifying Douglas Street.

Mayor Pro-Tem Busch inquired if businesses would be interested in subsidizing the beautification/landscaping project.

Capital Project Funding – Dana Greenwood, Public Works Director, suggested prioritizing projects might be a task for Public Works rather than the Capital Improvements Program Advisory Committee (CIPAC). Council consensus to have the Public Works Director rank critical infrastructure projects and add to the CIPAC Project list.

Richmond/Franklin Parking Lot – Greg Carpenter, Planning and Building Safety Director, stated that the study on the parking lot concluded that the City would have to subsidize some of the cost of the parking lot lease, as the parking fees would not be enough to fund operations.
Council directed the Planning and Building Safety Director to come back with cost estimate and present Information to the parking sub-committee.

Smoky Hollow/Power Plant/Circulation – Council consensus to hold off on future funding for these projects and undesignate funds at this time. Council supported the concept of combining this funding into a general plan update and requested a cost/time estimate. Staff to follow up with a memo or discuss at a future Council meeting. Staff to find out how much Manhattan Beach spent on their general plan update.

In-Lieu Parking – Information sent by City Attorney on March 20, 2009. Staff to meet with Attorney to resolve any questions. Item to be agendized for the earliest possible Planning Commission meeting.

Policy Issues:
  • School District Funding
  • Park Place

School District Funding – Council consensus to fund at least to traditional level of $250,000.

Council consensus not to increase funding unless the School District reduces staffing and tap their own budget reserves.

Current year funding to the School District is $400,000 cash contribution, $100,000 in direct funding of crossing guards and $664,000 in in-kind contributions. It was noted that the District may issue more layoff notices in the next year.

City Attorney to research the Naylor Act regarding possible purchase or lease of Imperial School property.

Council recessed at 9:40 a.m.

Council reconvened at 9:50 a.m. with all Council Members present.

Projects for Funding Consideration – Capital Projects:
  • Beach Restroom
  • Aquatics Center
  • Richmond Street Tree Removal/Replanting
  • Aerial Ladder Truck for Fire Department
  • Golf Course Restaurant
  • Web Page

Beach Restroom – Pending funding clarification from County.

Aquatics Center – Preliminary cost estimates - $4.5 to $14 million. Council consensus to complete feasibility study and report back.

Richmond Street Tree Removal/Replanting – preliminary cost estimate was $30,000 for tree removal and $220,000 for hardscape replacement. Council consensus to budget for tree removal only and do hardscape on an as-needed basis.
Aerial Ladder Truck – It was noted that remaining useful life was projected to be five years. Staff to research purchasing a used truck from a financially distressed City and/or funding for a new truck using Fire Station #2 contingency designation of $1.5 million.

Golf Course Restaurant – Council discussed the possibility of leasing restaurant property to restaurateurs. Golf Course Subcommittee to research cost/benefit and report results to the Recreation and Parks Commission before doing a possible feasibility study.

Web Page – Executive Technology Review Committee to research high speed network connection. Council requested cost estimates for upgrading the Web site be returned to the Technology Subcommittee.

Possible Revenue Generators:
- New Telecom Ordinance
- TOT Class Action
- Fee Study
  - Continuous implementation of fee study
  - Fee study for police fees and fines
  - County/Court fee increase
- Economic Stimulus Plan
- Disposition of Fire Station #2 Land
- Developer Fees – PLF
- Water/Sewer Rate Study

Telecom Ordinance – Council directed staff to draft new ordinance for council review. The target timeframe for making a decision is October 2009. If ordinance is accepted by Council, to be placed on the April 2010 Election Ballot.

TOT Class Action – to be agendized for City Council Closed Session.

Fee Study – Council consensus to proceed with the Police Department fee study and pass-through county/court charges for fines and fees.

Council directed staff to research the possibility of adding a COLA for the Business License Tax. Council consensus to eliminate the $40 business license processing fee from home based business and small business.

Disposition of Fire Station #2 Land – Staff to research sale price.

Developer Fees – PLF – City Council requested information on the 2006 study before a decision is made.

Water/Sewer Rate Study - Council consensus to bring back proposal for pass-through water rate increase.

Budget Reduction Options
- Safety Communication Center
- Equipment Replacement Funding
- Trash Collection Fees – Taken out of consideration
- Other Post Employment Benefits (OPEB) Funding
• Capital Project Funding
• Water Conservation Ordinance
• Consulting Contracts
• Personnel Costs
  o Bonus incentives for early retirement or contracts
  o Selective hiring freeze
  o Overtime
• Reorganization
• Sewer Laterals – Taken out of consideration.

Safety Communication Center – Police Department to obtain estimate of cost of outsourcing and possibility of renting out existing space to other agencies.

Equipment Replacement Funding – Council consensus to consider reducing funding levels as a last resort.

Water Conservation Ordinance – Staff to draft ordinance.

Consulting Contracts – Individual departments to identify contracts that could be eliminated.

Bonus Incentives for early retirement – Bob Hyland, Human Resources Director, to research options.

Selective Flexible Hiring Freeze – Jack Wayt, City Manager, to provide listing of unfilled positions.

Overtime reduction – Finance to summarize City-wide overtime by department.

Council Member Brann left the meeting at 11:42 a.m.

ADJOURNMENT at 11:47 a.m.

Cathy Domann, Deputy City Clerk
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution supporting SB 696 (Wright), a bill stating the Legislature's intent to enact legislation to ensure availability of sufficient credits for the South Coast Air Quality Management District (SCAQMD) to issue permits for essential public services and new clean efficient power plants. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached resolution supporting SB 696;
2. Authorize legislative advocacy efforts to promote passage of the bill;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution of City Council supporting SB 696 (Wright)
2. Copies of SB 696, Current Bill Status and History

FISCAL IMPACT: None

Amount Budgeted: $N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Bill Crowe, Assistant City Manager

BACKGROUND AND DISCUSSION:

Under current law, new or modified sources of air pollutants within a federally designated non-attainment area that result in emission increases over specified thresholds are required to provide emission reduction credits from other sources so that in aggregate, there is no net increase in emissions. The air basins regulated by the South Coast Air Quality Management District (SCAQMD) are designated non-attainment areas for PM2.5, PM10, and ozone.

Due to the strict emission limits on stationary sources and the inability to create material amounts of new emission reduction credits without shutting down businesses and losing more jobs, there is a severe shortage of emission reduction credits for sources of PM2.5 and PM10 in our air basin. SCAQMD recently amended Rule 1309.1 to make emission credits from its internal bank available to new clean, efficient power plants. A recent court decision invalidated the SCAQMD rule specifying how the District accounts for and calculates the amount of emission reduction credits available. As a result, permits that rely on credits from the District internal bank cannot be issued.
A RESOLUTION OF THE CITY OF EL SEGUNDO
SUPPORTING SB 696 (WRIGHT) A BILL TO ENSURE AVAILABILITY OF
EMISSION REDUCTION CREDITS FOR ESSENTIAL PUBLIC SERVICES AND
NEW CLEAN EFFICIENT POWER PLANTS

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Under current law, new or modified sources of air pollutants within
a federally designated non-attainment area that result in emission
increases over specified thresholds are required to provide
emission reduction credits from other sources so that in aggregate,
there is no net increase in emissions;

B. The air basins regulated by the South Coast Air Quality
Management District (SCAQMD) are designated non-attainment
areas for PM2.5, PM10, and ozone;

C. Due to the strict emission limits on stationary sources and the
inability to create material amounts of new emission reduction
credits without shutting down businesses and losing more jobs,
there is a severe shortage of emission reduction credits for sources
of PM2.5 and PM10 in our air basin;

D. SCAQMD recently amended Rule 1309.1 to make emission credits
from its internal bank available to new clean, efficient power plants.
A recent court decision invalidated the District’s rule specifying how
the AQMD accounts for and calculates the amount of emission
reduction credits available. As a result, permits that rely on credits
from the District internal bank cannot be issued.

SECTION 2: The City of El Segundo is concerned that the District’s inability to
issue permits will unduly delay the completion of new development projects
within the community, including the construction of new clean efficient power plant.

SECTION 3: The City of El Segundo strongly supports SB 696 which would state
that it is the intent of the Legislature to enact legislation to ensure that there
are sufficient credits available for the South Coast Air Quality Management
District to issue permits for essential public services and new clean efficient
power plants.
SECTION 4: The City Manager is directed and authorized to communicate the City Council's policy position on this matter to members of the California Legislature, the Governor and appropriate state agencies as necessary.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute action of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 7th day of April 2009.

______________________________
Kelly McDowell,
Mayor

ATTEST:

______________________________
Cindy Mortesen,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ____________________________
Karl H. Berger
Assistant City Attorney
SENATE BILL  
No. 696

Introduced by Senator Wright

February 27, 2009

An act relating to emission reduction credits.

LEGISLATIVE COUNSEL'S DIGEST

SB 696, as introduced, Wright. Air quality: regional districts: emission reduction credits.

Under existing law, every air pollution control district or air quality management district in a federal nonattainment area for any national ambient air quality standard is required to establish by regulation, a system by which all reductions in emissions of air contaminants that are to be used to offset certain future increases in the emission of air contaminants are banked prior to use.

This bill would state that it is the intent of the Legislature to enact legislation to ensure that there are sufficient credits available for the South Coast Air Quality Management District to issue permits for essential public services and new clean efficient power plants.


The people of the State of California do enact as follows:

1 SECTION 1. The legislature finds and declares all of the following:
2 (a) Under existing law, new or modified sources of air pollutants
3 within a federally designated nonattainment area that result in
4 emission increases over specified thresholds are required to provide
5 emission reduction credits from other sources so that, in aggregate,
6 there is no net increase in emissions.

99
(b) The air basins regulated by the South Coast Air Quality Management District are designated nonattainment areas for PM2.5, PM10, and ozone, the majority of which is due to mobile sources.

(c) Due to strict emission limits on stationary sources and the inability to create material amounts of new emission reduction credits without shutting down businesses and losing jobs, there is a severe shortage of emission reduction credits for sources of PM2.5 and PM10 in the air basins regulated by the South Coast Air Quality Management District.

(d) In the South Coast Air Quality Management District, certain emission sources, including essential public services, rely on emission credits contained in the district’s internal accounts. The district obtains credits for its internal bank from surplus emission reductions not otherwise used for credits. Emission reduction credits have to be real, surplus, enforceable, quantifiable, and permanent.

(e) The South Coast Air Quality Management District recently amended Rule 1309.1 to make emission credits from its internal bank available to new clean, efficient power plants. The South Coast Air Quality Management District also enacted a new rule governing the accounting and tracking of offsets.

(f) A recent court decision invalidated the South Coast Air Quality Management District rule specifying how the district accounts for and calculates the amount of emission reduction credits available. As a result of that court decision permits that rely on credits from the district internal bank cannot be issued.

(g) The South Coast Air Quality Management District regulates more than 28,000 stationary sources, and administers more than 80,000 permits. The Legislature needs to avoid business shutdowns and job losses, and to ensure electric system reliability.

SEC. 2. It is the intent of the Legislature to enact legislation to ensure that there are sufficient real, surplus, enforceable, quantifiable, and permanent emission reduction credits available so that essential public services, and new clean efficient power plants needed to maintain system reliability and integrate renewable resources can be permitted by the South Coast Air Quality Management District.
CURRENT BILL STATUS

MEASURE : S.B. No. 696
AUTHOR(S) : Wright.
TOPIC : Air quality: regional districts: emission reduction credits.
HOUSE LOCATION : SEN

TYPE OF BILL :
Active
Non-Urgency
Non-Appropriations
Majority Vote Required
Non-State-Mandated Local Program
Non-Fiscal
Non-Tax Levy

LAST HIST. ACT. DATE: 03/19/2009
LAST HIST. ACTION : To Com. on RLS.

TITLE : An act relating to emission reduction credits.
COMPLETE BILL HISTORY

BILL NUMBER : S.B. No. 696
AUTHOR : Wright
TOPIC : Air quality: regional districts: emission reduction credits.

TYPE OF BILL :
  Active
  Non-Urgency
  Non-Appropriations
  Majority Vote Required
  Non-State-Mandated Local Program
  Non-Fiscal
  Non-Tax Levy

BILL HISTORY
2009
Mar. 19 To Com. on RLS.
Mar. 2 Read first time.
Feb. 28 From print. May be acted upon on or after March 30.
Feb. 27 Introduced. To Com. on RLS. for assignment. To print.
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of Ordinance No. 1428 to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System (CalPERS) and the El Segundo City Council providing Section 21548 (Pre-Retirement Option 2W Death Benefit) for the City's Local Safety Members. (Fiscal Impact: Increase in the Total Safety Employer Rate of 0.243%.)

RECOMMENDED COUNCIL ACTION:
1. Second Reading by Title Only and Adoption of Ordinance No. 1428.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No.1428
2. CalPERS Exhibit - Amendment to Contract.

FISCAL IMPACT: Increase in the total employer rate of 0.243%.

Amount Budgeted: $ N/A
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On December 2, 2008, Council adopted a Resolution providing for salary and benefit changes to Chapter 1A2 (Management-Confidential Series) of the El Segundo Administrative Code.


The changes to the Administrative Code and the three-year Labor Agreements included providing for amending the contract between the Board of Administration of the California Public Employees Retirement System (CalPERS) and the El Segundo City Council, providing for Section 21548 (Pre-Retirement Option 2W Death Benefit) for the City's Local Safety Members. This benefit will be available to employees in the following job classifications:

- Police Chief, Fire Chief, Deputy Fire Chief, Battalion Chief
- Police Captain, Police Lieutenant
- Police Sergeant, Police Officer
- Fire Captain, Fire Engineer, Firefighter
- Environmental Safety Manager

Adoption of Ordinance No. 1416 on March 4, 2008 provided this benefit to the City’s miscellaneous (non-safety) PERS members.

Staff initiated the contract amendment process on January 6, 2009, by requesting that CalPERS prepare the required Actuarial Evaluation necessary to establish the cost of the benefit.

Council adopted the required Resolution of Intention (Resolution No. 4590) and introduced and waived the First Reading of the Ordinance on March 4, 2009.

The effective date of this contract amendment, May 9, 2009, cannot be earlier than the first day of a Payroll Period following the effective date of the Ordinance.

Government Code Section 7507 requires that the future annual costs of the proposed contract amendment be made public at a public meeting at least two weeks prior to the Second Reading and Adoption of the Ordinance.

Government Code Section 20741 requires that there must be a 20-day period between the Adoption of the Resolution of Intention and Second Reading and Adoption of the Ordinance. Thus, if the Resolution of Intention is adopted at Council’s March 3, 2009 meeting, the Ordinance will be agendized for Final Reading and Adoption at the April 7, 2009 Council Meeting.

CalPERS recommends that the following contract amendment cost information be disclosed:

1.) Change in the Present Value of Benefits $349,758
2.) Change in the Accrued Liability $257,615
3.) Change in the Total Employer Rate 0.243%

CalPERS description of Section 21548 - Pre-Retirement Option 2W Death Benefit:

“The spouse or domestic partner of a deceased member, who was eligible to retire at time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit.

The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the Date of Death and elected Option 2W, the highest monthly allowance a member can leave a spouse or domestic partner.”
ORDINANCE NO. 1428

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN
THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AND
THE BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The Attached Exhibit A, an amendment to the contract between the City Council
of the City of El Segundo and the Board of Administration, California Public Employees' 
Retirement System, is approved and the Mayor is authorized to execute the amendment.

SECTION 2: The City Clerk is directed to certify the passage and adoption of this Ordinance;
cause it to be entered into the City of El Segundo's book of original ordinances; make a note of
the passage and adoption in the records of this meeting; and, within fifteen (15) days after the
passage and adoption of this Ordinance, cause it to be published or posted in accordance with
California law.

SECTION 3: This Ordinance will be come effective on the thirty-first (31st) day following its
passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2009.

______________________________________________
Kelly McDowell, Mayor
ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _________ was duly introduced by said City Council at a regular meeting held on the _______ day of __________, 2009, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ______ day of __________ 2009, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: Karl H. Berger, Assistant City Attorney
AMENDMENT TO CONTRACT
Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of el Segundo


A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective April 12, 2008, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members; age 55 for local fire members and age 50 for local police members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1943 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
   
a. Local Fire Fighters (herein referred to as local safety members);

b. Local Police Officers (herein referred to as local safety members);

c. Employees other than local safety members (herein referred to as local miscellaneous members).

4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   **NO ADDITIONAL EXCLUSIONS**

5. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

6. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service on and after July 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

9. Public Agency elected and elects to be subject to the following optional provisions:
   
a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.

b. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.

c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

d. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

e. Section 21024 (Military Service Credit as Public Service).

f. Section 20042 (One-Year Final Compensation).

g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.

h. Section 21548 (Pre-Retirement Option 2W Death Benefit).

10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

11. Public Agency shall also contribute to said Retirement System as follows:
   
a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of ______________, _____.

BOARD OF ADMINISTRATION 
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL 
CITY OF EL SEGUNDO

BY 
LORI MCGARTLAND, CHIEF 
EMPLOYER SERVICES DIVISION 
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY 
PRESIDING OFFICER

Witness Date

Attest:

Clerk

AMENDMENT ER# 0039
PERS-CON-702A (Rev. 10/05)
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of revised Class Specifications for the classifications of Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker and approval of the examination plan for Accounting Technician. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specifications for Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker.
2. Approve the proposed Examination Plan for Accounting Technician.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Class Specifications for Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker.

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $ N/A
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Martha A. Dijkstra, Human Resources Manager
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In anticipation of the recruitment, testing and selection process to fill vacancies in the Finance and Public Works Departments, staff has determined the need to revise the class specifications for Accounting Technician, Wastewater Maintenance Worker I, Wastewater Maintenance Worker II and Wastewater Maintenance Leadworker.

The class specification for Accounting Technician was last revised in September 2001. Since then, additional positions have been allocated to this classification. As a result, the class specification needs to be revised to reflect the broader nature of this classification.

The class specifications for the Wastewater Maintenance series were last revised on October 16, 2007. While preparing for the upcoming recruitment process, it came to staff’s attention that some of the changes intended for Council approval in 2007 were inadvertently omitted. We are now submitting the specifications with the revisions necessary to accurately reflect the duties and responsibilities assigned to these classes.
Examination Plan

Accounting Technician
- Written Test
- Structured Technical and Career Preparation Interview

Open-Competitive
Pass/Fail
100%

Approval of exam plans for Merit System job classifications in all City Departments has been required since the passage of Initiative Ordinance No. 586 in April 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluated the relative capacities of the applicants.

Police and Fire Departments:

The examination plan, for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration; and
3. Any evaluation of education, certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
ACCOUNTING TECHNICIAN

Definition: Under general supervision, performs a variety of specialized, technical and paraprofessional work in support of the City’s Accounting/Finance function and paraprofessional accounting work in the preparation, review and maintenance of financial and statistical records; and may provide technical accounting support for a City department, function or program.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Performs a variety of specialized, technical, administrative and paraprofessional work in support of the City’s Accounting/Finance function.

Researches and provides accounting-related information concerning a designated City department, function or program; maintains records and documentation of designated activities such as charges, penalties, delinquent notices, usage, service orders and the like; evaluates records and reports and initiates appropriate course of action.

Compiles and records fiscal and statistical data; prepares statistical reports, correspondence and related documents; posts, adjusts and reconciles designated accounts and balances; processes time sheets and payroll information; prepares reports of financial activities and transactions.

Provides information and assistance to other departments and to the public regarding department, function or program accounting-related and other operating policies and procedures; gathers, abstracts and explains or interprets technical data and rules and regulations.

Reviews claims, warrants, computer source documents and other records for accuracy; codes and otherwise prepares documents for further processing; verifies and prepares invoices, billings, purchase orders, vouchers, warrants, statements and the like for disposition.

Collects money for a variety of accounts and calculates payments according to formulas. Provides direct or backup administrative support to the work unit in preparing correspondence, standard forms, charts and reports; responds to inquiries from other City employees and the public regarding procedures, processes or departmental activities.

Knowledge, Skills and Other Characteristics:
Knowledge of accounting principles, practices and procedures involved in the preparation and processing of accounting/financial records.
Knowledge of recordkeeping methods related to accounting or financial transactions.
Knowledge of City policies and procedures involved in the preparation and processing of fiscal records.
Knowledge of procedures, methods and office equipment/computer programs used in accounting and financial transactions and record keeping.
Knowledge of general office support practices and procedures.
Knowledge of a variety of computer software, including work processing, database, and spreadsheet applications.
Knowledge of records processing and maintenance procedures and systems.

Skill performing a variety of specialized, technical and paraprofessional work in support of the City’s Accounting and Finance function.
Skill operating a variety of office equipment, including calculator, typewriter and computer/data terminal.
Skill analyzing and resolving unusual situations involved in financial and statistical record keeping systems.
Skill making arithmetical calculations quickly and accurately.
Skill performing technical-related financial record keeping work.
Skill applying and detecting errors in specific segments of a record keeping system
Skill communicating effectively both orally and in writing.
Skill establishing and maintaining effective working relationships with other department staff, other City employees and the public.

Working Conditions:

Typical office environment.

Licensing/Certification Requirements:

None.

Minimum Qualifications:

Graduation from high school or equivalent, and completion of college level coursework in accounting, bookkeeping or finance; and three (3) years of accounting, or related experience in the maintenance of financial and statistical records; or an equivalent combination of education and experience.
WASTEWATER MAINTENANCE WORKER I

Definition: Under direct supervision, performs a variety of unskilled and semi-skilled tasks in the installation, construction, maintenance and repair of the City’s wastewater and storm drain systems.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Participates in inspecting and assists in performing preventive maintenance and repair of the wastewater and storm drain system including sewer mains and lines, sewer and storm drain lift stations, pumps, motors, wet wells, manhole structures and related equipment; operates City equipment, tools and vehicles used in the maintenance of these systems.

Assists in the installation of new sewer lines, storm drains and sewer tap-ins; participates in construction of sewer systems; maintains collection systems and manholes; performs pipe fitting and valve repair work; cuts and replaces concrete and/or asphalt; operates construction equipment and assists in digging and backfilling trenches.

As a crew member, responds to emergency calls for assistance from the public or other agencies; takes appropriate public safety measures and initiates corrective action.

Knowledge, Skills and Other Characteristics:

Knowledge of maintenance procedures for wastewater and storm drain systems.
Knowledge of general construction procedures.
Knowledge of operating principles of valves, motors and pumps.
Knowledge of equipment capabilities, limitations and safe operating characteristics.
Knowledge of traffic laws, ordinances and regulations relating to the operation of assigned equipment.
Knowledge of OSHA safety standards related to all aspects of assigned tasks.
Knowledge of City geography and the layout of the wastewater and storm drain systems.

Skill in performing semi-skilled and skilled construction and maintenance tasks.
Skill in installation, repair and maintenance of selected aspects of the wastewater systems.
Skill in the efficient and safe operation of power tools, equipment and vehicles.

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Skill reading blueprints.
Skill reading meters, gauges and charts.
Skill responding to public works emergencies.
Skill following written and oral instructions.
Skill utilizing public relations techniques in responding to inquiries and complaints.
Skill in establishing and maintaining effective working relationships with other department staff, other City employees and the public.

Working Conditions:

Regularly exposed to vehicular traffic.
Regularly required to lift and/or carry up to 100 pounds.
Regularly exposed to sounds and smells associated with wastewater and storm drain systems.
Occasionally works in confined spaces, in close proximity to electrical, noise and mechanical hazards.

Licensing/Certification Requirements:

A valid California driver’s license at a level appropriate to the equipment operated and the ability to acquire a valid Class B California driver’s license within one year of appointment.
CWEA Grade I Certification in Wastewater Collection Systems Maintenance within one year of appointment.

Minimum Qualifications:

Graduation from high school or GED including coursework in mechanics, building construction and/or maintenance work, or related trades; or an equivalent combination of education and experience.
WASTEWATER MAINTENANCE WORKER II

**Definition:** Under general supervision, performs a variety of semi-skilled and skilled tasks in the installation, construction, maintenance and repair of the City's wastewater and storm drain systems.

**Essential Functions:** Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

**Characteristic Duties and Responsibilities:**

Assists the wastewater lead worker in the training and daily work of less experienced wastewater maintenance workers.

Inspects, installs, maintains, services and repairs all aspects of the wastewater system including sewer mains and lines, sewer and storm drain lift stations, pumps, tanks, motors, wet wells, manhole structures and other related equipment; cleans sewer mains and storm drain systems; performs preventative maintenance on pumps, pump motors and equipment; evaluates pumping operations and makes adjustments as necessary; performs maintenance and repairs on pump buildings and facilities; operates City equipment, tools and vehicles used in the maintenance of these systems.

Installs sewer lines and sewer tap-ins; participates in construction of sewer systems; repairs collection systems and manholes; performs pipefitting and valve repair work; cuts and replaces concrete and/or asphalt; operates construction equipment; digs and backfills trenches.

Responds to emergency calls for assistance from the public or other agencies; takes appropriate public safety measures and initiates corrective action.

**Knowledge, Skills and Other Characteristics:**

Knowledge of maintenance procedures for wastewater systems and storm drain systems
Knowledge of general construction procedures.
Knowledge of operating principles of valves, motors and pumps.
Knowledge of equipment capabilities, limitations and safe operating characteristics.
Knowledge of traffic laws, ordinances and regulations relating to the operation of assigned equipment.
Knowledge of OSHA safety standards related to all aspects of assigned tasks.
Knowledge of methods of collection and preserving domestic water samples.

1 April 7, 2009
Knowledge of City geography and the layout of wastewater and storm drain systems.

Skill in installation, repair and maintenance of all aspects of wastewater and storm drain systems.
Skill in the efficient and safe operation of power tools, equipment and vehicles.
Skill reading blueprints.
Skill reading meters, pump gauges and charts.
Skill responding to public works emergencies.
Skill following written and oral instructions.
Skill utilizing public relations techniques in responding to inquiries and complaints.
Skill in establishing and maintaining effective working relationships with other department staff, other City employees and the public.

**Working Conditions:**

Regularly exposed to vehicular traffic.
Regularly required to lift and/or carry up to 100 pounds.
Regularly exposed to sounds and smells associated with wastewater and storm drain systems.
Occasionally works in confined spaces, in close proximity to electrical, noise and mechanical hazards.

**Licensing/Certification Requirements:**

A valid Class B California Driver’s License
CWEA Grade I Certification in Wastewater Collection System Maintenance.

**Minimum Qualifications:**

Graduation from high school or GED and two (2) years experience in the installation, maintenance and repair of water/ wastewater systems and/or similar construction, or an equivalent combination of education and experience.
City of El Segundo, CA

WASTEWATER MAINTENANCE LEADWORKER

**Definition:** Under general supervision, plans, coordinates and leads a work crew and participates in the installation, maintenance, repair and upkeep of City’s wastewater and storm drain systems.

**Essential Functions:** Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

**Characteristic Duties and Responsibilities:**

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Performs all work activities of assigned public works crew(s).

Identifies and prioritizes work, schedules and assigns work, evaluates progress and oversees work; arranges with contractors to perform contracted work; may inspect work performed by contract crews.

May inspect and troubleshoot systems of assigned function for public works projects and private developments; may approve and sign off on completed, technically correct work indicating conformance to specifications and code requirements.

Reviews plans for projects; estimates time and material costs for projects and purchases supplies and equipment; ensures crews are supplied with adequate and appropriate tools, equipment and materials; evaluates and recommends changes in work methods, practices and priorities.

Responds to service requests, issues of regulatory compliance and complaints from the public; responds to emergency calls from the public and other agencies, coordinating with other City staff as necessary; notifies customers of interruption of services; explains priorities, programs and policies to the public; provides appropriate follow-up.

Maintains records and writes reports.

Provides input on designated staff performance appraisals; assists in staff training; ensures work of crew is performed in a safe and efficient manner; trains work crew in the performance of work tasks and the proper and safe operation and maintenance of equipment.

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Knowledge, Skills and Other Characteristics:

Knowledge of City rules, codes and regulations relating to assigned function.
Knowledge of the methods, materials and equipment used in assigned function.
Knowledge of the application, operation, maintenance and repair of tools and equipment used in assigned function.
Knowledge of hazards and applicable safety precautions for equipment operation.
Knowledge of equipment capabilities, limitations and safe operating characteristics.
Knowledge of OSHA safety standards related to assigned tasks and equipment operation and maintenance.
Knowledge of basic principles of supervision.

Skill reading and interpreting plans, specifications and drawings.
Skill performing skilled and semi-skilled public works construction and maintenance tasks.
Skill in operation, maintenance and repair of equipment used in assigned function.
Skill effectively analyzing and responding to emergency situations.
Skill utilizing public relations techniques responding to inquiries and complaints.
Skill conducting research and preparing clear, concise and comprehensive reports.
Skill presenting ideas and concepts orally and in writing.
Skill maintaining accurate records.
Skill in establishing and maintaining effective working relationships with other department staff, other City employees and the public.

Working Conditions:

Regularly exposed to weather conditions.
Regularly required to lift and/or carry heavy objects up to 90 pounds.

Licensing/Certification Requirements:

A valid Class B California Driver’s license.
CWEA Grade I Certification in Wastewater Collection System Maintenance.

Minimum Qualifications:

Graduation from high school or GED and three (3) years of progressively responsible experience in the field of wastewater maintenance or a closely related area including some experience in a leadworker or similar capacity, or an equivalent combination of education and experience.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: April 7, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval to piggyback on the National Joint Powers Alliance (NJPA) contract # 011707 to purchase modular ergonomic furniture and storage from Tangram Interiors for the Planning and Building Safety Department. Approved Capital Improvement Program. (Fiscal Impact: $42,350)

RECOMMENDED COUNCIL ACTION:
Recommendation - (1) Recommend that City Council waive the formal bidding process per the Municipal Code, and approve the City’s use of National Joint Powers Alliance (NJPA), competitively solicited Contract # 011707, for furniture with Steelcase (manufacturer) and issuance of purchase orders to the authorized distributor/installers Tangram Interiors, in the amount of $38,500 plus a 10% contingency for unanticipated expenses; (2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $630,000.00
Additional Appropriation: N/A
Account Number(s): 310-400-8201-8475 (City Hall Improvements)

ORIGINATED BY: Greg Carpenter, Director of Planning and Building Safety
REVIEWED BY: Deborah Cullen, Finance Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In mid-2000, a Council sub-committee was formed that included a Council Member, the City Manager and two department heads working with Chelsea Design Group, to establish design and color standards for future City Hall improvements. Office furniture finishes were among the areas established. The office furniture colors and patterns selected by the sub-committee and approved by the City Council are manufactured by Steelcase and has been the standard replacement furniture throughout City Hall since creation of the standard in FY 2000-2001.

The Planning staff area of the Department of Planning and Building Safety is currently furnished with used desks, tables and cabinets that were donated to the City approximately 20 years ago. The Department would like to replace this mixed and well-worn equipment with modular furniture, consistent with improvements that have been made elsewhere in City Hall. The refurbishment is expected to improve storage and work productivity and provide a more
professional appearance to this area.

Upon the approval of this request, the furniture will be ordered and should be installed within the 60 days.

To complete these City Hall improvements, staff recommends approval of use of the NJPA contract and issuance of purchase orders to Tangram Interiors in the amount of $38,500 plus a 10% contingency for unanticipated expenses.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: April 7, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a comprehensive three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers’ Association. (Fiscal Impact: $161,810 salary and benefit increases; plus $68,881 to resolve salary compaction in the Police Department, for a grand total of $230,691.)

RECOMMENDED COUNCIL ACTION:

1. Approve the Comprehensive Memorandum of Understanding.
2. Authorize the Mayor to execute the Memorandum of Understanding in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Comprehensive Memorandum of Understanding.

FISCAL IMPACT: ($230,691)

Amount Budgeted: $161,810
Additional Appropriation: $68,881
Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In July 2008, staff and representatives of the El Segundo Police Managers’ Association began meeting and conferring, pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached during the second week of December, 2008. On December 16, 2008, Council approved an Agreement between the City and the Association and adopted a Resolution approving the Memorandum of Understanding.

Council’s action approved the changes in the terms and conditions of employment detailed in the Agreement, with the understanding that those changes shall then be incorporated into a Comprehensive Memorandum of Understanding which in itself would then be presented to the Council for approval.

The Agreement contains the following major provisions:

1. Three-year Term, commencing on July 1, 2008 and ending on September 30, 2011.

3. In order to address salary compaction issues between Management Job Classifications and Bargaining Unit Job Classifications, the following salary increases establish 5% compensation differentials between supervisors and subordinates:

   - Lieutenant, 4% salary increase, effective October 1, 2008; and
   - Police Captain, 9% salary increase, effective October 1, 2008.

4. Effective 10/1/2009 and 10/1/2010, an increase in compensation reportable to the Public Employment Retirement System (PERS) equivalent to that received by the El Segundo Police Officers Association.

5. An increase in additional pay from $800 per month to $1,200. This compensation is used principally for the purchase of PERS medical insurance, was last increased in July, 2003 and will be equivalent to that received by the City’s unrepresented Management Confidential Employees.

6. Effective 10/1/2009 and 10/1/2010, an increase in additional pay reportable to PERS equivalent to that received by Management-Confidential Employees.

7. Conversion of 8% Masters Degree pay to an equivalent flat dollar amount.

8. Provision that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1,800 per month.


10. Amendment to the City’s contract with PERS to provide Section 21548, “Pre-Retirement Option 2W Death Benefit.”

11. An increase in Executive Leave Days from five to seven.

12. An increase in the maximum number of Vacation Days, following completion of 14 years service, from 22 days to 25 per year.

13. An agreement between the City and the Association to amend the Memorandum of Understanding to contain all rules, regulations, policies and procedures currently in effect that relate to wages, hours, benefits and working conditions.
COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING

EL SEGUNDO POLICE
MANAGERS' ASSOCIATION

JULY 1, 2008 – September 30, 2011
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ARTICLE 1  GENERAL PROVISIONS

Section 1.01  Preamble

This Memorandum of Understanding (MOU) is entered into with reference to the following:

A. The El Segundo Police Managers' Association (hereinafter referred to as the "Association") is the exclusively recognized employee organization for all personnel employed by the City of El Segundo (hereinafter referred to as "City") in the unit of representation including the following classifications and positions (hereinafter referred to as "affected employees"): Police Lieutenant and Police Captain. During the life of this agreement, such exclusive recognition may only be modified pursuant to the provisions of City Resolution No. 3208.

B. In the interest of maintaining harmonious relations between the City and the affected employees, authorized representatives of the City Council of City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and the terms and conditions of employment of affected employees within the lawful scope of representation of Association pursuant to California Government Code Sections 3500 et. seq. and City Resolution Number 3208.

C. The authorized representatives of the City Council of City and the Association have reached a mutual agreement as to certain wages, hours and other terms and conditions of employment of the affected employees, this memorandum of which shall be submitted to the City Council of City for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This MOU is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.

D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective upon adoption of the MOU by the City Council.

Section 1.02  Management Rights

A. Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing right of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out.
Section 1.03 Savings Clause

If any provision or the application of any provision of this MOU shall be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Section 1.04 No-Strike Clause

A. The El Segundo Police Managers' Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike or engage in any work stoppage or slowdown, engage in any concerted failure to report for duty, or fail to perform their duties in whole or in part for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

B. The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in performance of their normal and customary duties, nor will the aforementioned employee organization attempt to influence, either directly or indirectly, other employees to honor an existing picket line in the performance of their normal and customary duties as employees.

C. It is understood that any affected employee violating this provision may be subject to discipline up to and including termination by the City.

D. It is understood that in the event this provision is violated the City may be entitled to withdraw any rights, privileges or services provided for in this MOU or in City policy from any affected employee and/or the Association.

Section 1.05 Association Dues Deduction

The City agrees to:

A. Provide official dues deductions for all affected employees who subscribe to Association membership;

B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs.

Section 1.06 Compaction - Statement of Intent

The City strives to compensate affected employees at a reasonable level above the classification they supervise. Additionally, the City strives to compensate captains at a reasonable level above lieutenants. Typically a difference of five percent (5%) is targeted, with the specific percentage determined by internal and external comparability data, City finances, and other labor relations factors and consideration.

Section 1.07 Completion of Meeting and Negotiating

A. This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this MOU, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this MOU.

B. The wages, hours, benefits and other terms and conditions of employment covered by this MOU, including those wages, hours, benefits and other terms and conditions of employment in existence and spelled out by the City’s Personnel Rules, Administrative Code and other Ordinances and
Resolutions approved by the City Council prior to this MOU, although not specifically referred to
by this MOU, shall constitute the wages, hours, benefits and other terms and conditions of
employment for the term of this MOU.

C. Disagreements involving the interpretation and application of this section will be resolved by
accessing the Association’s Grievance Policy at Level IV (City Manager).

Section 1.08 Non-Discrimination

A. The Association and the City recognize and agree to protect the rights of all affected employees to
join and/or participate in protected Association activities or to refrain from joining or
participating in Association activities.

B. The Association and the City agree that they shall not illegally discriminate against any employee
because of race, color, sex, age, national origin, political or religious opinions or affiliations and
shall act affirmatively to accomplish equal employment opportunities for all employees. The
Association and the City shall reopen any provision of this MOU for the purpose of complying
with any final order of a Federal or State agency or court of competent jurisdiction requiring a
modification or change in any provision or provisions of this MOU in compliance with State or
Federal anti-discrimination laws.

ARTICLE 2 SALARY

Section 2.01 Base Salary

A. Police Captains and Lieutenants

1. Base salary tables for Police Captains and Police Lieutenants, reflecting a base salary
increase, effective the first payroll period commencing on or after July 1, 2008, are depicted
on Schedule 1 of the MOU. Those increases are:

2. Effective the first payroll period commencing on or after July 1, 2008, the base salary
schedule for Police Captains shall be increased by 4%.

3. Effective the first payroll period commencing on or after July 1, 2008, the base salary
schedule for Police Lieutenants shall be increased by 4%.

4. Effective the first payroll commencing on or after October 1, 2008, the base salary schedule
for Police Captain shall be increased by 9%.

6. Effective the first payroll commencing on or after October 1, 2008, the base salary schedule
for Police Lieutenants shall be increased by 4%.

7. Effective the first payroll commencing on or after October 1, 2009, the base salary schedule
for Police Captain shall be increased by 5%.

8. Effective the first payroll commencing on or after October 1, 2009, the base salary schedule
for Police Lieutenants shall be increased by 5%.

9. Effective the first payroll commencing on or after October 1, 2010, the base salary schedule
for Police Captains shall be increased by 5%.

11. Effective the first payroll commencing on or after October 1, 2010, the base salary schedule
for Police Lieutenants shall be increased by 5%.
Section 2.02  Regular Rate of Pay Defined

A. The “regular rate of pay” is the hourly rate which includes all remunerations paid to or on behalf of the employee (including Educational Incentive Pay and the City paid nine-percent (9%) CalPERS Employer Paid Member Contribution) except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. Use of the term “regular rate of pay” is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.

B. Affected employees shall be paid their regular rate of pay for the following:

1. Overtime.
5. Earned Compensatory Time Sell Back.
6. Physical Fitness Incentive Program Pay.
7. Marksmanship Pay.

Section 2.03  Salary Schedule Calculation Methodology

An affected employees’ regular rate of pay is calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

Section 2.04  Step Advancement – Accelerated

The Police Chief may recommend to the Director of Human Resources for approval by the City Manager that an affected employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee’s anniversary date.

Section 2.05  Notice Requirement to Withhold Step Increase

The City shall have the option during or after the term of this MOU to provide affected employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of the pay period which begins after the affected employee’s anniversary date.

ARTICLE 3  EDUCATIONAL INCENTIVE PAY

Section 3.01  Educational Incentive Pay

A. Effective July 1, 2008, affected employees holding a Master’s Degree shall be eligible for educational incentive compensation to be paid per pay period as follows:

1. Police Lieutenants: $398.97
2. Police Captains: $451.40

B. The parties are of the opinion that Educational Incentive Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

**ARTICLE 4**

**TUITION AND BOOK REIMBURSEMENT PROGRAM**

**Section 4.01** Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all affected employees.

**Section 4.02** Undergraduate Studies (*Studies undertaken in pursuit of an Associate’s or a Bachelor’s degree*)

A. The City shall reimburse each affected employee pursuing undergraduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California or California State University, whichever is higher.

B. Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

**Section 4.03** Post-Graduate Studies (*Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor’s.*)

A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University.

B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies.

C. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

**Section 4.04** Certification Requirement for Educational Compensation

Affected employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

Educational Reimbursements – “I certify that I successfully completed the course(s), receiving at least a grade of “C” of better, or a grade of “pass,” if the course was offered on a pass/fail basis. (Attach a copy of grade verification). “Further, I agree to refund the City or have deducted from my final paycheck, any educational reimbursement funds received under this program if I should leave the City’s employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.”

5
<table>
<thead>
<tr>
<th>Employee Separation</th>
<th>Percentage Payback</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month after course completion</td>
<td>100% refund</td>
</tr>
<tr>
<td>2 months after course completion</td>
<td>100% refund</td>
</tr>
<tr>
<td>3 months after course completion</td>
<td>90% refund</td>
</tr>
<tr>
<td>4 months after course completion</td>
<td>80% refund</td>
</tr>
<tr>
<td>5 months after course completion</td>
<td>70% refund</td>
</tr>
<tr>
<td>6 months after course completion</td>
<td>60% refund</td>
</tr>
<tr>
<td>7 months after course completion</td>
<td>50% refund</td>
</tr>
<tr>
<td>8 months after course completion</td>
<td>40% refund</td>
</tr>
<tr>
<td>9 months after course completion</td>
<td>30% refund</td>
</tr>
<tr>
<td>10 months after course completion</td>
<td>20% refund</td>
</tr>
<tr>
<td>11 months after course completion</td>
<td>10% refund</td>
</tr>
<tr>
<td>12 months after course completion</td>
<td>0% refund</td>
</tr>
</tbody>
</table>

**ARTICLE 5  PROMOTIONS**

**Section 5.01  Salary Differential upon Promotion**

In all cases where an affected employee is promoted to a classification regulated by this MOU for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (exclusive of longevity pay, educational incentive pay, special assignment, or any other form of compensation). In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate’s base salary, the supervisor shall be granted a higher base salary (exclusive of longevity pay, educational incentive pay, special assignment or any other form of compensation) even if the supervisor’s new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, the supervisor’s salary shall not exceed the salary range for which he/she is eligible by length of service and performance.

**ARTICLE 6  NO-SMOKING CLAUSE**

**Section 6.01  Establishment**

Affected employees initially hired on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

**ARTICLE 7  OVERTIME COMPENSATION**

**Section 7.01  Pay for Shift Schedule**

Police Lieutenants shall be paid time and one-half of their regular rate of pay for time worked on a shift basis in excess of their regular work shift, in any one day or more than forty hours per week, excluding hours worked involving hold-over for non-shift work, or work due to staff meetings or training.
ARTICLE 8   PHYSICAL FITNESS INCENTIVE PROGRAM

Section 8.01   Purpose

It is the purpose of the El Segundo Police Department Physical Fitness Incentive Program to improve the level of physical fitness and health among sworn police personnel so that their field performance will be enhanced and also to improve their overall degree of wellness as an enrichment to their personal lives as well as a productivity benefit to the City.

Section 8.02   Department Policy

It will be the policy of the Police Department to work with employees individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved.

Section 8.03   Program Components

The Physical Fitness Incentive Program will consist of two basic components; they are a fitness examination and a fitness assessment.

A.   Fitness Examination:

   An annual fitness examination is a mandatory component of the Physical Fitness Incentive Program. The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, the lower digestive tract, and a strength assessment. It will also include a complete medical history review with a physician and a subsequent review of the findings as well as an exercise/nutritional prescription.

B.   Fitness Assessment:

   1. The fitness assessment is a voluntary component of the Physical Fitness Incentive Program and will be administered by a department fitness coordinator and fitness committee.

   2. The fitness assessment will be a test to measure components of physical fitness which are:

      a. Cardio-vascular
      b. Strength
      c. Body composition
      d. Flexibility

   3. The fitness assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and include sliding scales based on age and sex.

   4. A profile will be developed following the fitness assessment which will categorize participants into levels of fitness.
Section 8.04 Physical Fitness Incentive Program Pay

A. Affected employees will receive their regular rate of pay for meeting the following physical fitness standards:

<table>
<thead>
<tr>
<th>Fitness Level</th>
<th>Pay per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>16 hours of pay</td>
</tr>
<tr>
<td>Good</td>
<td>8 hours of pay</td>
</tr>
<tr>
<td>Fair</td>
<td>4 hours of pay</td>
</tr>
</tbody>
</table>

B. The parties are of the opinion that Physical Fitness Incentive Program Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

Section 8.05 Payment of Physical Fitness Incentive Program Pay – Death of Employee

In the event of an affected employee’s death, earned, but not yet distributed Physical Fitness Incentive Program Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such physical fitness incentive program pay based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 9 COMPREHENSIVE MEDICAL EXAMINATION

Section 9.01 Annual Comprehensive Medical Examination

Affected employees are provided a fully-paid, comprehensive medical examination each year. The City currently utilizes the Westchester Medical Group/Center for Heart and Health for the examinations. The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Section 9.02 Heart Scan

Effective July 1, 2008, each affected employee shall be eligible to receive a heart scan to be conducted once every two (2) years at City expense. Eligibility for the heart scan shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee’s annual medical examination. The physician shall determine whether or not undertaking a heart scan is reasonable and appropriate.

ARTICLE 10 EXECUTIVE LEAVE

Section 10.01 Entitlement

A. Affected employees shall be granted fifty-six (56) hours executive leave per calendar year.

B. Twenty-eight (28) hours of executive leave hours may be carried over and accumulated from year to year; not to exceed a cap of eighty-four (84) hours.

C. Such hours are not eligible for pay out upon retirement or separation of employment.
ARTICLE 11  MARKSMANSHIP PAY

Section 11.01  Marksmanship Pay

A. Affected employees will receive their regular rate of pay for meeting the following firearms standards:

<table>
<thead>
<tr>
<th>Class</th>
<th>Pay for Proficiency per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Expert</td>
<td>8 hours of pay</td>
</tr>
<tr>
<td>Expert</td>
<td>6 hours of pay</td>
</tr>
<tr>
<td>Sharpshooter</td>
<td>4 hours of pay</td>
</tr>
<tr>
<td>Marksman</td>
<td>0 hours of pay</td>
</tr>
</tbody>
</table>

B. The parties are of the opinion that Marksmanship Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

Section 11.02  Payment of Marksmanship Pay – Death of Employee

In the event of an affected employee’s death, earned, but not yet distributed Marksmanship Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such marksmanship pay based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 12  COMPENSATORY TIME

Section 12.01  Maximum Accrual

A bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours.

Section 12.02  Payment of Compensatory Time – Death of Employee

In the event of an affected employee’s death, earned, but not yet used Compensatory Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such compensatory time based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 13  HOLIDAY LEAVE

Section 13.01  Holiday Leave – Captains

Police Captains shall be entitled to the following holidays:

- January 1st
- The third Monday of January
- The third Monday in February
- The last Monday in May
- July 4th
- The first Monday in September
- November 11th
- Thanksgiving day and Friday thereafter
provided, however, (a) that in the event any of the hereinbefore mentioned holidays falls on the last
day a Captain is off on his or her regular days off period, the following day shall be observed as a
holiday for the purpose of this section; provided, further, however, (b) that in the event any of the
hereinbefore mentioned holidays falls on the first day of a Captain's regular days off period, the
previous day shall be considered as a holiday for the purpose of this section.

Section 13.02 Personal Leave/Floating Holiday – Captains

In addition to the holidays enumerated in Section 12.01, each Police Captain who has completed six
(6) months of service shall be entitled to select one (1) day per calendar year as a Personal
Leave/Floating Holiday with the approval of the Police Chief. The City may, at its discretion, grant
additional hours of leave which may be utilized in the calendar year in which it is granted.

Section 13.03 Holiday Pay – Lieutenants

A. Police Lieutenants shall be paid for one hundred-four (104) hours in lieu of holidays once a year
on or about December 10.

B. In the event of the death of an affected employee serving as a Lieutenant or upon separation from
service, affected employees serving as a Lieutenant shall be paid holiday pay on a pro-rata basis.
Additionally, affected employees serving as Lieutenants less than one (1) year shall be paid
holiday pay on a pro-rata basis.

C. Upon the request of an affected employee serving as Lieutenant and with department head
approval, time off may be taken in lieu of holiday pay.

ARTICLE 14 SICK LEAVE

Section 14.01 Sick Leave – Leave with Pay Due to Illness – Accumulation of Same

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury or
legal quarantine not compensable under the provisions of the Workers’ Compensation Laws of the
State of California. Affected employees shall accumulate sick leave at the rate of one (1) eight (8) hour
day accumulation for each month’s service not to exceed a maximum of 1056 hours. Hours worked in
addition to a regular work week shall not entitle an employee to additional sick leave accumulation.
Sick leave taken by an employee shall be deducted from his or her accumulated credit.

Section 14.02 Sick Leave Accumulated for Physical Examination

The City will allow up to two (2) days of accumulated sick leave each year to be used for purposes of
physical examinations, subject to submission of a doctor’s verification.

Section 14.03 Sick Leave – Payment of Seventy-Five Percent (75%) of Accrual

Effective the first day of December of each year, affected employees who maintain a balance of 1056
hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated
and not used during the preceding twelve-month period. Payment shall be paid at the affected
employee’s regular rate of pay and be paid on or before December 10.
Section 14.04 Sick Leave Accrued – Payment on Separation Prior to December 1

Affected employees who separate employment prior to the first day of December while maintaining a balance of more than 1056 hours of sick leave shall be paid for seventy-five percent (75%) of their unused accrued sick leave accumulated since the preceding December 1. Payment shall be paid at the affected employee’s regular rate of pay.

Section 14.05 Payment of Sick Leave Accrual – Disability Retirement

Upon separation from service because of a disability retirement, affected employees with five (5) years of City service will be compensated for one-hundred percent (100%) of the affected employee’s accumulated unused sick leave at the affected employee’s regular rate of pay at separation.

Section 14.06 Payment of Sick Leave Accrual – After 20 Years of City Service

Upon separation from service, affected employees with twenty (20) years of City service will be compensated for one-hundred percent (100%) of the employee’s accumulated, unused sick leave at the affected employee’s regular rate of pay at separation.

Section 14.07 Payment of Sick Leave Accrual – On Separation from The City of El Segundo

An affected employee who has been employed by the City for five (5) or more years who separates from the City with unused sick leave to their credit, will be compensated in an amount equal to one-half (1/2) the value of such sick leave based upon the affected employee’s regular rate of pay at the time of separation.

Section 14.08 Payment of Sick Leave Accrual – Death of Employee

In the event an affected employee who has been employed by the City for five (5) years or more in a full-time position, dies with unused sick leave to his or her credit, an amount equal to one-hundred percent (100%) of the value of such sick leave based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

Section 14.09 Sick Leave Accumulated for Care of Immediate Family

The City shall allow up to twelve (12) days of accumulated sick leave each calendar year to be use for purposes of medical emergencies, doctor visits and homecare of members of the immediate family. Usage would also be permitted under the following instances:

1. The birth of a child of an employee, and to care for a newborn.

2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee.

3. To care for a member of the immediate family who has a serious health condition.

For the purpose of this section, “immediate family” shall mean the children, parents, grandparents, and siblings of the affected employee, the affected employee’s spouse or significant other.

All applicable sections of City Personnel Rules relative to the documentation and verification of sick leave usage remain in full force and effect.
ARTICLE 15  VACATION LEAVE

Section 15.01  Vacation Time Use

Affected employees shall accrue vacation time on a monthly basis. Vacation leaves may be taken only after an affected employee has completed six (6) months of continuous service with the City.

Section 15.02  Vacation Accrual Schedule

Affected employees shall accrue vacation time according to the following schedule:

A. Ninety-six (96) hours per year with full salary for first five (5) years of continuous service with the City.

B. One hundred-twenty (120) hours per year with full salary after five (5) years and until the completion of ten (10) years of continuous service.

C. One hundred forty-four (144) hours per year with full salary after eleven (11) years and until the completion of fourteen (14) years of continuous service.

D. Two hundred (200) hours per year with full salary after fourteen (14) years of continuous service.

Section 15.03  Vacation Accrual Based on Total Service Time in a PERS or Comparable Agency

Affected employees who have successfully completed their initial probationary period and/or achieved E step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a PERS or comparable agency.

Section 15.04  Vacation Time Accrual – Payment in Lieu Of

Affected employees who have completed one (1) year of service may receive payment in lieu of accrued vacation time up to a maximum of one hundred percent (100%) the annual accrual to which they are entitled by length of service.

Section 15.05  Vacation Time Accrual – For Temporary Industrial Disability

Employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

Section 15.06  Payment of Vacation Time – Death of Employee

In the event of an affected employee’s death, earned, but not yet used Vacation Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such vacation time based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 16  BEREAVEMENT LEAVE

Section 16.01  Bereavement Leave with Pay

A. Affected employees shall be entitled to twenty-four (24) hours of bereavement leave upon the death of an immediate family member with pay per incident which shall increase to forty (40) hours per incident in those circumstances where one-way travel to a funeral or other memorial service is five hundred (500) or more miles measured from El Segundo City Hall.
B. For the purpose of this section, immediate family shall include the children, parents, grandparents, and siblings of the affected employee, the affected employee’s spouse or significant other.

**ARTICLE 17**

**JURY DUTY**

**Section 17.01**

**Provisions**

Employees shall be entitled to a leave of absence for Jury Duty, subject to compliance with all of the following conditions:

1. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than fourteen (14) days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

2. During the first two (2) weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

3. For any portion of Jury Duty that extends beyond the first two (2) weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two (2) or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two (2) weeks, that the employee asked to be excused because of this hardship, and the request was denied.

4. Any compensation for the first two (2) weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

5. While on Jury Duty, the employee must report to work during any portion of a day that the employee is relieved of Jury Duty for three (3) or more consecutive hours.

6. The employee must provide documentation of his or her daily attendance on Jury Duty.

**ARTICLE 18**

**EXCEPTIONAL LEAVE**

**Section 18.01**

**Provision**

The Exceptional Leave Program provides the City Manager discretion to award up to four (4 ) days per calendar year in recognition for extraordinary service of members of the Association, especially where sizable amounts of time are expended outside of normal business hours and beyond the normal requirements of the job. Awarded days may be used for time off or if unused, may be cashed in at the end of the calendar year.

**ARTICLE 19**

**PERSONAL EMERGENCY LEAVE**

**Section 19.01**

**Personal Emergencies – Use of Eligible Leaves**

For affected employee’s personal emergencies, that is, a serious illness of an immediate family member of the affected employee or the employee’s spouse and for cases of extreme and unusual hardship or an emergency nature, affected employees, upon request, shall be entitled to utilize accumulated vacation leave, compensatory time-off, or personal leave day/浮动 holiday, for which prior notification is required; however, in certain instances, notification requirements may be waived.

For the purpose of this section, immediate family shall include the children, parents, grandparents, and siblings of the affected employee, the affected employee’s spouse or significant other.
ARTICLE 20  HEALTH BENEFITS

Section 20.01 Medical Contract

The City contracts with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

Section 20.02 City Medical Contribution

The cumulative monthly City funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed $1,800.00 per month.

Section 20.03 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for affected employees and eligible dependents.

A. Selection of the vision insurance plan carrier shall be made by the City.

B. The City reserves the right to determine the dental insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with affected employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.

C. The City shall make available any city-wide improvements to the dental benefit, to the Association.

D. The City will provide affected employees with $50,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage. Additional insurance coverage for the affected employee (up to $100,000 maximum coverage) and for family members may be purchased at group rates, to the extent authorized by the carrier.

Section 20.04 Employee Assistance Program (EAP)

The City will make available to affected employees an Employee Assistance Program which provides confidential assistance, referrals and counseling to affected employees and members of the affected employee’s immediately family. The program is designed to provide professional assistance and support to help affected employees and their families resolve problems and issues that affect their personal lives or job performance.

Section 20.05 Medical Insurance Continuation – On Duty Death

A. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an affected employee has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased affected employee until age 18. Said medical premium payments on behalf of the children of a deceased affected employee shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased affected employee was receiving at the time of his/her death. For example, if at the time of death, the affected employee was
enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.

C. City funded premiums shall be subject to the monthly limitation in ARTICLE 20.02.

ARTICLE 21  UNIFORMS AND SAFETY EQUIPMENT

Section 21.01 Provision of Uniforms and Safety Equipment

The City shall provide required uniforms and safety equipment to affected employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

Section 21.02 Uniform Allowance

A. Patrol lieutenants shall receive $53 per month of active duty. Non-patrol lieutenants and captains shall receive $40 per month of active duty.

B. The parties are of the opinion that Uniform Allowance qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

ARTICLE 22  RETIREMENT BENEFITS

Section 22.01 PERS Retirement Formula

The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

Section 22.02 PERS Pickup Reported as "Compensation Earnable"

A. The City shall pay on behalf of each affected employee his or her required nine percent (9%) "employee contribution" to CalPERS.

B. The City shall report a set dollar amount equal to the nine percent (9%) "employee contribution" to the California Public Employees' Retirement System as compensation earnable.

Section 22.03 Monetary Value of Employer-Paid Member Contributions (EPMC)

A. As adopted by City of El Segundo Resolution 4499, effective December 19, 2006, the City shall pay the full monetary value of the employer-paid member contributions (EPMC) paid to CalPERS and report such contribution as an item of special compensation on behalf of all members of the Association.

B. The value of EPMC shall be calculated on all "compensation earnable" excluding the special compensation of the monetary value of the EPMC paid to CalPERS by the employer under California Government Section 20636(c)(4).

Section 22.04 Optional Contract Provisions

A. The City shall provide "Level 4" 1959 Survivors Benefits.

B. The City shall provide the Single Highest Year formula.

C. The City shall provide the Military Service credit as public service option.
D. As soon as reasonably practical the City shall provide the Pre-Retirement Option 2W Death Benefit.

Section 22.05 Retiree Health Insurance Contribution Program

Pursuant to the limitations and guidelines set forth in this MOU, the City will contribute to a retiree health insurance contribution program for service and disability retirees who participate in the Public Employees' Medical and Hospital Care Program.

ARTICLE 23 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 23.01 Direct Deposit

It is agreed between the City and the Association that it is in the mutual interest of the City and its employees that all affected employees utilize the currently available direct deposit system. Affected employees who do not desire to utilize direct deposit shall make their wishes known in writing to the Director of Human Resources, together with a statement of their reasons therefore. Exceptions to this direct deposit policy shall not be unreasonably denied.

Section 23.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code. Each employee of the Association is eligible to participate in this voluntary program. The flexible spending account allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.

ARTICLE 24 COMPUTER LOAN PROGRAM

Section 24.01 Initial Loan

Affected employees may apply for up to a $4,000 interest free loan to purchase personal computer hardware and software. Loans are repaid through payroll deductions over a three (3) year period. Outstanding loan balances must be fully paid off at the time an employee separates from the City.

ARTICLE 25 DEFERRED COMPENSATION

Section 25.01 Deferred Compensation Plan (457)

A deferred compensation plan has been established as a benefit to affected employees. Each affected employee is eligible to participate in the plan.

Section 25.02 Deferred Compensation Plan (401a)

The City will pay an amount equal to the affected employee's contribution to deferred compensation up to a maximum of one percent (1%) of the affected employee's total pay, for all Association employees participating in City approved deferred compensation plans.

Section 25.03 Deferred Compensation “Catch Up” Provision

Affected employees with twenty (20) or more years of City service who have reached the age of forty-seven (47) or older can cash out one-third (1/3) of all accrued leave at their regular rate of pay, up to the deferred compensation maximum “catch up” permitted by law, during the affected employee’s last three years of employment. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than 120 hours.
ARTICLE 26  CATASTROPHIC LEAVE PROGRAM

Section 26.01  Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

Section 26.02  Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

Section 26.03  Procedures

A. There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

B. Affected employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the “Request to Receive Donation” form allowing publication and distribution of information regarding his/her situation.

C. Sick Leave, vacation and compensatory time leave donations will be made in increments of not less than one (1) day. These will be hour for hour donations.

D. Affected employees must, at the time of donation, have a minimum of one hundred and twenty (120) hours of accumulated illness/injury leave remaining after a donation has been made.

E. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

ARTICLE 27  LAYOFF PROCEDURES

Section 27.01  Grounds for Layoff

Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 27.02  Notice to Employees

An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.
Section 27.03 At-Will Employees

The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

Section 27.04 Procedures for Layoff

A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (1/2) time from the date of hire with the City.

Section 27.05 Breaking Ties

In cases where two (2) or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- Exceeds Standard - 24 points
- Meets Standard - 12 points
- Below Standard - 0 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 27.06 Reduction to a Vacant Position

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 27.07 Displacement Rights

A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.

B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.
Section 27.08 Salary Placement

An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is closest to the compensation of the employee in the previous classification, but in no case higher, and the employee shall be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on reemployment list or lists.

Section 27.09 Reemployment List

The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three (3) years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

Section 27.10 Letter of Layoff

The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher level position.

Section 27.11 Rights on Reemployment

If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

Section 27.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10, shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 28.01 Definition of Terms

A. Grievance – A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written department or agency rule or regulation or a specific provision of a MOU. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written department or agency rule and/or policy or a specific provision of a MOU.

B. Grievant – A grievant is an employee or group of employees allegedly adversely affected by an act of omission of the agency.
C. **Day** – A day is a business day (Monday – Friday).

D. **Immediate Supervisor** – The first level supervisor of the grievant.

### Section 28.02 Time Limits

A. **Compliance and Flexibility** – With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. **Calculation of Time Limits** – Time limits for the appeal provided in each level shall begin the day following receipt or a written decision of appeal by the employee or employees.

C. **Failure to Meet Timeliness** – Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

### Section 28.03 Procedure for Filing a Grievance

A. In filing a formal written grievance, the employee shall set forth the following information.

1. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.

2. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.

3. The date or dates on which the violation, misinterpretation or misapplication occurred.

4. What documents, witnesses or other evidence supports the grievants’ position.

5. The remedy requested.

### Section 28.04 Grievance Procedure

Grievances will be processed following the procedures set forth below.

A. **Level I** – Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days from the time the employee meets with the supervisor to discuss the employees’ grievance.

B. **Level II** – In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) days to file a formal written grievance with the employee’s immediate supervisor after the fifteen (15) day time period provided in Level I. The immediate supervisor shall, within five (5) days, provide a written response to the grievant.

C. **Level III** – If the formal written grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within five (5) days of the written response from the immediate supervisor. The department head shall respond in writing within ten (10) days.

D. **Level IV** – If the grievance is not resolved by the department head, the grievant may present the
grievance in writing to the City Manager within five (5) days of the Department Head’s written response. The City Manager or his/her designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

Section 28.05 Matters Excluded From the Grievance Procedure

A. The grievance procedure cannot be used for the purpose of resolving complaints, requests or changes in wages, work hours or working conditions.

B. The grievance procedure cannot be used to challenge employee evaluations or performance reviews.

C. The grievance procedure cannot be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.

D. The grievance procedure cannot be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586.

Section 28.06 Conferences

Grievant(s) and City representatives, shall, upon mutual agreement, have the right to a conference at any level of the grievance procedure.

ARTICLE 29 POBR LIMITED APPEALS

Section 29.01 Provisions

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (set forth in Municipal Code § 1-6-16). It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

2. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.
B. Appeal of Written Reprimands

1. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the written reprimand.

2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer (Appeal of Written Reprimands Only)

1. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager's decision shall be final and binding.

2. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

D. Appeal of Other Punitive Action

1. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer's intent to appeal said action.

2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

E. Conduct of Hearing (5 Days or Less Suspensions, Transfers for Purposes of Punishment, Reduction in Salary Caused by a Reassignment.)

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

2. The parties may present opening statements.

3. The parties may present evidence through documents and direct testimony.

4. The parties shall not be entitled to confront and cross-examine witnesses.

5. Following the presentation of evidence, if any, the parties may present closing arguments.

6. The hearing shall be audio recorded.

7. The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the
officer’s case shall be borne by the Association.

8. The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

9. The hearing officer fees shall be equally borne by the City and the Association.

10. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer’s determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

ARTICLE 30 TEMPORARY SERVICE IN HIGHER CLASSIFICATION

Section 30.01 Acting Pay

Where an affected employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such affected employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, “appreciable period of time” is defined as ten (10) consecutive working days, or eight (8) working days if on four/tent (4/10) plan, or longer. The acting pay shall retroactively commence to the first day of the acting assignment.

ARTICLE 31 POLICIES

Section 31.01 Occupational Injury and Illness Policy

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

Section 31.02 Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy dated July 22, 2003.

Section 31.03 Fitness for Duty Policy

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

Section 31.04 Substance Abuse Policy and Drug-Free Workplace Statement

The parties have agreed upon a Substance Abuse Policy and Drug-Free Workplace Statement dated July 1, 2008.
ARTICLE 32  TERM OF AGREEMENT

Section 32.01  Term

The term of this MOU shall commence on July 1, 2008 and shall end on September 30, 2011.

Signed by the City:

Jack Wayt
Bob Hyland
Deborah Cullen

MARCH 31, 2009
Date

Signed by the Association:

Max Phipps
Brian Evanski
Robert Turnbull

MARCH 23, 2009
Date
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AGENDA DESCRIPTION:

Consideration and possible action regarding awarding a contract to G&G Specialty Contractors, Inc. for construction related to Group 32 (24 homes) and Group 33 (28 homes) of the City's Residential Sound Insulation Program (Project Nos. RSI 09-04 and RSI 09-05).
(Estimated construction costs and retention: $948,172 and $661,072)

RECOMMENDED COUNCIL ACTION:

1. Determine that the Bid from California Averland Construction, Inc. is non-responsive;
2. Award contracts to G&G Specialty Contractors, Inc. for Groups 32 and 33;
3. Authorize the City Manager to execute contracts in a form approved by the City Attorney; and/or
4. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Bid submitted by California Averland Construction, Inc. for Group 32
2. Bid submitted by G&G Specialty Contractors, Inc. for Group 32
3. Letter from G&G Specialty Contractors, Inc. dated April 1, 2009
4. Bid submitted by California Averland Construction, Inc. for Group 33
5. Bid submitted by G&G Specialty Contractors, Inc. for Group 33
6. Letter from G&G Specialty Contractors, Inc. dated April 1, 2009
7. Email from Tron Construction, Inc. dated March 31, 2009

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $10,570,900
Additional Appropriation: N/A
Account Number(s): 116-400-0000-8960

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On March 30, 2009 the City Clerk's office opened sealed bids for Group 32 (RSI 09-02) and Group 33 (RSI 09-03) of the City's Residential Sound Insulation (RSI) Program. The results of the bid openings were as follows:

Group 32 (RSI 09-02)
1. California Averland Construction, Inc. .........................$830,619.08
2. G&G Specialty Contractors, Inc. ..............................$861,974.00
3. Tron Construction, Inc. .........................................$869,995.00
4. Karabuild Development, Inc. .................................$922,000.00
5. S&L Specialty Contracting, Inc. ...............................$926,600.00
6. NSA Construction Group, Inc. ...............................$943,000.00
7. Professional Building Contractors, Inc. .....................$972,743.00
Group 33 (RSI 09-03)

1. California Averland Construction, Inc. ................. $591,117.29
2. G&G Specialty Contractors, Inc. ......................... $600,974.00
3. Tron Construction, Inc. ................................ $609,265.00
4. S&L Specialty Contracting, Inc. ......................... $615,900.00
5. Professional Building Contractors, Inc. .............. $653,721.00
6. NSA Construction Group, Inc. ............................ $678,000.00
7. Karabuild Development, Inc. ............................. $684,900.00

Staff reviewed the bids received and found the following:

The Bids submitted California Averland Construction, Inc. were non-responsive for two reasons. First, their bid for each group did not identify manufacturers of major acoustical products to be used (e.g., Aluminum Windows, Vinyl Windows, and Wood Doors) but rather listed a supplier only. Secondly, their bid for each group documents their intent to subcontract one hundred percent (100%) of the work, when the requirements of each project state that “the Contractor must perform, within its own organization, Work amounting to at least fifty percent (50%) of the Contract Price.”

Bids from the second lowest bidder for each project, G&G Specialty Contractors, Inc. (G&G Specialty), were reviewed and found to be responsive with one exception. G&G did not attach copies of each identified addendum, but did acknowledge their receipt in their Bid. G&G has since provided documentation that their bid is based on the addenda in their entirety, and as such, staff is recommending that it be deemed a non-material irregularity.

Another Bidder, Tron Construction, Inc., has sent an email to City staff identifying items which they feel “appear to demonstrate that the bids are non responsive.” (Please see attached email from Tron Construction.) As staff has already concluded that the Bid from California Averland Construction, Inc. was non-responsive, this report will only address the concerns raised regarding the Bids from G&G Specialty Contractors, Inc.

With regards to the concern of evidence of authority to sign – G&G Specialty Contractors, Inc. did submit a letter entitled “Evidence of Authority to Sign” which was signed by the Corporate Secretary/Treasurer and included the company’s corporate seal.

With regards to the concern of the costs of Secondary Sliding Glass Doors – the Bid from G&G Specialty Contractors, Inc. states that the costs are “included in the primary sliding glass door price.”

With regards to the blanks on Page 10 of the Bid Forms submitted by G&G Specialty Contractors, Inc. – the blanks left on the subcontractor listing is not grounds for the Bid to be considered non-responsive.

With regards to Appendices M, N, P & U – these appendices are not required with the Bid, and the required information covered by these appendices is included in the Bid Form which was included with the Bid from G&G Specialty Contractors, Inc.

With regards to the Jurat language regarding Page 13 – The Jurat included by the Bid was from a Notary in Arizona, and therefore the language required for a Notary Public in the state of California is not applicable to the Notary Public who issued the Jurat.
As the City Council is aware, G&G Specialty Contractors, Inc. successfully completed construction for Groups 11, 14 and 18 of the Residential Sound Insulation Program for the City.

The amounts requested for the contracts are $948,172 and $661,072 which represents the Total Bid amounts and an additional 10% for potential change orders related to unforeseen conditions.

As the City Council is aware, eighty percent (80%) of costs associated with the Residential Sound Insulation Program are covered by federal grant funding from the Federal Aviation Administration (FAA). This remains a funding source until those funds identified in the Grant Implementation Plan to the City of Los Angeles are exhausted. Remaining expenses, except for elective “Owner Upgrades” selected by property owners, are paid for by funding received as part of the settlement agreement with LAWA.

With the successful completion of Groups 32 and 33, the total number of residences completed by the City’s RSI Program is expected to be 994, as Group 31 construction has been delayed.
# Bidders' Proposal and Statement

City of El Segundo, Los Angeles County, California

Project Number RSI 09-02
"Residential Sound Insulation Program – Group 32"

**Proposal**

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Contract Documents, and has read the accompanying "Bidding Instructions" and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "Residential Sound Insulation Program – Group 32" in strict conformity with the Contract Documents and at the following lump sum price, to wit:

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<td></td>
</tr>
<tr>
<td></td>
<td>A/C Upgrade</td>
<td>$6,800</td>
<td>$46,413</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.21 130 E. Maple Ave.</td>
<td>RSI Improvements</td>
<td>$40,990</td>
<td>$42,750</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Window 24 &amp; 25 Upgrade</td>
<td>$960</td>
<td></td>
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<tr>
<td></td>
<td>Door C Upgrade</td>
<td>$450</td>
<td></td>
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<td></td>
<td>Window sill Upgrade</td>
<td>$2,500</td>
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<tr>
<td>32.22 741 Hillcrest St.</td>
<td>RSI Improvements</td>
<td>$25,817</td>
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<tr>
<td></td>
<td>A/C Upgrade</td>
<td>$2,900</td>
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</tr>
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<td></td>
<td>Electrical Upgrade</td>
<td>$1,200</td>
<td>$30,017</td>
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<td>32.23 859 Virginia Ave.</td>
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<td>$33,191</td>
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<tr>
<td></td>
<td>Door A Upgrade</td>
<td>$640</td>
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<tr>
<td>32.24 431 W. Oak Ave.</td>
<td>RSI Improvements</td>
<td>$51,115</td>
<td>$51,115</td>
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<tr>
<td>32.25 431 W. Oak Ave, Back Unit</td>
<td>RSI Improvements</td>
<td>$149,350.08</td>
<td>$149,350.08</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Bid (Contract Sum)**

Eight hundred thirty thousand six hundred nine dollars 08/100

$830,619.08

In case of discrepancy between the words and figures, the words must prevail.

**NOTICE:** BIDDERS WILL NOT BE RELEASED DUE TO ERRORS AND ILLEGIBLE BIDS MUST BE DISQUALIFIED

**NOTICE:** Total Bid (Contract Sum) must equal the total of Schedule of Values. If the Total Bid does not equal the total of the Schedule of Values, it is grounds for rejection of the Bid. Furthermore, inconsistencies between the Schedule of Values and the Plans for each Dwelling are grounds for rejection of the Bid.

This bid is based upon completing the work as set in the Construction Schedule published in the Contract Documents. If awarded the contract for the Work, the undersigned hereby agrees to
sign the contract and furnish the necessary bonds not more than ten (10) calendar days after Notice to Proceed date.

Enclosed is a Bidder’s Bond, certified check or cashier’s check, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bonds or check and money payable therein must be fortified to and become the property of the City of El Segundo, State of California.

Name of Firm: California Averland Construction, Inc.
Address: 339 N. Virgil Ave LA, CA 90004
Telephone Number: (323) 667-0071
Contractor’s License Number: 810681
Type of License: B, C36
License Expiration Date: 7/21/2010
Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other

I declare under penalty of perjury that the foregoing is true and correct.

Contractor Representative: David Lee
Title: General Manager
Signature:

Dated this 28 day of March, 2009.

If Corporation, please attach evidence of authority to sign.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
Bidder acknowledges receipt of the following addenda, has become familiar with their contents, and has accounted for all such changes in the Bidder's Proposal and Statement. The Bidder must attach copies of transmittal letters and facsimile cover sheets for each identified addendum.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3/10/09</td>
</tr>
<tr>
<td>2</td>
<td>3/10/09</td>
</tr>
<tr>
<td>3</td>
<td>3/19/09</td>
</tr>
<tr>
<td>4</td>
<td>3/24/09</td>
</tr>
<tr>
<td>5</td>
<td>3/25/09</td>
</tr>
</tbody>
</table>

Signature: [Signature]

Dated this 28 day of March, 2009.
GROUP 32 – ADDENDUM NUMBER 1

March 10, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 32 (RSI 09-02)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of one hundred and seventeen (117) total pages (including this cover page). Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Insert Construction Schedule (1 pages)

Item 2 Replace page 3 of Bidding Instructions with page attached (1 page)

Item 3 Delete Item 1.1 C from section 02 80 00 (Facility Remediation) which reads, “All hazardous materials abatement must be performed by a sub-contractor.”

Item 4 Add Division 00 & Division 01 (114 pages)

Item 5 Replace Item 3.1-A in Section 07 30 00 (Roofing Systems) which reads, “The work and materials must be performed by or under the continuous direct supervision of a roofing sub-Contractor that has a C39 Specialty License and at least 2 years of documented experience in the roofing trade.” with:

“The work must be performed by, or under continuous direct supervision of, an individual whom has at least two (2) years of recent experience in the roofing trade, and whose employer (Contractor or Sub-Contractor) maintains a current C39 Specialty License. A copy of the Specialty License and documentation showing the employee’s working history for the past two (2) years must be included in the roofing submittal.

END OF ADDENDUM
GROUP 32 – ADDENDUM NUMBER 2

March 10, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 32 (RSI 09-02)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of one hundred and seventeen (117) total pages (including this cover page). Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Replace Division 00 & Division 01 from Addendum #1 with attached Division 00 & Division 01. (114 pages)

END OF ADDENDUM
PRODUCT SUBSTITUTIONS. The Bidder's attention is called to the "Or Equal" section of the General Requirements for the substitution of listed products.

SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will do so perform.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Residential Sound Insulation Program offices.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

PRE-BID CONFERENCE. Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, and accept comments. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

FORM AND STYLE OF BIDS

9.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.
GROUP 32 – ADDENDUM NUMBER 3

March 19, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 32 (RSI 09-02)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of this cover page. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Omit page 6 (untitled table) from Appendix C (Group 32 Bid Form – RSI 09-02)

END OF ADDENDUM
GROUP 32 – ADDENDUM NUMBER 4

March 24, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 32 (RSI 09-02)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of one hundred and two (102) total pages (including this cover page). Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Bid Opening is postponed until Monday, March 30, 2009 at 11:00 am
Item 2 Replace Appendix C (Bid Form – Group 32) with attached Appendix C (20 pages)
Item 3 Replace Division 00 with attached Division 00 (81 pages)

END OF ADDENDUM
GROUP 32 – ADDENDUM NUMBER 5

March 25, 2009

Project:  City of El Segundo
Residential Sound Insulation Program – Group 32 (RSI 09-02)

To:  Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists 2 pages (including this cover page). Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1  Replace Construction Schedule with Construction Schedule attached. (1 page)

Item 2  Wherever 92% efficiency furnaces are being installed, existing flues are not to be utilized, rather replaced with flues that are compatible with the furnaces being installed and meeting or exceeding all municipal code requirements.

END OF ADDENDUM
City of El Segundo
Residential Sound Insulation Program

<table>
<thead>
<tr>
<th>RSI Number</th>
<th>Homeowner(s)</th>
<th>Address</th>
<th>Start</th>
<th>Punch List</th>
<th>Final</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.01</td>
<td>Blacksten/Knoll</td>
<td>509 E. Walnut Avenue</td>
<td>7/20/2009</td>
<td>7/29/2009</td>
<td>8/3/2009</td>
<td>10 Working Days</td>
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<tr>
<td>32.02</td>
<td>Blacksten/Knoll</td>
<td>511 E. Walnut Avenue</td>
<td>7/21/2009</td>
<td>7/30/2009</td>
<td>8/3/2009</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>32.08</td>
<td>Emmett</td>
<td>854 Hillcrest Street</td>
<td>7/30/2009</td>
<td>8/10/2009</td>
<td>8/12/2009</td>
<td>10 Working Days</td>
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<tr>
<td>32.11</td>
<td>Howard</td>
<td>851 Hillcrest Street</td>
<td>8/5/2009</td>
<td>8/14/2009</td>
<td>8/18/2009</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>32.06</td>
<td>Luetgins</td>
<td>1017 E. Acacia Avenue</td>
<td>8/10/2009</td>
<td>8/19/2009</td>
<td>8/21/2009</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>32.21</td>
<td>Cervaneck</td>
<td>830 E. Maple Avenue</td>
<td>8/31/2009</td>
<td>9/10/2009</td>
<td>9/14/2009</td>
<td>10 Working Days</td>
</tr>
</tbody>
</table>

***Construction must be complete by noon on the Punch List date, allowing for a Punch List inspection in the afternoon, with completion of all Punch List items (if any) by the Final date of construction."
DESIGNATION OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

Bidders must identify as subcontractors all individuals and/or companies that are not direct employees of the Bidder that will perform any portion of the work under the Contract. Each Bidder must set forth below: (a) the work activity to be performed, (b) the name of the subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this contract, (c) the mailing address of the subcontractor’s business location, (d) the license number of the subcontractor, and (e) the contract total and corresponding percentage of the bid. The Bidder must list only one subcontractor for each portion of work to be performed.

If a Bidder fails to specify a subcontractor for a portion of work to be performed under the contract, the Bidder is deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No Bidder whose bid is accepted must (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid. Subletting or subcontracting of any portion of the work must only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City awarding this contract setting forth the facts constituting the emergency or necessity.

MATERIAL SUPPLIERS

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Supplier</th>
<th>Contract Value</th>
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</thead>
<tbody>
<tr>
<td>Aluminum Windows</td>
<td>Michael D. Casney</td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td>Specialty Door Comp.</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>525-A Railroad Ave</td>
<td></td>
</tr>
<tr>
<td>City / State / Zip Code</td>
<td>San Francisco, CA 94080</td>
<td>$64,368.00</td>
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<tr>
<td>Phone Number</td>
<td>(650) 589-4088</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td>(650) 589-4288</td>
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<tr>
<td>Email Address</td>
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</table>

<table>
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<tr>
<th>Contact Person</th>
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<td>Fax Number</td>
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<td>Email Address</td>
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<tr>
<td>Vinyl Windows</td>
<td>Bob</td>
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<tr>
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<td>-----</td>
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<tr>
<td></td>
<td>Discount Exteriors</td>
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<td>Company</td>
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<tr>
<td></td>
<td>17612 Beach Blvd, Huntington Beach, CA 92647</td>
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<td>Address</td>
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<tr>
<td></td>
<td>City / State / Zip Code</td>
</tr>
<tr>
<td></td>
<td>(714) 596-6766</td>
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<table>
<thead>
<tr>
<th>Wood Doors</th>
<th>Michael D. Carney</th>
<th>Contact Person</th>
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<td>Company</td>
</tr>
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<td></td>
<td>565-A Railroad Ave.</td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94080</td>
<td>Address</td>
</tr>
<tr>
<td></td>
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<td>City / State / Zip Code</td>
</tr>
<tr>
<td></td>
<td>(415) 589-4888</td>
<td>Phone Number</td>
</tr>
<tr>
<td></td>
<td>(415) 594-4298</td>
<td>Fax Number</td>
</tr>
<tr>
<td></td>
<td>Email Address</td>
<td>Email Address</td>
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</tbody>
</table>

Amount already included on page #6
| Secondary (Storm) Doors | Michael D. Cenney  
**Specialty Door Corp.**  
555-A Railroad Ave.  
San Francisco, CA 94126  
(650) 589-4888  
Fax Number  
Email Address | Greg Murtha  
**Mon-Ray, Inc.**  
381 Boone Ave.  
Minneapolis, MN  
(800) 544-5446  
Fax Number  
Email Address | Amount already included on page #6 |
|---|---|---|
| Sliding Glass Doors | Bob  
**Discount Exteriors**  
17612 Beach Blvd.  
Huntington Beach, CA 92642  
(714) 596-6766  
Phone Number  
Fax Number  
Email Address | | Amount already included on page #7 |
| Secondary Sliding Glass Doors | Bob  
**Discount Exteriors**  
17612 Beach Blvd.  
Huntington Beach, CA 92642  
(714) 596-6766  
Phone Number  
Fax Number  
Email Address | | Amount already included on page #7 |
<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>City / State / Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.A. Averland Const.</td>
<td>339 N. Virgil Ave</td>
<td>LA, CA 90004</td>
<td>(323) 667-0071</td>
<td>(323) 667-1034</td>
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<table>
<thead>
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<th>City / State / Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>C.A. Averland Const.</td>
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<td>LA, CA 90004</td>
<td>(323) 667-0071</td>
<td>(323) 667-1034</td>
<td></td>
</tr>
</tbody>
</table>

**Included with the RSI Program**

<table>
<thead>
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<th>Company</th>
<th>Address</th>
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<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
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</thead>
<tbody>
<tr>
<td>Zodiac</td>
<td>14411 Gilmore St</td>
<td>Van Nuys, CA 91401</td>
<td>(818) 785-3699</td>
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**Included with the RSI Program**

**HVAC Equipment**

<table>
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<tr>
<th>Company</th>
<th>Address</th>
<th>City / State / Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zodiac</td>
<td>14411 Gilmore St</td>
<td>Van Nuys, CA 91401</td>
<td>(818) 785-3699</td>
<td></td>
<td></td>
</tr>
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</table>

**$ 97,200.00**

Bidder's Proposal and Statement
Group 32 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program
<table>
<thead>
<tr>
<th>Work Activity</th>
<th>Name of Subcontractor</th>
<th>Mailing Address of Subcontractor's Business Location</th>
<th>License Number</th>
<th>Percentage of Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows and sliding glass doors</td>
<td>Discount Exteriors</td>
<td>17612 Beach Blvd, Huntington Beach, CA 92649</td>
<td>746146</td>
<td>31%</td>
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<tr>
<td>Wood doors, secondary windows</td>
<td>Specialty Door Comp.</td>
<td>525-A Railroad Ave, S. San Francisco, CA 94103</td>
<td></td>
<td>8%</td>
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<tr>
<td>Mechanical</td>
<td>Pacific Heating A/C</td>
<td>14411 Gilmore Ave, Van Nuys, CA 91401</td>
<td>727952</td>
<td>24%</td>
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<td>Insulation Co.</td>
<td>Insulation Co.</td>
<td>9702 Klingerman St, South El Monte, CA 91733</td>
<td>623869</td>
<td>16%</td>
</tr>
<tr>
<td>HK Electrical</td>
<td>HK Electrical Inc.</td>
<td>1742 S. Cahry St, Granada, CA 91344</td>
<td>781415</td>
<td>21%</td>
</tr>
</tbody>
</table>
# REFERENCES

Please list similar projects on which you were the general contractor. This information must be included with your bid, and will be used by the City in assessing your capabilities and qualifications for performing the work. You are hereby advised that this project is complex and requires an experienced contractor. Your bid will be considered non-responsive if the information you provide is untrue or is insufficient to allow the City to adequately assess your capabilities and qualifications. Please copy this sheet if you need more space.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project No.</th>
<th>Agency</th>
<th>Dollar Value</th>
<th>Contact Person</th>
<th>Tel. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>KRP Renovation</td>
<td>CIP 55-08/09-04</td>
<td>City of West Hollywood</td>
<td>$78,880.00</td>
<td>Dave Gonzalez</td>
<td>(323) 448-6489</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Office Expansion</td>
<td>PW 07/09 -02</td>
<td>City of Lauderale</td>
<td>$59,000.00</td>
<td>Elroy Kiepke</td>
<td>(610) 973-3260</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Katelle Renovation</td>
<td>KR</td>
<td></td>
<td>$118,000.00</td>
<td>Carlo Benedetti</td>
<td>(333) 653-1418</td>
</tr>
<tr>
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<td></td>
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</tr>
<tr>
<td>Larchmont</td>
<td>LR</td>
<td>And Our Development</td>
<td>$460,000.00</td>
<td>Young Kim</td>
<td>(213) 388-5339</td>
</tr>
</tbody>
</table>

---

Bidder's Initials: DL
**BIDDER’S BOND**

(Not necessary when cashier’s check accompanies Bidder’s Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California, (“City”), in the sum of __________________________ dollars ($_________________), to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-02, Residential Sound Insulation Program – Group 32, (“Project”), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we hereunto set our hands and seal this ___ day of ______________, 2009.

____________________________
Principal

By ______________________________________

____________________________
Title

____________________________
Surety

By ______________________________________

Attorney in Fact

________
(Seal)

Notarial certificate of attorney in fact and seal of surety must be attached.

(NOTE: The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company’s printed standard form.)
BIDDER'S BOND

(Not necessary when cashier's check accompanies Bidder's Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California, ("City"), in the sum of TEN PERCENT OF AMOUNT BID _______ dollars ($_______), to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-02, Residential Sound Insulation Program – Group 32, ("Project"), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we hereunto set our hands and seal this *_ day of __________, 2009.

* MARCH 20, 2009

CALIFORNIA AVERLAND CONSTRUCTION, INC.
Principal

By ________________________________

_______________________________ Title

INDEMNITY COMPANY OF CALIFORNIA
Surety

By ________________________________

Attorney in Fact PHILIP VEGA

(Seal)

Notarial certificate of attorney in fact and seal of surety must be attached.

(NO) The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's printed standard form.)
POWERS OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO BOX 19723, IRVINE, CA 92623 (949) 263-3100

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do hereby make, constitute and appoint

***Phillip E. Vega, Frank Morones, jointly or severally***

as their true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the name with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005

[Signature]
David H. Rhodes, Executive Vice President

[Signature]
Walter A. Crowell, Secretary

STATE OF CALIFORNIA
COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose signatures above subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that he/she/they signed signature(s) on the instrument and the capacity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(SEAL)

Gina L. Garner
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 31, 2009

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 20TH day of MARCH 2009

By

Albert Hillebrand
Assistant Secretary

10-1350 (Rev. 12/05)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/28/09 before me, Monica Blaisdell, Notary

personally appeared Philip Vega

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/their authorized
capacity(ies) and that by his/her/their signature(s) upon
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
tru and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ___________ Number of Pages: ___________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

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

Signer Is Representing: ____________________________

Signer's Name: ____________________________

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

Signer Is Representing: ____________________________
NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she is authorized to represent the party ("Bidder") making the foregoing bid; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract; that the bid is genuine and not collusion or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, or that anyone must refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: CALIFORNIA ÁVERLAND CONSTRUCTION INC
Address: 389 N. VIRGIL AVE, LA, CA 90004
Telephone Number: 323-667-0071
Contractor Representative: David Lee
Title: GENERAL MANAGER
Signature: 

Subscribed and Sworn To Before Me this 25 day of March, 2009.

Signature: 

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

My Commission Expires May 8, 2009

[Notarial Seal]

Bidder's Proposal and Statement Group 32 (Addendum #4) 13

City of El Segundo Residential Sound Insulation Program
BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder ☐ has participated ☒ has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder ☐ has submitted ☒ has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder must submit a compliance report on Standard Form 100, “Employee Information Report EEO-I” prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC.
Address: 339 N. VIRGIL AVE. LA. CA. 90044
Telephone Number: 323-661-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: ____________________________

Dated this 30th day of MARCH, 2009.
CERTIFICATION OF NON-SEGREGATED FACILITIES

(Contractors / Subcontractors)

(A certificate of Non-segregated Facilities must be submitted prior to award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of Equal Opportunity Clauses)

The Federally assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certification in its files.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC

Address: 339 N. VIRGIL AVE, LA, CA 9004

Telephone Number: 323-667-0071

Contractor Representative: DAVID LEE

Title: GENERAL MANAGER

Signature: ____________________________

Dated this 30TH day of MARCH, 2009.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26
RELATING TO
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR part 26 that bidder has made a reasonable effort to meet goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that the bidder, if the contract is awarded to bidder, will have a DBE participation of three percent (5%) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Documents, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Name of Firm: CALIFORNIA AVENLAND CONSTRUCTION (NC)
Address: 389 N. VIRGIL AVE, LAC A. 90004
Telephone Number: 323-667-6071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: 

Dated this 30TH day of MARCH, 2009.
SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000
(49 CFR PART 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

Name of Firm: CALIFORNIA AUERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, LA, CA. 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: ____________________________

Dated this 30th day of MARCH, 2009.
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract must be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the City, cancellation of the contract at no cost to the government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor must provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
Name of Firm: CALIFORNIA ÄVERLAND CONSTRUCTION INC
Address: 389 N. VIRGIL AVE, LA, CA. 90004
Telephone Number: 323-661-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER
Signature: [Signature]

Dated this 30th day of MARCH, 2009.
BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in A. below.

A. The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include:
   a.) those products produced in the United States or
   b.) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty percent (60%) of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, L.A., CA 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: __________________________

Dated this 30TH day of MARCH, 2009.
BIDDERS’ PROPOSAL AND STATEMENT
CITY OF EL SEGUNDO, LOS ANGELES COUNTY, CALIFORNIA

Project Number RSI 09-02
“Residential Sound Insulation Program – Group 32”

PROPOSAL

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is full informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Contract Documents, and has read the accompanying “BIDDING INSTRUCTIONS” and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the “Residential Sound Insulation Program – Group 32” in strict conformity with the Contract Documents and at the following lump sum price, to Wit:

<table>
<thead>
<tr>
<th>ID</th>
<th>Address</th>
<th>Description</th>
<th>Engineer’s Estimate</th>
<th>Bid Amount</th>
<th>Bidder’s Property Subtotal</th>
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</thead>
<tbody>
<tr>
<td>32.01</td>
<td>509 E. Walnut Ave</td>
<td>RSI Improvements</td>
<td>$</td>
<td>$20,824</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>A/C Upgrade</td>
<td>$</td>
<td>$3,352</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Electrical Upgrade</td>
<td>$</td>
<td>$795</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical breaker panel Upgrade</td>
<td>$</td>
<td>$398</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sill &amp; Frame damage Upgrade</td>
<td>$</td>
<td>$417</td>
<td>$25,786</td>
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<tr>
<td>32.02</td>
<td>511 E. Walnut Ave</td>
<td>RSI Improvements</td>
<td>$</td>
<td>$24,025</td>
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<tr>
<td></td>
<td></td>
<td>A/C Upgrade</td>
<td>$</td>
<td>$3,352</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical breaker panel Upgrade</td>
<td>$</td>
<td>$398</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Damaged Sill Upgrade</td>
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<td>$139</td>
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<td>A/C Upgrade</td>
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<td>$3,239</td>
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<td>Electrical breaker panel Upgrade</td>
<td>$</td>
<td>$795</td>
<td>$26,176</td>
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Bidder’s Proposal and Statement
Group 32 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program
<table>
<thead>
<tr>
<th>Bidder's Proposal and Statement</th>
<th>2</th>
<th>City of El Segundo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 32 (Addendum #4)</td>
<td></td>
<td>Residential Sound Insulation Program</td>
</tr>
<tr>
<td>32.04 812 McCarthy Ct.</td>
<td>RSI Improvements</td>
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<tr>
<td>RSI Improvements</td>
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<tr>
<td>A/C Upgrade</td>
<td>$3,580</td>
<td></td>
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<tr>
<td>Electrical Upgrade</td>
<td>$1,193</td>
<td></td>
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<tr>
<td>Door B Upgrade</td>
<td>$3,127</td>
<td></td>
</tr>
<tr>
<td>Skylight Upgrade</td>
<td>$682</td>
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<tr>
<td>Grid Upgrade</td>
<td>$761</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$41,412</strong></td>
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<tr>
<td>32.06 1017 E. Acacia Ave.</td>
<td>RSI Improvements</td>
<td>$33,190</td>
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<tr>
<td>RSI Improvements</td>
<td>$33,190</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$33,190</strong></td>
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<tr>
<td>32.07 310 W. Oak Ave.</td>
<td>RSI Improvements</td>
<td>$29,304</td>
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<tr>
<td>RSI Improvements</td>
<td>$29,304</td>
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<td>32.08 854 Hillcrest St.</td>
<td>RSI Improvements</td>
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<td>A/C Upgrade</td>
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<td>Electrical Upgrade</td>
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<tr>
<td>Window 20 Upgrade</td>
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<td>Window 12 Upgrade</td>
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<td>32.10 516 W. Acacia Ave.</td>
<td>RSI Improvements</td>
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<tr>
<td>RSI Improvements</td>
<td>$41,787</td>
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<tr>
<td><strong>Total</strong></td>
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<tr>
<td>32.11 851 Hillcrest St.</td>
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<td>RSI Improvements</td>
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<tr>
<td>32.12 920 Dune St.</td>
<td>RSI Improvements</td>
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<td>A/C Upgrade</td>
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<tr>
<td>Electrical Upgrade</td>
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<tr>
<td>Door A Upgrade</td>
<td>$552</td>
<td></td>
</tr>
<tr>
<td>Tinted glass Upgrade</td>
<td>$1,136</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$42,859</strong></td>
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<td>32.13 901 Loma Vista St.</td>
<td>RSI Improvements</td>
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<td>Electrical Upgrade</td>
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<td>32.14 705 Redwood Ave.</td>
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<td>$3,580</td>
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<td>Windows 8 &amp; 9 Upgrade $1,193</td>
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<tr>
<td>32.25</td>
<td>431 W. Oak Ave, Back Unit</td>
<td>RSI Improvements $10,043</td>
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**Total Bid (Contract Sum)**

Eight Hundred Sixty One Thousand Nine Hundred Seventy Four Dollars and No Cents

$ 861,974.00

In case of discrepancy between the words and figures, the words must prevail.

**NOTICE:** BIDDERS WILL NOT BE RELEASED DUE TO ERRORS AND ILLEGIBLE BIDS MUST BE DISQUALIFIED

**NOTICE:** Total Bid (Contract Sum) must equal the total of Schedule of Values. If the Total Bid does not equal the total of the Schedule of Values, it is grounds for rejection of the Bid. Furthermore, inconsistencies between the Schedule of Values and the Plans for each Dwelling are grounds for rejection of the Bid.

This bid is based upon completing the work as set in the Construction Schedule published in the Contract Documents. If awarded the contract for the Work, the undersigned hereby agrees to

Bidder's Proposal and Statement 3
Group 32 (Addendum #4)
City of El Segundo
Residential Sound Insulation Program
sign the contract and furnish the necessary bonds not more than ten (10) calendar days after Notice to Proceed date.

Enclosed is a Bidder’s Bond, certified check or cashier’s check, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bonds or check and money payable therein must be fortified to and become the property of the City of El Segundo, State of California.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor's License Number: 839072
Type of License: B/ASB
License Expiration Date: 05/31/2010

Type of Entity: □ Sole Proprietorship □ Partnership ☐ Corporation □ Other

I declare under penalty of perjury that the foregoing is true and correct.

Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]

Dated this 30th day of March, 2009.

If Corporation, please attach evidence of authority to sign.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder's Proposal and Statement Group 32 (Addendum #4)

City of El Segundo Residential Sound Insulation Program
Evidence of Authority to Sign

March 20, 2009

To Whom It May Concern:

The following individuals has authority to sign documents as a representative of G & G Specialty Contractors, Inc.:

Charles E. GoodBallet, Vice-President
James Scott GoodBallet, Vice-President

(Teresa L. GoodBallet
Corporate Secretary/Treasurer

(Corporate Seal)
Bidder acknowledges receipt of the following addenda, has become familiar with their contents, and has accounted for all such changes in the Bidder's Proposal and Statement. The Bidder must attach copies of transmittal letters and facsimile cover sheets for each identified addendum.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
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<td>03/24/2009</td>
</tr>
<tr>
<td>05</td>
<td>03/25/2009</td>
</tr>
</tbody>
</table>

Signature: ____________________________

Dated this 30th day of March, 2009.
DESIGNATION OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

Bidders must identify as subcontractors all individuals and/or companies that are not direct employees of the Bidder that will perform any portion of the work under the Contract. Each Bidder must set forth below: (a) the work activity to be performed, (b) the name of the subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this contract, (c) the mailing address of the subcontractor's business location, (d) the license number of the subcontractor, and (e) the contract total and corresponding percentage of the bid. The Bidder must list only one subcontractor for each portion of work to be performed.

If a Bidder fails to specify a subcontractor for a portion of work to be performed under the contract, the Bidder is deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No Bidder whose bid is accepted must (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid. Subletting or subcontracting of any portion of the work must only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City awarding this contract setting forth the facts constituting the emergency or necessity.

**MATERIAL SUPPLIERS**

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<thead>
<tr>
<th>Manufacturer</th>
<th>Supplier</th>
<th>Contract Value</th>
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<tbody>
<tr>
<td>Aluminum Windows</td>
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<td>$61,610</td>
</tr>
<tr>
<td>Marilyn Burton</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Company</td>
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</tr>
<tr>
<td>Peerless Products</td>
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<tr>
<td>15500 College</td>
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<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>City / State / Zip Code</td>
<td>City / State / Zip Code</td>
<td></td>
</tr>
<tr>
<td>(800) 279-9999</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>(913) 752-1299</td>
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<td></td>
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<td>Email Address</td>
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<td>Vinyl Windows</td>
<td>Milgard Windows &amp; Doors</td>
<td>Same as manufacturer</td>
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<tr>
<td>---------------</td>
<td>------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Joe Dupuy</td>
<td>Contact Person</td>
<td>Contact Person</td>
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<tr>
<td></td>
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<tr>
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<td>Address</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Tacoma, WA 98424</td>
<td>City / State / Zip Code</td>
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<tr>
<td>(805) 391-3826</td>
<td>Phone Number</td>
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</tr>
<tr>
<td></td>
<td>(805) 578-0380</td>
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<table>
<thead>
<tr>
<th>Wood Doors</th>
<th>Mike Shadle</th>
<th>Mike Ghezvat</th>
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</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Vancouver Door Inc.</td>
<td>Contact Person</td>
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<tr>
<td>Company</td>
<td>Specialty Door Co.</td>
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</tr>
<tr>
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</tr>
<tr>
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<td></td>
<td>So San Francisco, CA 94080</td>
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<td>City / State / Zip Code</td>
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<td>(253) 845-5981</td>
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<td>(650) 589-4288</td>
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<tr>
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<td>Phone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>(253) 845-3364</td>
<td>(650) 589-4288</td>
<td><a href="mailto:mike@specialtydoor.net">mike@specialtydoor.net</a></td>
</tr>
<tr>
<td>Fax Number</td>
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</tr>
<tr>
<td><a href="mailto:mshadle@vancouverdoor.com">mshadle@vancouverdoor.com</a></td>
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<tr>
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<td>Mike Ghezvat</td>
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<tr>
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</tr>
<tr>
<td>San Diego, CA 92117</td>
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</tr>
<tr>
<td>(619) 247-9106</td>
<td></td>
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<tr>
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<td></td>
<td>(619) 299-6292</td>
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Included in primary sliding glass door price

Bidder's Proposal and Statement  Group 32 (Addendum #4) 8

City of El Segundo Residential Sound Insulation Program
<table>
<thead>
<tr>
<th><strong>Fireplace Dampers</strong></th>
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<tr>
<td>Bernard Dalvin Mfg Co.</td>
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<td>5205 208th Street</td>
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<tr>
<td>Farmington, MN 55024</td>
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</tr>
<tr>
<td>(651) 460-1080</td>
<td>Phone Number</td>
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<tr>
<td>(651) 460-6080</td>
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<tr>
<td>Portland Willamette</td>
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<tr>
<td>8400 Melrose Avenue</td>
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</tr>
<tr>
<td>Los Angeles, CA 90060</td>
<td>City/State/Zip Code</td>
<td></td>
</tr>
<tr>
<td>(323) 966-4789</td>
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<tr>
<td>205 South Fuente St.</td>
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</tr>
<tr>
<td>Brea, CA 92821</td>
<td>City/State/Zip Code</td>
<td></td>
</tr>
<tr>
<td>(714) 578-5200</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
<td></td>
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## SUBCONTRACTORS

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<tr>
<th>Work Activity</th>
<th>Name of Subcontractor</th>
<th>Mailing Address of Subcontractor's Business Location</th>
<th>License Number</th>
<th>Percentage of Bid Total</th>
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<tr>
<td>Electrical</td>
<td>Auston Service Group</td>
<td>317 S. Isis Avenue Suite 205 Inglewood, CA 90301</td>
<td>720050</td>
<td>4.9%</td>
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<td>Hazmat</td>
<td>Design for Health</td>
<td>3574 Kettner Blvd San Diego, CA 92101</td>
<td>527960 &amp; 778686</td>
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<tr>
<td>HVAC</td>
<td>Zodiac Heating &amp; Air Conditioning, Inc.</td>
<td>1441 Gilmore Street Van Nuys, CA 91401</td>
<td>722952</td>
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<tr>
<td>Insulation</td>
<td>MD Insulation Company</td>
<td>9702 Klingerman St. So. El Monte, CA 91733</td>
<td>623669</td>
<td>1.7%</td>
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<tr>
<td>Roofing</td>
<td>Ramsey Roofing</td>
<td>142 Sheldon Street El Segundo, CA</td>
<td>315254</td>
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<tr>
<td>Duct Cleaning</td>
<td>Rapid Duct Testing</td>
<td>PO Box 10021 Burbank, CA 91510</td>
<td>2004664 &amp; 0717027</td>
<td>0.4%</td>
</tr>
</tbody>
</table>
# REFERENCES

Please list similar projects on which you were the general contractor. This information must be included with your bid, and will be used by the City in assessing your capabilities and qualifications for performing the work. You are hereby advised that this project is complex and requires an experienced contractor. Your bid will be considered non-responsive if the information you provide is untrue or is insufficient to allow the City to adequately assess your capabilities and qualifications. Please copy this sheet if you need more space.

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Project No.</th>
<th>Agency</th>
<th>Contact Person</th>
<th>Description of Project</th>
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<tr>
<td>1</td>
<td>RMS Group 4.01</td>
<td>AV09000063 - JOA 1</td>
<td>City of Phoenix</td>
<td>Jarrod Kerns (Architect)</td>
<td>Sound remediation of 34 residences in Phoenix, AZ</td>
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<td>10104-085 'A'</td>
<td>Tucson Airport Authority</td>
<td>Joe Bustamante</td>
<td>Sound remediation of 42 residences in Tucson, AZ</td>
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<td>Sound Insulation Program Phase B</td>
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<td>Tucson Airport Authority</td>
<td>Joe Bustamante</td>
<td>Sound remediation of 42 residences in Tucson, AZ</td>
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Bidder's Initials

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Bidder's Proposal and Statement
Group 32 (Addendum #4)
City of El Segundo
Residential Sound Insulation Program
BIDDER’S BOND
(Not necessary when cashier’s check accompanies Bidder’s Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California, ("City"), in the sum of 10% of Bid Amount dollars ($10% of Bid Amount), to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-02, Residential Sound Insulation Program – Group 32, ("Project"), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we hereunto set our hands and seal this 23 day of March, 2009.

[Signature]
Principal

[Signature]
Title

Insurance Company of the West

Surety

By

Attorney in Fact

(Seal)

Notarial certificate of attorney in fact and seal of surety must be attached.

(Note: The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's printed standard form.)

Bidder’s Proposal and Statement
Group 32

City of El Segundo
Residential Sound Insulation Program
ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company
Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RONALD H. ESTABROOK, MARY E. LIGHTLE

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.

Jeffrey D. Sweeney, Assistant Secretary
State of California County of San Diego

J. Douglas Browne, Senior Vice President
INSURANCE COMPANY OF THE WEST EXPLORER INSURANCE COMPANY INDEPENDENCE CASUALTY AND SURETY COMPANY

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, 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 they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons 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.

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

*RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures, and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photostamping.*

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 23rd day of March, 2009.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.
NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she is authorized to represent the party ("Bidder") making the foregoing bid; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract; that the bid is genuine and not collusion or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, or that anyone must refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]

Subscribed and Sworn To Before Me this 27th day of March, 2009.

Signature: [Signature]

Notary Public in and for the County of Maricopa, State of Arizona
My Commission Expires January 25, 2012
[Notarial Seal]

Bidder's Proposal and Statement Group 32 (Addendum #4) 13 City of El Segundo Residential Sound Insulation Program
BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder ☑ has participated ☐ has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder ☑ has submitted ☐ has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder must submit a compliance report on Standard Form 100, “Employee Information Report EEO-1” prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 111, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 26th day of March, 2009.
CERTIFICATION OF NON-SEGREGATED FACILITIES
(Contractors / Subcontractors)

(A certificate of Non-segregated Facilities must be submitted prior to award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of Equal Opportunity Clauses)

The Federally assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certification in its files.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26
RELATING TO
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR part 26 that bidder has made a reasonable effort to meet goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that the bidder, if the contract is awarded to bidder, will have a DBE participation of three percent (5%) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Documents, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: ____________________________

Dated this 27th day of March, 2009.
SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000
(49 CFR PART 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: __________________________

Dated this 27th day of March, 2009.
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract must be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the City, cancellation of the contract at no cost to the government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor must provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]
Dated this 27th day of March, 2009.
BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in A. below.

A. The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include:
   a.) those products produced in the United States or
   b.) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty percent (60%) of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?
   
   Yes ☐     No ☒

2. If yes, explain the circumstances:
   
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

[Signature]
Bidder's Signature
April 01, 2009

Mr. James O'Neill
City of El Segundo
350 Main Street
El Segundo, CA 90245

RE: Residential Sound Insulation Program
Group 32, Project Number RSI 09-02

Dear Mr. O'Neill,

The inclusion of the cover sheet of each addendum for the above referenced project was an oversight on G & G's part. We have acknowledged on the bid form each addendum and our bid is based fully on the contract documents and all addendums.

If you have any questions please call me at (480) 921-4079.

Sincerely,

Charles E. GoodBallet
Vice-President
**BIDDERS'S PROPOSAL AND STATEMENT**

CITY OF EL SEGUNDO, LOS ANGELES COUNTY, CALIFORNIA

Project Number RSI 09-03

"Residential Sound Insulation Program – Group 33"

**PROPOSAL**

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Contract Documents, and has read the accompanying “BIDDING INSTRUCTIONS” and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the “Residential Sound Insulation Program – Group 33” in strict conformity with the Contract Documents and at the following lump sum price, to Wit:

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<th>Address</th>
<th>Description</th>
<th>Engineer's Estimate</th>
<th>Bid Amount</th>
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Total Bid (Contract Sum)

Five hundred ninety one thousand one hundred seventy seven 29/100 (words)

$591,177.29 (figures)

In case of discrepancy between the words and figures, the words must prevail.

NOTICE: BIDDERS WILL NOT BE RELEASED DUE TO ERRORS AND ILLEGIBLE BIDS MUST BE DISQUALIFIED

NOTICE: Total Bid (Contract Sum) must equal the total of Schedule of Values. If the Total Bid does not equal the total of the Schedule of Values, it is grounds for rejection of the Bid. Furthermore, inconsistencies between the Schedule of Values and the Plans for each Dwelling are grounds for rejection of the Bid.

This bid is based upon completing the work as set in the Construction Schedule published in the Contract Documents. If awarded the contract for the Work, the undersigned hereby agrees to sign the contract and furnish the necessary bonds not more than ten (10) calendar days after Notice to Proceed date.

Bidder’s Proposal and Statement 2

City of El Segundo
Residential Sound Insulation Program 155
Enclosed is a Bidder's Bond, certified check or cashier's check, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bonds or check and money payable therein must be fortifed to and become the property of the City of El Segundo, State of California.

Name of Firm: California Averland Construction
Address: 379 N. Virgil Ave LA, CA 90004
Telephone Number: (323) 667-0071
Contractor's License Number: 810681
Type of License: B
License Expiration Date: 1/31/2010
Type of Entity: ☑ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Other

I declare under penalty of perjury that the foregoing is true and correct.

Contractor Representative: David Lee
Title: General Manager
Signature:

Dated this 23 day of March, 2009.

If Corporation, please attach evidence of authority to sign.
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the following addenda, has become familiar with their contents, and has accounted for all such changes in the Bidder’s Proposal and Statement. The Bidder must attach copies of transmittal letters and facsimile cover sheets for each identified addendum.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3/10</td>
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<tr>
<td>2</td>
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</table>

Signature: ________________________________

Dated this 27 day of March, 2009.
GROUP 33 – ADDENDUM NUMBER 1

March 10, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 33 (RSI 09-03)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of one hundred and seventeen (117) total pages (including this cover page). Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Insert Construction Schedule (1 pages)

Item 2 Replace page 3 of Bidding Instructions with page attached (1 page)

Item 3 Delete Item 1.1 C from section 02 80 00 (Facility Remediation) which reads, “All hazardous materials abatement must be performed by a sub-contractor.”

Item 4 Add Division 00 & Division 01 (114 pages)

Item 5 Replace Item 3.1-A in Section 07 30 00 (Roofing Systems) which reads, “The work and materials must be performed by or under the continuous direct supervision of a roofing sub-Contractor that has a C39 Specialty License and at least 2 years of documented experience in the roofing trade.” with:

“The work must be performed by, or under continuous direct supervision of, an individual whom has at least two (2) years of recent experience in the roofing trade, and whose employer (Contractor or Sub-Contractor) maintains a current C39 Specialty License. A copy of the Specialty License and documentation showing the employee’s working history for the past two (2) years must be included in the roofing submittal.

END OF ADDENDUM
PRODUCT SUBSTITUTIONS. The Bidder’s attention is called to the “Or Equal” section of the General Requirements for the substitution of listed products.

SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor’s business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will do so perform.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City’s written consent in accordance with California law.

ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City’s Residential Sound Insulation Program offices.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

PRE-BID CONFERENCE. Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, and accept comments. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

FORM AND STYLE OF BIDS

9.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City’s Bid Form will be rejected.
GROUP 33 – ADDENDUM NUMBER 2

March 19, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 33 (RSI 09-03)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of this cover page. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Omit page 4 (untitled table) from Appendix C (Bid Form – Group 33)

END OF ADDENDUM
GROUP 33 – ADDENDUM NUMBER 3

March 24, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 33 (RSI 09-03)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of one hundred and one (101) pages. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1 Bid Opening postponed until Monday, March 30, 2009 at 11:00 am
Item 2 Replace Appendix C (Bid Form - Group 33) with attached Appendix C (19 pages)
Item 3 Replace Div 00 with attached Division 00 (81 pages)

END OF ADDENDUM
GROUP 33 – ADDENDUM NUMBER 4

March 24, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 33 (RSI 09-03)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of nineteen (19) pages. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item # Replace Appendix C (Bid Form - Group 33) with attached Appendix C (19 pages)

END OF ADDENDUM
GROUP 33 – ADDENDUM NUMBER 5
March 25, 2009

Project: City of El Segundo
Residential Sound Insulation Program – Group 33 (RSI 09-03)

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The Addendum consists of two pages. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Item 1

Question: The Mechanical specifications tell us to tie into the existing flue pipes. Are we to assume that the existing flue pipes are made for the 92% efficiency furnaces that we are to install?

Answer: Wherever 92% efficiency furnaces are to be installed, the existing flue pipes are to be replaced with flues compatible with the furnaces being installed and meeting or exceeding all municipal code requirements.

Item 2

Question: Some dwellings (33.14 and 33.18) the mechanical plans call out to reuse the existing heater however the mechanical schedule on the following page states new furnace. Which one of this conflicting information do we use?

Answer: The City has confirmed that a typographical error occurred in Note #9 of the plans for three homes, 33.14, 33.18, and 33.24, and the word “new” is to be replaced with “existing”. The furnaces for these homes are not to be replaced. The efficiency of the referenced furnaces are 80% and the existing flues are to be utilized.

Item 3

Question: The plans show that we are to use 14 SEER air conditioning condensers. Can we use equipment that will achieve 14 SEER ARI rating but may not show as 14 SEER on the condenser. (some manufacturers list lower #’s due to units not being properly matched.) ARI #’s are the definitive ratings.

Answer: Air Conditioning condensers are to have at least a 14 SEER rating.
Item 4

**Question:** Door upgrade specifications – Addendums #3 & #4 show door upgrades for 33.29 & 33.30. There are no plans for 33.29 & 33.30 in specifications. What are the upgrades to be quoted?

**Answer:** For 33.29, the upgrade is to replace the existing door and frame at 935 Main St. #304 with a door of the type and style as the other units in 935 Main Street, and install door hardware provided by the property owner. (non-standard hardware, yet similar to the other units in the building)

For 33.30, the upgrade is to provide the door only. (not to be installed) at 935 Main Street #301.

END OF ADDENDUM!
DESIGNATION OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

Bidders must identify as subcontractors all individuals and/or companies that are not direct employees of the Bidder that will perform any portion of the work under the Contract. Each Bidder must set forth below: (a) the work activity to be performed, (b) the name of the subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this contract, (c) the mailing address of the subcontractor’s business location, (d) the license number of the subcontractor, and (e) the contract total and corresponding percentage of the bid. The Bidder must list only one subcontractor for each portion of work to be performed.

If a Bidder fails to specify a subcontractor for a portion of work to be performed under the contract, the Bidder is deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No Bidder whose bid is accepted must (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid. Subletting or subcontracting of any portion of the work must only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City awarding this contract setting forth the facts constituting the emergency or necessity.

MATERIAL SUPPLIERS

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Supplier</th>
<th>Contract Value</th>
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</thead>
<tbody>
<tr>
<td>Michael D. Caaney</td>
<td>$41,786.00</td>
<td></td>
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<tr>
<td>Specialty Door Comp.</td>
<td>Contact Person</td>
<td></td>
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<tr>
<td>525-A Railroad Ave.</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94108</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>(650) 589-4888</td>
<td>City / State / Zip Code</td>
<td></td>
</tr>
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<td>(650) 589-4288</td>
<td>Phone Number</td>
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<tr>
<td>Email Address</td>
<td>Email Address</td>
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<tr>
<td>Vinyl Windows</td>
<td>Contact Person</td>
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<td>---------------</td>
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<td>---------</td>
</tr>
<tr>
<td>Bob</td>
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<td>Discount Exteriors</td>
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<thead>
<tr>
<th>Wood Doors</th>
<th>Contact Person</th>
<th>Company</th>
<th>Address</th>
<th>Address</th>
<th>City / State / Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>Michael A. Correy</td>
<td></td>
<td>Specialty Door Corp.</td>
<td>525-A Railroad Ave.</td>
<td></td>
<td>5- San Francisco, CA 94108</td>
<td>(415) 589-4888</td>
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Amount already included on page #5

Bidder’s Proposal and Statement
Group 33 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program
<table>
<thead>
<tr>
<th>Secondary (Storm) Doors</th>
<th>Michael D. Conney</th>
<th>Greg Murtha</th>
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<td>Speciality Door Comp.</td>
<td>Mon-ky, Inc.</td>
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<tr>
<td><strong>Company</strong></td>
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<td>601 Boom Ave.</td>
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<tr>
<td><strong>Address</strong></td>
<td>San Francisco, CA 94080</td>
<td>Minneapolis, MN</td>
</tr>
<tr>
<td><strong>City / State / Zip Code</strong></td>
<td>(415) 589-4888</td>
<td>(800) 544-5446</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>560-589-4288</td>
<td></td>
</tr>
<tr>
<td><strong>Fax Number</strong></td>
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<tr>
<td><strong>Email Address</strong></td>
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</table>

<table>
<thead>
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<th>Sliding Glass Doors</th>
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<td><strong>Contact Person</strong></td>
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<td><strong>Company</strong></td>
<td>10612 Beach Blvd</td>
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<tr>
<td><strong>Address</strong></td>
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</tr>
<tr>
<td><strong>City / State / Zip Code</strong></td>
<td>(714) 576-6766</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(714) 576-6746</td>
</tr>
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<table>
<thead>
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<td><strong>Company</strong></td>
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<tr>
<td><strong>Address</strong></td>
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<tr>
<td><strong>City / State / Zip Code</strong></td>
<td>(714) 576-6766</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(714) 576-6746</td>
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<tr>
<td><strong>Email Address</strong></td>
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<tr>
<td><strong>Fireplace Dampers</strong></td>
<td><strong>Fireplace Glass Doors</strong></td>
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<tr>
<td><strong>Contact Person</strong></td>
<td><strong>Contact Person</strong></td>
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<tr>
<td>David Lee</td>
<td>David Lee</td>
</tr>
<tr>
<td><strong>Company</strong></td>
<td><strong>Company</strong></td>
</tr>
<tr>
<td>CA - Averland Coast</td>
<td>CA - Averland Court</td>
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<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td>339 N. Virgil Ave.</td>
<td>14411 Gilmore St.</td>
</tr>
<tr>
<td>LA, CA 9004</td>
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</tr>
<tr>
<td><strong>City / State / Zip Code</strong></td>
<td><strong>City / State / Zip Code</strong></td>
</tr>
<tr>
<td>(323) 667-0071</td>
<td>(818) 785-3659</td>
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Included with the RSI Improvement bid amount

$117,700.00
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<th>Work Activity</th>
<th>Name of Subcontractor</th>
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<tr>
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<td>732952</td>
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<td>Insulation Co.</td>
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<td>9702 Kline Ave. Torrance, CA 90501</td>
<td>623649</td>
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<td>HK Electrical</td>
<td>HK Electric Inc.</td>
<td>17428 Lahaye St Gardena, CA 90248</td>
<td>78415</td>
<td>2.1%</td>
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</tbody>
</table>
REFERENCES

Please list similar projects on which you were the general contractor. This information must be included with your bid, and will be used by the City in assessing your capabilities and qualifications for performing the work. You are hereby advised that this project is complex and requires an experienced contractor. Your bid will be considered non-responsive if the information you provide is untrue or is insufficient to allow the City to adequately assess your capabilities and qualifications. Please copy this sheet if you need more space.

1. Project Name: **KRP Renovation**  
   Agency: **City of West Hollywood**  
   Project No.: CIP 55-08/09-04  
   Contact Person: **David Gonzalez**  
   Tel. No.: (323) 848-6457  
   Description of Project: Complete Renovation: Doors, Glazing, painting, HVAC, and Repairs.

2. Project Name: **Public Works Office Expansion**  
   Agency: **City of Lawndale**  
   Project No.: PW 0709 - 02  
   Contact Person: **Elroy Kieke**  
   Tel. No.: (310) 991-3210  
   Description of Project: Windows, HVAC, Electrical, Insulation, Framing, Painting, and Masonry

3. Project Name: **Katella Renovation**  
   Agency: **Management Company**  
   Project No.: KR  
   Contact Person: **Carlo Bondanelli**  
   Tel. No.: (323) 852-1118  
   Description of Project: Complete Renovation: Framing, electrical, aluminum door, windows, structural, and paint

4. Project Name: **Landmark**  
   Agency: **Art on Development**  
   Project No.: L  
   Contact Person: **Young Kim**  
   Tel. No.: (213) 888-5377  
   Description of Project: Framing, drywall, coffering, painting, windows, doors, and electrical

Bidder’s Initials: DC

Bidder’s Proposal and Statement  
Group 33 (Addendum #4)  
City of El Segundo  
Residential Sound Insulation Program  
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BIDDER'S BOND

(Not necessary when cashier's check accompanies Bidder's Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California. ("City"), in the sum of $___________ dollars ($___________), to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-03, Residential Sound Insulation Program - Group 33, ("Project"), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we hereunto set our hands and seal this __ day of __________, 2009.

---------------------------------------------------------
Principal

By __________________________________________

_______________________________________________Title

_______________________________________________
Surety

By __________________________________________

Attorney in Fact

(Seal)

Notarial certificate of attorney in fact and seal of surety must be attached.

(NOTE: The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's printed standard form.)

Bidder's Proposal and Statement
Group 33 (Addendum #4) 11 City of El Segundo
Residential Sound Insulation Program
BIDDER'S BOND
(Not necessary when cashier's check accompanies Bidder's Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California. ("City"), in the sum of TEN PERCENT OF AMOUNT BID __________ dollars ($__ 10% __________), to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-03, Residential Sound Insulation Program – Group 33, ("Project"), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we herunto set our hands and seal this _____ day of __________, 2009.

* MARCH 20, 2009

CALIFORNIA AVERLAND CONSTRUCTION, INC.
Principal

By ____________________________________________

________________________ Title

INDEMNITY COMPANY OF CALIFORNIA
Surety

By ____________________________________________

________________________ Attorney in fact

PHILIP VEGA

(Seal)

Notarial certificate of attorney in fact and seal of surety must be attached.

(Note: The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's printed standard form.)

Bidder's Proposal and Statement 14
Group 33

City of El Segundo
Residential Sound Insulation Program

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POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO BOX 19725, IRVINE, CA 92623 (949) 261-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Phillip E. Vega, Frank Morones, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation of all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2006.

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized and empowered to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on the corporation's behalf, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to assist the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed in any such Power of Attorney or in any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: David H. Rhodes, Executive Vice-President

By: Walter A. Crowell, Secretary

STATE OF CALIFORNIA
COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, Notary Public (here inserted name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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/their authorized capacity(ies), and that by his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Gina L. Garner

(SEAL)

CERTIFICATE

The undersigned, as Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 20TH day of MARCH 2009.

By: Albert Hirschfeld, Assistant Secretary

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/29/09 before me, Monica Blaisdell, Notary
personally appeared Philip Vega

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/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

OPTIONAL

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

Description of Attached Document

Title or Type of Document:____________________________________________

Document Date: _______________ Number of Pages: _______________

Signer(s) Other Than Named Above: ___________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name:______________________________________________________________

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

Signer is Representing: ___________________________________________________

Top of thumb here

Top of thumb here

© 2007 National Notary Association • 9550 De Soto Ave., P.O. Box 2602 • Chatsworth, CA 91311-2602 • www.nationalnotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-0827
NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she is authorized to represent the party ("Bidder") making the foregoing bid; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract; that the bid is genuine and not collusion or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, or that anyone must refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC

Address: 339 N. VIRGIL AVE, LA, CA. 90004

Telephone Number: 323-667-0071

Contractor Representative: DAVID LEE

Title: GENERAL MANAGER

Signature:

Subscribed and Sworn To Before Me this 25 day of March, 2009.

Signature: ____________________________

Notary Public in and for the County of Los Angeles, State of California.

My Commission Expires May 9, 2009

[Notarial Seal]
BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder ☐ has participated ☒ has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder ☐ has submitted ☒ has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder must submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, LA, CA. 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature:

Dated this 30th day of MARCH, 2009.
CERTIFICATION OF NON-SEGREGATED FACILITIES
(Contractors / Subcontractors)

(A certificate of Non-segregated Facilities must be submitted prior to award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of Equal Opportunity Clauses)

The Federally assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certification in its files.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC.
Address: 339 N. VIRGIL AVE. LA. CA. 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: __________________________

Dated this 30TH day of MARCH, 2009.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26
RELATING TO
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR part 26 that bidder has made a reasonable effort to meet goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that the bidder, if the contract is awarded to bidder, will have a DBE participation of three percent (5%) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Documents, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, LA CA. 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: 

Dated this 30th day of MARCH, 2009.
SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000
(49 CFR PART 29)

The bidder/offeree certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeree/contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE., LA, CA, 90066
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature: 

Date: this 30TH day of MARCH, 2009.
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract must be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the City, cancellation of the contract at no cost to the government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor must provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, LA, CA 90004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER
Signature: 

Dated this 30th day of MARCH, 2009.
BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in A. below.

A. The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include:
   a.) those products produced in the United States or
   b.) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty percent (60%) of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Name of Firm: CALIFORNIA AVERLAND CONSTRUCTION INC
Address: 339 N. VIRGIL AVE, LA, CA. 9004
Telephone Number: 323-667-0071
Contractor Representative: DAVID LEE
Title: GENERAL MANAGER

Signature:

Dated this 30TH day of MARCH, 2009.
BIDDER'S PROPOSAL AND STATEMENT

CITY OF EL SEGUNDO, LOS ANGELES COUNTY, CALIFORNIA

Project Number RSI 09-03
"Residential Sound Insulation Program – Group 33"

PROPOSAL

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Contract Documents, and has read the accompanying "BIDDING INSTRUCTIONS" and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all the work required for the "Residential Sound Insulation Program – Group 33" in strict conformity with the Contract Documents and at the following lump sum price, to Wit:

<table>
<thead>
<tr>
<th>ID</th>
<th>Address</th>
<th>Description</th>
<th>Engineer's Estimate</th>
<th>Bid Amount</th>
<th>Bidder's Property Subtotal</th>
</tr>
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<tbody>
<tr>
<td>33.01</td>
<td>640 W. Imperial Ave, Unit 1</td>
<td>RSI Improvements</td>
<td></td>
<td>$14,713</td>
<td>$14,713</td>
</tr>
<tr>
<td>33.02</td>
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<td>$14,729</td>
<td>$14,729</td>
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<td>RSI Improvements</td>
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<td>$14,622</td>
<td>$14,622</td>
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<td>33.04</td>
<td>640 W. Imperial Ave, Unit 4</td>
<td>RSI Improvements</td>
<td></td>
<td>$18,086</td>
<td>$18,086</td>
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<td>33.05</td>
<td>640 W. Imperial Ave, Unit 5</td>
<td>RSI Improvements</td>
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<td>$15,018</td>
<td>$15,018</td>
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<td>33.06</td>
<td>640 W. Imperial Ave, Unit 6</td>
<td>RSI Improvements</td>
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<td>$15,011</td>
<td>$15,011</td>
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<td>33.07</td>
<td>640 W. Imperial Ave, Unit 7</td>
<td>RSI Improvements</td>
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<td>$15,253</td>
<td>$15,253</td>
</tr>
<tr>
<td>33.08</td>
<td>640 W. Imperial Ave, Unit 8</td>
<td>RSI Improvements</td>
<td></td>
<td>$22,508</td>
<td>$22,508</td>
</tr>
<tr>
<td>33.09</td>
<td>337 E. Walnut Ave, Front Unit</td>
<td>RSI Improvements</td>
<td></td>
<td>$25,600</td>
<td></td>
</tr>
</tbody>
</table>
<pre><code>                                   | Air Conditioning Upgrade |                     | $3,636     | $29,236                   |
</code></pre>

Bidder's Proposal and Statement
Group 33 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program

183
| 33.10 | 337 E. Walnut Ave, Rear Unit | RSI Improvements | $16,505 |  
| 33.11 | 770 W. Imperial Ave, Unit 17 | RSI Improvements | $3,409 | $19,914 |  
| 33.12 | 770 W. Imperial Ave, Unit 38 | RSI Improvements | $20,694 | $20,694 |  
| 33.13 | 935 Main St. #101 | RSI Improvements | $22,266 | $22,266 |  
| 33.14 | 935 Main St. #102 | RSI Improvements | $25,148 | $25,148 |  
| 33.15 | 935 Main St. #103 | RSI Improvements | $25,557 | $25,557 |  
| 33.16 | 935 Main St. #104 | RSI Improvements | $23,963 | $23,963 |  
| 33.17 | 935 Main St. #105 | RSI Improvements | $24,021 | $24,021 |  
| 33.18 | 935 Main St. #106 | RSI Improvements | $26,239 | $26,239 |  
| 33.19 | 935 Main St. #201 | RSI Improvements | $24,830 | $24,830 |  
| 33.20 | 935 Main St. #202 | RSI Improvements | $23,314 | $23,314 |  
| 33.21 | 935 Main St. #203 | RSI Improvements | $23,359 | $23,359 |  
| 33.22 | 935 Main St. #204 | RSI Improvements | $21,082 | $21,082 |  
| 33.23 | 935 Main St. #205 | RSI Improvements | $21,127 | $21,127 |  
| 33.24 | 935 Main St. #206 | RSI Improvements | $23,291 | $23,291 |  
| 33.25 | 935 Main St. #302 | RSI Improvements | $21,950 | $21,950 |  
| 33.26 | 935 Main St. #303 | RSI Improvements | $23,725 | $23,725 |  
| 33.27 | 935 Main St. #305 | RSI Improvements | $21,409 | $21,409 |  
| 33.28 | 935 Main St. #306 | RSI Improvements | $23,680 | $23,680 |  
| 33.29 | 934 Main St. #301 | Door A Upgrade | $23,714 | $23,714 |  
| 33.30 | 935 Main St. #304 | Door A Upgrade | $1,612 | $1,612 |  
| 33.31 | 935 Main St. #304 | Door A Upgrade | $893 | $893 |  

**Total Bid (Contract Sum)**

Six Hundred Thousand Nine Hundred Seventy Four Dollars and No Cents

(words)

$ 600,974.00

(figures)

In case of discrepancy between the words and figures, the words must prevail.

**NOTICE:** BIDDERS WILL NOT BE RELEASED DUE TO ERRORS AND ILLEGIBLE BIDS MUST BE DISQUALIFIED

**NOTICE:** Total Bid (Contract Sum) must equal the total of Schedule of Values. If the Total Bid does not equal the total of the Schedule of Values, it is grounds for rejection of the Bid. Furthermore, inconsistencies between the Schedule of Values and the Plans for each Dwelling are grounds for rejection of the Bid.

This bid is based upon completing the work as set in the Construction Schedule published in the Contract Documents. If awarded the contract for the Work, the undersigned hereby agrees to sign the contract and furnish the necessary bonds not more than ten (10) calendar days after Notice to Proceed date.

Bidder's Proposal and Statement
Group 33 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program
Enclosed is a Bidder's Bond, certified check or cashier's check, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bonds or check and money payable therein must be fortified to and become the property of the City of El Segundo, State of California.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor's License Number: 839072
Type of License: B/ASB
License Expiration Date: 05/31/2010
Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other

I declare under penalty of perjury that the foregoing is true and correct.

Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]

Dated this 30th day of March, 2009.

If Corporation, please attach evidence of authority to sign.

Bidder's Proposal and Statement Group 33 (Addendum #4) 3
City of El Segundo Residential Sound Insulation Program
Evidence of Authority to Sign

March 20, 2009

To Whom It May Concern:

The following individuals has authority to sign documents as a representative of G & G Specialty Contractors, Inc.:

Charles E. GoodBallet, Vice-President
James Scott GoodBallet, Vice-President

(Corporate Seal)

Teresa L. GoodBallet
Corporate Secretary/Treasurer
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the following addenda, has become familiar with their contents, and has accounted for all such changes in the Bidder’s Proposal and Statement. The Bidder must attach copies of transmittal letters and facsimile cover sheets for each identified addendum.

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>03/10/2009</td>
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<tr>
<td>02</td>
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<td>03/24/2009</td>
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<tr>
<td>05</td>
<td>03/25/2009</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature: __________

Dated this 30th day of March, 2009.
DESIGNATION OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

Bidders must identify as subcontractors all individuals and/or companies that are not direct employees of the Bidder that will perform any portion of the work under the Contract. Each Bidder must set forth below: (a) the work activity to be performed, (b) the name of the subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this contract, (c) the mailing address of the subcontractor’s business location, (d) the license number of the subcontractor, and (e) the contract total and corresponding percentage of the bid. The Bidder must list only one subcontractor for each portion of work to be performed.

If a Bidder fails to specify a subcontractor for a portion of work to be performed under the contract, the Bidder is deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No Bidder whose bid is accepted must (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid. Subletting or subcontracting of any portion of the work must only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City awarding this contract setting forth the facts constituting the emergency or necessity.

MATERIAL SUPPLIERS

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Supplier</th>
<th>Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marilyn Burton</td>
<td>Same as manufacturer</td>
<td>$77,576</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Peerless Products</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>15500 College Address</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Lenexa, KS 66219</td>
<td>City State Zip Code</td>
<td></td>
</tr>
<tr>
<td>(800) 279-9999 Phone Number</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>(913) 752-1299 Fax Number</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td><strong>Vinyl Windows</strong></td>
<td><strong>Wood Doors</strong></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>Joe Dupuy</td>
<td>Mike Shadle</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Milgard Windows &amp; Doors</td>
<td>Vancouver Door Inc.</td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>1010 54th Ave East</td>
<td>PO Box 1418</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Tacoma, WA 98424</td>
<td>Puyallup, WA 98371</td>
<td></td>
</tr>
<tr>
<td>City / State / Zip Code</td>
<td>City / State / Zip Code</td>
<td></td>
</tr>
<tr>
<td>(805) 391-3826</td>
<td>(253) 845-5981</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>(805) 578-0380</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Same as manufacturer</td>
<td>Mike Ghezvat</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Specialty Door Co.</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>525-A Railroad Avenue</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>So. San Francisco, CA 94080</td>
<td>City / State / Zip Code</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>(650) 589-4888</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

<p>| $9,455 | $30,888 |</p>
<table>
<thead>
<tr>
<th><strong>Secondary Storm Doors</strong></th>
<th><strong>Sliding Glass Doors</strong></th>
<th><strong>Secondary Sliding Glass Doors</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Murtha</td>
<td>Mike Ghesvat</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td>$10,898</td>
</tr>
<tr>
<td>Mon-Ray Company</td>
<td>Specialty Door Co. Company</td>
<td></td>
</tr>
<tr>
<td>8001 Boone Avenue Address</td>
<td>525-A Railroad Avenue Address</td>
<td></td>
</tr>
<tr>
<td>Minneapolis, MN 55427 City/State/Zip Code</td>
<td>So. San Francisco, CA 94080 City/State/Zip Code</td>
<td></td>
</tr>
<tr>
<td>(800) 544-3646 Phone Number</td>
<td>(650) 589-4888 Phone Number</td>
<td></td>
</tr>
<tr>
<td>(763) 546-8977 Phone Number</td>
<td>(650) 589-4288 Phone Number</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:gmurtha@monrayinc.com">gmurtha@monrayinc.com</a> Fax Number</td>
<td><a href="mailto:mike@specialtydoor.net">mike@specialtydoor.net</a> Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Sliding Glass Doors</strong></th>
<th><strong>Contact Person</strong></th>
<th><strong>Company</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Kiesling</td>
<td>Same as manufacturer</td>
<td>$78,000</td>
</tr>
<tr>
<td>Company</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>4901 Morena Blvd, #128 Address</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>San Diego, CA 92117 City/State/Zip Code</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>(619) 247-9106 Phone Number</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>(619) 299-6292 Phone Number</td>
<td>City/State/Zip Code</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Email Address</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Secondary Sliding Glass Doors</strong></th>
<th><strong>Contact Person</strong></th>
<th><strong>Company</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Kiesling</td>
<td>Same as manufacturer</td>
<td>Included in primary sliding glass door price</td>
</tr>
<tr>
<td>Company</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>4901 Morena Blvd, #128 Address</td>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>San Diego, CA 92117 City/State/Zip Code</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>(619) 247-9106 Phone Number</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>(619) 299-6292 Phone Number</td>
<td>City/State/Zip Code</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td>Phone Number</td>
<td></td>
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<td>Fax Number</td>
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<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td><strong>Fireplace Dampers</strong></td>
<td><strong>Fireplace Glass Doors</strong></td>
<td><strong>HVAC Equipment</strong></td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Contact Person</td>
<td>Vic</td>
</tr>
<tr>
<td>Company</td>
<td>Company</td>
<td>Contact Person</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
<td>Zodiac Heating &amp; Air</td>
</tr>
<tr>
<td>City / State / Zip Code</td>
<td>City / State / Zip Code</td>
<td>Company Conditioning</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Phone Number</td>
<td>14411 Gilmore Street</td>
</tr>
<tr>
<td>Fax Number</td>
<td>Fax Number</td>
<td>Address</td>
</tr>
<tr>
<td>Email Address</td>
<td>Email Address</td>
<td>Van Nuys, CA 91401</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Fireplace Glass Doors</strong></th>
<th><strong>HVAC Equipment</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland Willamette</td>
<td>Vic</td>
</tr>
<tr>
<td>Company</td>
<td>Contact Person</td>
</tr>
<tr>
<td>8400 Melrose Avenue</td>
<td>Zodiac Heating &amp; Air</td>
</tr>
<tr>
<td>Address</td>
<td>Company Conditioning</td>
</tr>
<tr>
<td>Los Angeles, CA 90060</td>
<td>14411 Gilmore Street</td>
</tr>
<tr>
<td>City / State / Zip Code</td>
<td>Address</td>
</tr>
<tr>
<td>(323) 966-4789</td>
<td>Van Nuys, CA 91401</td>
</tr>
<tr>
<td>Phone Number</td>
<td>City / State / Zip Code</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(818) 785-3699</td>
</tr>
<tr>
<td>Email Address</td>
<td>Fax Number</td>
</tr>
</tbody>
</table>

$600

$32,000
### SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Work Activity</th>
<th>Name of Subcontractor</th>
<th>Mailing Address of Subcontractor's Business Location</th>
<th>License Number</th>
<th>Percentage of Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>Austen Service Group</td>
<td>317 S. Isis Avenue Suite 205</td>
<td>720050</td>
<td>2.1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inglewood, CA 90301</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazmat</td>
<td>Design for Health</td>
<td>3574 Kettner Blvd San Diego, CA 92101</td>
<td>527960 &amp; 778686</td>
<td>4.6%</td>
</tr>
<tr>
<td></td>
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<tr>
<td>HVAC</td>
<td>Zodiac Heating &amp; Air Conditioning, Inc.</td>
<td>14411 Gilmore St Van Nuys, CA 91401</td>
<td>722952</td>
<td>19.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insulation</td>
<td>MD Insulation Company</td>
<td>9702 Klingerman St. So. El Monte, CA 91733</td>
<td>623669</td>
<td>0.3%</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Roofing</td>
<td>Ramsey Roofing</td>
<td>142 Sheldon St. El Segundo, CA</td>
<td>315254</td>
<td>0.4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duct Cleaning</td>
<td>Rapid Duct Testing</td>
<td>PO Box 10021 Burbank, CA 91510</td>
<td>2004664 &amp; 0717027</td>
<td>1.1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REFERENCES

Please list similar projects on which you were the general contractor. This information must be included with your bid, and will be used by the City in assessing your capabilities and qualifications for performing the work. You are hereby advised that this project is complex and requires an experienced contractor. Your bid will be considered non-responsive if the information you provide is untrue or is insufficient to allow the City to adequately assess your capabilities and qualifications. Please copy this sheet if you need more space.

1. Project Name: RMS Group 4.01  
   Project No. AV09000063 - JOA 1  
   Agency: City of Phoenix  
   Contact Person: Jarrod Kerns (Architect)  
   Dollar Value: $1,652,000  
   Tel. No.: (602) 258-3515  
   Description of Project: Sound remediation of 34 residences in Phoenix, AZ

2. Project Name: RMS Group 4.02  
   Project No. AV09000063 - JOA 2  
   Agency: City of Phoenix  
   Contact Person: Jarrod Kerns (Architect)  
   Dollar Value: $1,617,000  
   Tel. No.: (602) 258-3515  
   Description of Project: Sound remediation of 35 residences in Phoenix, AZ

3. Project Name: Sound Insulation Program Phase A  
   Project No. 10104-085 'A'  
   Agency: Tucson Airport Authority  
   Contact Person: Joe Bustamante  
   Dollar Value: $1,314,315  
   Tel. No.: (520) 573-8100  
   Description of Project: Sound remediation of 42 residences in Tucson, AZ

4. Project Name: Sound Insulation Program Phase B  
   Project No. 10102-085 'B'  
   Agency: Tucson Airport Authority  
   Contact Person: Joe Bustamante  
   Dollar Value: $1,381,053  
   Tel. No.: (520) 573-8100  
   Description of Project: Sound remediation of 42 residences in Tucson, AZ

Bidder's Initials: 

Bidder's Proposal and Statement  
Group 33 (Addendum #4)  

City of El Segundo  
Residential Sound Insulation Program
BIDDER'S BOND

(Not necessary when cashier's check accompanies Bidder's Proposal and Statement)

We, the undersigned principal and surety, our heirs, executors, administrators, successors, and assigns, are jointly and severally bound to the City of El Segundo, a general law city and municipal corporation existing under the laws of California, ("City"), in the sum of

10% of Bid Amount $\ldots$ dollars ($10\% \text{ of Bid} \ldots$)

to be paid and forfeited to said City, its successors and assigns, if the bid of the undersigned principal with respect to RSI 09-03, Residential Sound Insulation Program – Group 33, ("Project"), as specifically set forth in the Contract Documents, must be accepted and the proposed contract awarded to said principal, and said principal must fail or refuse to execute the Public Works Contract governing the Project in accordance with such bid as accepted and to furnish the required Performance and Payment Bonds in connection therewith within ten (10) days (not including weekends and Federal Holidays) after award, and in the form required; otherwise, this obligation must become null and void; otherwise it must be and remain in full force and virtue.

In witness whereof, we hereunto set our hands and seal this 23 day of March, 2009.

[Signatures]

G & G Specialty Contractors, Inc.
Principal

By [Signature]

[Title]

Insurance Company of the West
Surety

By [Signature]

[Title]

[Seal]

Notarial certificate of attorney in fact and seal of surety must be attached.

(NOTE: The standard printed bond form of any bonding company, acceptable to the City, may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are not in any way reduced by use of the Surety Company's printed standard form.)

Bidder's Proposal and Statement
Group 33

City of El Segundo
Residential Sound Insulation Program

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ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company
Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RONALD H. ESTABROOK, MARY E. LIGHTLE

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 29th day of January, 2008.

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California
County of San Diego

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, 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 they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons 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.

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 23rd day of March, 2009.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.
NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she is authorized to represent the party ("Bidder") making the foregoing bid; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract; that the bid is genuine and not collusion or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, or that anyone must refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]

Subscribed and Sworn To Before Me this 27th day of March, 2009.

Signature: [Signature]

Notary Public in and for the County of Maricopa, State of Arizona

My Commission Expires January 25, 2012

[Notarial Seal]

Bidder's Proposal and Statement Group 33 (Addendum #4) 12
City of El Segundo Residential Sound Insulation Program
BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder [X] has participated [ ] has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder [X] has submitted [ ] has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder must submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.

Bidder's Proposal and Statement Group 33 (Addendum #4)

City of El Segundo Residential Sound Insulation Program
CERTIFICATION OF NON-SEGREGATED FACILITIES
(Contractors / Subcontractors)

(A certificate of Non-segregated Facilities must be submitted prior to award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of Equal Opportunity Clauses)

The Federally assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segredated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certification in its files.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85221
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Bidder's Proposal and Statement Group 33 (Addendum #4)

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City of El Segundo
Residential Sound Insulation Program
BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26
RELATING TO
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR part 26 that bidder has made a reasonable effort to meet goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that the bidder, if the contract is awarded to bidder, will have a DBE participation of three percent (5%) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Documents, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: ____________________________

Dated this 27th day of March 2009.

Bidder's Proposal and Statement
Group 33 (Addendum #4)

City of El Segundo
Residential Sound Insulation Program
SUSPENSION AND DEBARMEMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000
(49 CFR PART 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.

Bidder's Proposal and Statement
Group 33 (Addendum #4)
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract must be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the City, cancellation of the contract at no cost to the government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor must provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
Name of Firm: G & G Specialty Contractors, Inc.
Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281
Telephone Number: (480) 921-4079
Contractor Representative: Charles E. GoodBallet
Title: Vice-President
Signature: [Signature]

Dated this 27th day of March, 2009.
BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in A. below.

A. The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include:
   a.) those products produced in the United States or
   b.) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty percent (60%) of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Name of Firm: G & G Specialty Contractors, Inc.

Address: 2209 W. 1st Street, Suite 113, Tempe, AZ 85281

Telephone Number: (480) 921-4079

Contractor Representative: Charles E. GoodBallet

Title: Vice-President

Signature: [Signature]

Dated this 27th day of March, 2009.
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes □   No ☑

2. If yes, explain the circumstances:

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   Charles [Signature]

Bidder's Signature
April 01, 2009

Mr. James O’Neill  
City of El Segundo  
350 Main Street  
El Segundo, CA 90245

RE: Residential Sound Insulation Program  
Group 33, Project Number RSI 09-03

Dear Mr. O’Neill,

The inclusion of the cover sheet of each addendum for the above referenced project was an oversite on G & G’s part. We have acknowledged on the bid form each addendum and our bid is based fully on the contract documents and all addendums.

If you have any questions please call me at (480) 921-4079.

Sincerely,

Charles E. GoodBallet  
Vice-President
James,

RE: Projects # RSI 09-02, Group 32 & RSI 09-03, Group 33

Please accept the itemizations for California Averland Construction, Inc. & G & G Specialty Contractors, Inc. as the items appear to demonstrate that the bids are non responsive per staff and Cities requirements for bid documents, as we understand them to be.

*NOTE that the items are the same for both projects but a couple of the pages vary on Grp. 33
If you would like these identified, please advise.

California Averland Construction, Inc.

Bid Documents:

- Page 4, "If Corporation, please attach evidence of authority to sign" - not attached.
- Pages 6 - 9, Manufacturers & Suppliers - not filled out correctly or completely
- Page 16, Bidders Bond not signed.
- Page 13, No Jurat is attached, effective 1/1/08 the verbiage & format has changed, and should be acknowledged with Jurat.
  This has come from the Secretary of State, Debra Bowen
- Appendix's D,M,N,P & U have not been included in bid
- Contractors License # 810681 has a pending violation. 7112

G & G Specialty Contractors, Inc.

Bid Documents:

- Page 4, "If Corporation, please attach evidence of authority to sign" - not attached, should be by Articles of Incorporation, in the corporate minutes, certified by the secretary of state, as is demonstrated in other bids that have attached evidence.
- Page 5, States on form, Bidder must attach copies for each identified addendum - not attached
- Page 8, Secondary Sliding Glass Doors, no cost represented in the contract value column
- Page 10, not completed, as per staff to acknowledge the blanks
- Appendix's M,N,P & U have not been included in bid
- Page 13, No Jurat is attached, effective 1/1/08 the verbiage & format has changed, and should be acknowledged with Jurat. Available here [www.sos.ca.gov/business/notary/notary.htm](http://www.sos.ca.gov/business/notary/notary.htm) The new verbiage covers proof of satisfactory evidence of signer.
  This has come from the Secretary of State, Debra Bowen

We expect that this may be a redundant letter, as we respect that staff may have already identified these items in the process of reviewing and making the recommendation for the lowest responsible bidder.

No further participation by Tron, until staff recommendation available.

Please advise.

Respectfully,

Ron Donaldson, Jr.

Tron Construction, Inc.

(559) 229.7992 - office
(559) 229.4947 - fax
(800) 570.7992 - toll free
ronaldson@tronconstruction.com
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: April 7, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding the execution of an agreement with the State of California Franchise Tax Board for the sharing of business tax information (Fiscal Impact: $0.00)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to execute and approve the State of California agreement C08700215; (2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
State of California agreement number C0800215

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $0.00
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Steve Jones, Business Services Manager
REVIEWED BY: Deborah Cullen, Director of Finance
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
For four years the City of El Segundo has participated in the AB63 Revenue Sharing Program by entering into an agreement with the Franchise Tax Board (FTB). The term of the agreement (C0800215) is from June 1, 2009 through December 31, 2011 at a cost of $0.00. The agreement will provide the City with records from the FTB obtained from business income tax filings listing El Segundo as its business address for the tax years 2008 thru 2010. These records have enabled the City to recover over $225,000 in new revenues by discovering unlicensed businesses. This agreement will also provide the FTB with records listing businesses doing business in El Segundo obtained from the business license database. These records enable the FTB to discover businesses which are not filing state income tax returns and assist the FTB with revenue recovery. Staff is requesting approval of the agreement to enable the City to meet the requirements established by the State of California Franchise Tax Board.
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
C0800215
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   Franchise Tax Board

   CONTRACTOR'S NAME
   City of El Segundo

2. The term of this Agreement is: June 1, 2009 through December 31, 2011

3. The maximum amount of this Agreement is: $ 0.00 NON-FINANCIAL

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

   Exhibit A – Scope of Work 2 pages
   Exhibit C* – General Terms and Conditions GTC307
   Exhibit D - Special Terms and Conditions 3 pages
   Exhibit E – City Record Format Specifications 2 pages
   Exhibit F – FTB Record Layout Specifications 2 pages
   Exhibit G – Confidentiality Statement 1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.cis.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

   CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
   City of El Segundo

   BY (Authorized Signature) DATE SIGNED (Do not type)
   
   PRINTED NAME AND TITLE OF PERSON SIGNING

   ADDRESS
   350 Main Street, El Segundo, CA 90245

   STATE OF CALIFORNIA

   AGENCY NAME
   Franchise Tax Board

   BY (Authorized Signature) DATE SIGNED (Do not type)
   
   PRINTED NAME AND TITLE OF PERSON SIGNING
   Lisa Garrison, Chief Financial Officer

   ADDRESS
   P.O. Box 2086, Rancho Cordova, CA 95741-2086

California Department of General Services Use Only

Exempt per: SCM 4.04.5.b.
EXHIBIT A

SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein referred to as (FTB) and the City of El Segundo, herein after referred to as the City.

Purpose:

This Agreement allows FTB and the City to enter into a reciprocal agreement to exchange tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bare their own costs of providing the data and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G attached hereto and incorporated by reference herein, sets forth additional terms to which the parties agree to be bound.

Legal Authority:

California Revenue and Taxation Code Section 19551.5 authorize a reciprocal agreement for the exchange of city business tax and income tax information between a City and FTB.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City’s business tax program.

2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose; and only accessed by City employees.

3. The City agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include but is not limited to the following:
   • Business or owner’s name.
   • Business or residence address.
   • Federal employer identification number or social security number.
   • North American Industry Classification Code or Standard Industry Classification Code.

4. The City agrees to extract and provide City data to FTB annually in June for each tax year that the Agreement is in place, June 2009, 2010, and 2011.

5. The City agrees to submit the records to FTB using FTB’s Secure Web Internet File Transfer (SWIFT).

6. The City agrees to submit the records to FTB in ASCII fixed length format, .txt, per the Format Specifications, Exhibit E.

7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City forfeits its rights to FTB data for that year.
EXHIBIT A

SCOPE OF WORK (continued)

8. The City agrees that each City employee having access to FTB data shall sign a Confidentiality Statement, Exhibit G. The signed statement is to be retained by the City and produced to FTB upon request.

9. The City agrees to submit to FTB a completed safeguard questionnaire prior to receiving FTB data. The safeguard questionnaire is valid for the duration of the Agreement.

10. The City agrees to provide a copy of the resolution, order, motion, or ordinance of the local governing body, authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law.

2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose.

3. FTB agrees to provide the City data extracted from the Taxpayer Information (TI) and Business Entity Tax System (BETS). FTB will provide the City records for taxpayers within the city's jurisdiction who indicate a business on their personal or corporation income tax return. The Record Layout, Exhibit F shall include, but is not limited to:
   - Taxpayer name.
   - Taxpayer address.
   - Taxpayer social security number or federal employer identification number.
   - Principal business activity code.

4. FTB agrees to match the data provided by the City using the social security number or federal employer identification number against FTB's data with a yes or no indicator on the Record Layout, Exhibit F.

5. FTB agrees to provide the City an annual extraction in December 2009 for tax year 2008, December 2010 for tax year 2009, and December 2011 for tax year 2010 via SWIFT.

6. FTB agrees to register the City for a SWIFT account, allowing for the secure electronic transmission of data.

7. FTB agrees to provide the City a unique City Business Tax Number to be used for reporting purposes only.

8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.
SCOPE OF WORK (continued)

Project Coordinators:

The project coordinators during the term of this Agreement will be:

**Franchise Tax Board**
Erica Gonzales  
Data Resources and Services Section  
P.O. Box 1468, Mailstop A181  
Sacramento, CA 95812-1468  
Phone: (916) 845-6556  
Fax: (916) 855-5695

**City of El Segundo**
Steve Jones  
Business Services Manager  
350 Main Street  
El Segundo, CA 90245  
Phone: (310) 524-2332

Return executed agreement to:

**Franchise Tax Board**
Procurement & Asset Management  
Attention: Nel Bohling  
P.O. Box 2086, Mailstop A374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-7870  
Fax: (916) 845-3599
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:
   1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: “For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
17. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS**: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The classified confidential tax information being provided to the City under this Agreement remains the exclusive property of FTB. The City shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon completion of this Agreement.

2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has tax return information and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of state tax return information or other confidential data is a misdemeanor (Revenue and Taxation Code Section 19542 and 19542.1).

3. USE OF INFORMATION: The City and FTB agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained by FTB shall be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law. The City and FTB further agree that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than identified in this Agreement or as authorized by law.

4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a “need to know” basis. The “need to know” standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Both parties recognize their responsibilities to protect the confidentiality of this information as provided by law and ensures such information is disclosed only to those individuals and of such purpose, as authorized by the Revenue and Taxation Code.

5. DISCLOSURE OF CONFIDENTIAL INFORMATION: Any unwarranted disclosure or use of state tax return information or any willful unauthorized inspection of the return information is an act punishable as a misdemeanor. Inspection is defined to mean any examination of confidential information. No one other than authorized employees may have access, use, and view or manipulate the data being transmitted to the City under this Agreement. The City, in recognizing the confidentiality of state tax return information, agrees to take all appropriate precautions to protect from unauthorized disclosure of the confidential information obtained pursuant to this Agreement. The City will conduct oversight of its users with access to the confidential information provided under this Agreement, and will promptly notify FTB of any suspected violations of security or confidentiality by its users.

The City and each of the City’s employees who may have access to the confidential data of FTB will be required to sign a Confidentiality Statement, Exhibit G, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized disclosure thereof. The signed statement shall be retained by the City and furnished to FTB upon request.
EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

6. INCIDENT REPORTING: All unauthorized or suspected unauthorized access; use and/or disclosure (incidents) of FTB data shall be reported to FTB's contact, Erica Gonzales at (916) 845-6556, immediately upon discovery of the incident. The incident report shall contain the following: date, time, employee name, description of the incident or circumstances, and means of discovery. Upon discovery of any such incident, FTB will make the appropriate notification to affected California Resident(s) pursuant to the requirements of Civil Code Section 1798.29.

7. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity, and utility of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City will store information so that it is physically secure from unauthorized access. The records received by the City will be securely maintained and accessible only by employees of the city business license program who are committed to protecting the data from unauthorized access, use, or disclosure.

8. DESTRUCTION OF RECORDS: All records received by the City from FTB and any database(s) created, copies made, or files attributed to the records received will be destroyed within three years of receipt. The records shall be destroyed in a manner to be deemed unusable or readable and to the extent that an individual record can no longer be reasonably ascertained. FTB will destroy City data in accordance with the Department’s data retention policies.

9. INDEMNIFICATION: Both parties agree to indemnify, defend, and save harmless each other, its officers, agents and employees from any and all claims and losses accruing or resulting from any breach of confidentiality by either party and/or its employees.

10. SETTLEMENT OF DISPUTES: In the event of a dispute, the City shall file a "Notice of Dispute" with the Assistant Executive Officer of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Assistant Executive Officer or his/her designee shall meet with the City and the FTB contact for purposes of resolving the dispute. The decision of the Assistant Executive Officer shall be final.

11. SAFEGUARD QUESTIONNAIRE and REVIEW: Prior to sending data to the City, FTB requires the City to submit a safeguard questionnaire certifying the protection and confidentiality of FTB data. The FTB retains the right to conduct an on-site safeguard review of the City. The City will be provided a minimum of seven (7) days notice prior to a safeguard review being conducted by the FTB Disclosure Office. The safeguard review will examine the adequacy of information security controls established by the City in compliance with the confidentiality requirements pursuant to this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.

12. LIMITED WARRANTY: Either party does not warrant or represent the accuracy or content of the material available through this Agreement, and expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.
SPECIAL TERMS AND CONDITIONS (continued)

13. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement. Both parties agree that in the event of a breach to the terms of this Agreement, it shall destroy all records and any databases created, copies made, or files attributed to the records received. The records shall be destroyed in a manner to be deemed unusable or readable and to the extent that an individual record can no longer be reasonably ascertained, upon destruction.

14. NO THIRD PARTY LIABILITY: Nothing contained in this Agreement or otherwise shall create any contractual relation between either party and any other party, and no party shall relieve the City or FTB of its responsibilities and obligations hereunder. Both parties agree to be fully responsible for the acts and omissions of its third parties and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City or FTB. Both parties shall have no obligation to pay or to see the payment of any monies to any party or persons either directly or indirectly employed by the City or FTB.
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<th>Field Size</th>
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<td>19</td>
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<td>126</td>
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<td>AN</td>
<td>Address of the business location or the residence of the owner if sole proprietorship.</td>
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<td>A</td>
<td>Must be present.</td>
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<td>STATE</td>
<td>167</td>
<td>168</td>
<td>2</td>
<td>A</td>
<td>Enter standard state abbreviation.</td>
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<td>AN</td>
<td>Enter the valid ZIP Code (nine or five-digit) assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused positions with blanks.</td>
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EXHIBIT E
CITY RECORD FORMAT SPECIFICATIONS

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<td>197</td>
<td>202</td>
<td>6</td>
<td>N</td>
<td>Enter the six-digit NAICS code. Fill unused fields with zeros.</td>
</tr>
<tr>
<td>SYSTEM (NAICS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STANDARD-INDUSTRIAL-CLASSIFICATION (SIC)</td>
<td>203</td>
<td>206</td>
<td>4</td>
<td>N</td>
<td>Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>unused fields with zeros.</td>
</tr>
<tr>
<td>TOTAL RECORD LENGTH</td>
<td>206</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT F

**FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Length</th>
<th>Start Pos</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTITY TYPE</td>
<td>1</td>
<td>1</td>
<td>&quot;P&quot; – personal income tax record; &quot;B&quot; – business tax record</td>
</tr>
<tr>
<td>SSN or FEIN</td>
<td>9</td>
<td>2</td>
<td>For &quot;P&quot; records, primary taxpayers social security number; For &quot;B&quot; records, federal employer identification number.</td>
</tr>
<tr>
<td>LAST NAME</td>
<td>40</td>
<td>11</td>
<td>For &quot;P&quot; records, the primary taxpayer’s last name; For ‘B’ records, business name.</td>
</tr>
<tr>
<td>FIRST NAME</td>
<td>11</td>
<td>51</td>
<td>For &quot;P&quot; records ONLY.</td>
</tr>
<tr>
<td>MIDDLE INITIAL</td>
<td>1</td>
<td>62</td>
<td>For &quot;P&quot; records ONLY.</td>
</tr>
<tr>
<td>SPOUSE SSN</td>
<td>9</td>
<td>63</td>
<td>For &quot;P&quot; records filed with a joint return.</td>
</tr>
<tr>
<td>SPOUSE LAST NAME</td>
<td>17</td>
<td>72</td>
<td>For &quot;P&quot; records filed with a joint return.</td>
</tr>
<tr>
<td>SPOUSE FIRST NAME</td>
<td>11</td>
<td>89</td>
<td>For &quot;P&quot; records filed with a joint return.</td>
</tr>
<tr>
<td>SPOUSE MIDDLE INITIAL</td>
<td>1</td>
<td>100</td>
<td>For &quot;P&quot; records filed with a joint return.</td>
</tr>
<tr>
<td>PBA CODE</td>
<td>6</td>
<td>101</td>
<td>For &quot;P&quot; records, principal business activity (PBA) code.</td>
</tr>
<tr>
<td>ADDRESS NUMBER</td>
<td>10</td>
<td>107</td>
<td></td>
</tr>
<tr>
<td>PRE-DIRECTIONAL DIRECTOR</td>
<td>2</td>
<td>117</td>
<td>Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).</td>
</tr>
<tr>
<td>STREET NAME</td>
<td>28</td>
<td>119</td>
<td></td>
</tr>
<tr>
<td>STREET SUFFIX</td>
<td>4</td>
<td>147</td>
<td></td>
</tr>
<tr>
<td>POST DIRECTIONAL INDICATOR</td>
<td>2</td>
<td>151</td>
<td>Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).</td>
</tr>
<tr>
<td>STREET SUFFIX 2</td>
<td>4</td>
<td>153</td>
<td></td>
</tr>
<tr>
<td>APARTMENT/SUITE NUMBER</td>
<td>10</td>
<td>157</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>13</td>
<td>167</td>
<td></td>
</tr>
<tr>
<td>STATE</td>
<td>2</td>
<td>180</td>
<td>Standard state abbreviation</td>
</tr>
<tr>
<td>ZIP CODE</td>
<td>5</td>
<td>182</td>
<td>The valid ZIP Code (nine or five-digit) assigned by the U.S. Postal Service.</td>
</tr>
<tr>
<td>ZIP CODE SUFFIX</td>
<td>4</td>
<td>187</td>
<td>Provided if known.</td>
</tr>
<tr>
<td>CBT MATCH</td>
<td>1</td>
<td>191</td>
<td>&quot;N&quot; – No match per CBT data. &quot;Y&quot; – Yes: CBT matched to state tax return filed.</td>
</tr>
</tbody>
</table>
EXHIBIT G
CONFIDENTIALITY STATEMENT

State of California Franchise Tax Board

Confidential tax return information is protected from disclosure by law, regulation, and policy. Information security is strictly enforced. Violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax return information is in the public's interest, the state's interest, and the city's interest.

A city employee is required to protect the following types of information received from the Franchise Tax Board:

- Taxpayer name
- Taxpayer address
- Taxpayer social security number or taxpayer identification number
- Principal business activity code

A city employee is required to protect confidential information by:

- Accessing or modifying information only for the purpose of performing official duties.
- Never accessing or inspecting information for curiosity or personal reasons.
- Never showing or discussing confidential information to or with anyone who does not have the need to know.
- Placing confidential information only in approved locations.
- Never removing confidential information from your work site without authorization.

As a city employee, you are required to know whether information is protected. If you have any question regarding whether particular information is confidential, check with your department's project coordinator.

Unauthorized inspection, access, use, or disclosure of confidential tax return information is a crime under state laws, including but not limited to Sections 19542 and 19552 of the California Revenue and Taxation Code and Section 502 of the Penal Code. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- State criminal action
- State and/or taxpayer civil action

You are reminded that these rules are designed to protect everyone's right to privacy, including your own.

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action being taken against me.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

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