

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

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, June 13, 2022 – 6:00 PM

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have seating for this meeting and the public shall have the right to observe and offer public comment at this location. **The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.**

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

Please consider carefully before attending this meeting in person and do not attend this meeting in person if you have had direct contact with someone who has tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby

Council Member Bates
Council Member Chirco
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Council Member Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Chirco will give the Invocation.

5. PRESENTATIONS

A. Presentation of a Proclamation to the Parks, Recreation, and Cultural Arts Commission in Recognition of Parks Make Life Better Month

B. Presentation of a Commendation to Fire Captain/Paramedic Lee Cabrera in Recognition of Being Named the Orange County Fire Authority's Battalion One Firefighter of the Year

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from May 3, 2022 to June 2, 2022.

Recommendation:

Ratify the Warrants for the period from May 3, 2022 to June 2, 2022 in the amount of \$1,075,080.43.

Roll Call

Mayor Hasselbrink

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

10. CONSENT CALENDAR

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

A. Approval of Minutes (City Clerk)

Approve the Special and Regular Minutes of May 16, 2022.

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

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

Recommendation:

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

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

C. Los Alamitos Museum Association: Proposed Schedule, Activity Plan, and Budget (Administration)

The Los Alamitos Museum Association's proposed schedule, activity plan, balance sheet, and budget for the 2022-2023 fiscal year are being provided to the City Council for approval.

Recommendation:

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2022-2023; and,
2. Authorize the City Manager and/or his designee to approve necessary changes to the schedule and/or activity plan.

D. Approval of Plans and Specifications for SB1 - New Dutch Haven Street Project (CIP 22/23-02) (Development Services)

This report seeks approval of plans and specifications, and authorization to facilitate the solicitation of bids to begin the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02).

Recommendation:

1. Approve the plans and specification for the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02); and,
2. Authorize Staff to advertise and solicit bid proposals.

E. Approval of the Request for Proposals (RFP) 2022-02, Sterns Park Improvement Project (Development Services)

This report facilitates the solicitation of bids for contractual services for the design specifications, construction management and inspection services for the Sterns Park Improvement Project.

Recommendation:

1. Approve the Request for Proposals (RFP) 2022-02 for the design specifications, construction management and inspection services for the Sterns Park Improvement Project; and,
2. Authorize staff to advertise and solicit bid proposals.

F. Measure M2 Seven Year Capital Improvement Program Fiscal Year's 2022/23 through 2028/29 (Development Services)

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program (Attachment 1).

Recommendation:

Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 to comply with Measure M2 eligibility criteria.

G. Annual Appropriations Limit Fiscal Year 2022-23 (Finance)

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

Recommendation:

Adopt Resolution No. 2022-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23."

H. Approval of Vehicle Purchases for the Police Department (Development Services)

This item seeks approval to purchase patrol vehicles for the Police Department via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 120716-NAF.

Recommendation:

Approve the purchase of three (3) police pursuit vehicles from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF in an amount not to exceed \$148,661.65.

11. PUBLIC HEARING

A. Adoption of the Fiscal Year 2022-23 Annual Operating and Capital Improvement Program Budget (Finance)

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall consider adoption of the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

Recommendation:

1. Review, receive, and file the department overviews for Fiscal Year 2022-23; and,
2. Conduct a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopt Resolution No. 2022-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23."

12. DISCUSSION ITEM

A. City Manager Employment Agreement (Administration)

Following the conclusion of negotiations with City Manager Chester C. Simmons, the City Council will consider approval of a new City Manager Employment Agreement.

Recommendation:

1. Receive an oral report summarizing the proposed new City Manager Employment Agreement; and,
2. Adopt Resolution No. 2022-23 approving and authorizing the Mayor to execute a new City Manager Employment Agreement with Chester C. Simmons.

13. ADJOURNMENT

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

A handwritten signature in blue ink, appearing to read 'Windmera Quintanar', with a stylized flourish at the end.

Windmera Quintanar, MMC, City Clerk
Dated:

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 9A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from May 3, 2022 to June 2, 2022.

RECOMMENDATION

Ratify the Warrants for the period from May 3, 2022 to June 2, 2022 in the amount of \$1,075,080.43.

BACKGROUND

The expenditures noted within this Warrant Register conform to the budget approved by the City Council.

DISCUSSION

The Director of Finance certifies the accuracy of the attached register and to the availability of monies for payment thereof.

FISCAL IMPACT

The grand total of \$1,075,080.43 represents checks and electronic fund transfers for the period May 3, 2022 to June 2, 2022.

Attachment: 1. Warrants

CITY OF LOS ALAMITOS
A/P Warrants
JUNE 13, 2022

To Ratify

Pages:

1-5	\$	222,220.23	Warrant	05/04/2022
6	\$	5,400.00	Advanced Warrants	05/05/2022
7-15	\$	118,941.68	Warrant	05/18/2022
16	\$	8,500.00	Advanced Warrants	05/19/2022
17	\$	25,000.00	Advanced Warrants	05/26/2022
18	\$	9,904.30	June Retirees	06/01/2022
19	\$	175,805.20	Payroll	05/13/2022
20	\$	94,073.37	Benefits & Withholdings	05/13/2022
21	\$	229,975.60	Payroll	05/27/2022
22	\$	185,260.05	Benefits & Withholdings	05/27/2022

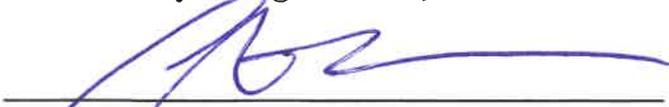
Grand Total **\$ 1,075,080.43**

The attached Warrant Register containing checks and electronic funds transfers for the period from May 3, 2022 to June 2, 2022, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director



this 6th day of June, 2022

WARRANTS 05/04/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 3/6-3/19/2	GENERAL FUND	TRAFFIC	5,829.39
	CROSSING GUARDS 3/20-4/2/2	GENERAL FUND	TRAFFIC	5,738.66
	TOTAL:			11,568.05
AMERICAN RENTALS	STUMP GRINDER RENTAL	GENERAL FUND	STREET MAINTENANCE	1,118.25
	CONCRETE TRAILER RENTAL	GENERAL FUND	STREET MAINTENANCE	899.34
	TOTAL:			2,016.59
SEA SALTY INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		80.00
	TOTAL:			80.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS-MAR22	GENERAL FUND	PATROL	259.08
	TOTAL:			259.08
CANON FINANCIAL SERVICES, INC.	USAGE 3/2022-CONTRACT 4/20	GENERAL FUND	RECREATION ADMINISTRAT	464.05
	TOTAL:			464.05
CHARLES ABBOTT ASSOCIATES, INC.	A.PEREZ CONSULTANT MAR22	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,185.00
	BUILDING PERMIT FEES MAR22	GENERAL FUND	BUILDING INSPECTION	30,101.01
	TOTAL:			31,286.01
COUNTY OF ORANGE TREASURER-TAX	PARKING VIOLATIONS 3/2022	GENERAL FUND	NON-DEPARTMENTAL	2,971.50
	OCSO COMMUNICAT QTR JAN-MA	GENERAL FUND	COMMUNICATIONS TECHNOL	1,615.50
	FINGERPRINT ID SYSTEM-APR2	GENERAL FUND	COMMUNICATIONS TECHNOL	453.00
	OCCATS-APRIL 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	TOTAL:			6,313.33
ELITE SPECIAL EVENT, INC.	WEAVER ELEMENTARY-6/8/22	GENERAL FUND	SPECIAL EVENTS	650.00
	TOTAL:			650.00
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES APR2	GARAGE FUND	GARAGE	1,860.12
	TOTAL:			1,860.12
INTEGRITY NEWSPAPER INC.	PUBLIC NOTICE-ADOPT ORD202	GENERAL FUND	ADMINISTRATION	190.00
	TOTAL:			190.00
FRONTIER COMMUNICATIONS	PHONES & ALARMS 4/2022	GENERAL FUND	COMMUNICATIONS TECHNOL	237.11
	TOTAL:			237.11
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	360.00
	TOTAL:			360.00
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIM FEES THRU AP	GENERAL FUND	NON-DEPARTMENTAL	983.33
	TOTAL:			983.33
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	5,125.19
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,499.50
	TOTAL:			11,624.69
HDL COREN & CONE	PROPERTY TAX APR-JUNE 2022	GENERAL FUND	FINANCE	1,399.38
	TOTAL:			1,399.38
ICS INTELESYS, INC.	ANNUAL RENEWAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,188.00
	TOTAL:			2,188.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SERVICES-MAY22	SELF INSURANCE TRU	INSURANCE	1,125.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KEVIN GARRETT	YOUTH TENNIS TUESDAY	GENERAL FUND		1,125.00
	PEE WEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	233.35
	YOUTH TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	143.00
	ADULT TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	318.50
	YOUTH TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	332.15
	YOUTH INTRMDTE TENNIS THUR	GENERAL FUND	SPECIAL CLASSES	324.35
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	367.90
	YOUTH BEGINR TENNIS SATURD	GENERAL FUND	SPECIAL CLASSES	182.65
	YOUTH INTRMDTE TENNIS SATU	GENERAL FUND	SPECIAL CLASSES	442.80
	TOTAL:			2,689.05
KHOA DANG TRAN	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	110.00
	TOTAL:			110.00
DR. GALE K. GORKE	THRIVE TEEN EXPO SPEAKER	GENERAL FUND	SPECIAL EVENTS	1,000.00
	TOTAL:			1,000.00
KONTICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE MAR22	GENERAL FUND	POLICE ADMINISTRATION	189.74
	TOTAL:			189.74
LIEBERT CASSIDY WHITMORE	GENERAL COUNSEL SERVICES	GENERAL FUND	NON-DEPARTMENTAL	28.05
	GEN COUNSEL SRV-POA NEG 20	GENERAL FUND	NON-DEPARTMENTAL	190.00
	TOTAL:			218.05
LOS ALAMITOS AREA CHAMBER OF COMMERCE	COMMERCE MEMBERSHIP 2022	GENERAL FUND	ADMINISTRATION	300.00
	TOTAL:			300.00
LOS ANGELES UNIFIED SCHOOL DISTRICT	BILINGUAL PAY TESTING-N.RO	GENERAL FUND	POLICE ADMINISTRATION	90.00
	TOTAL:			90.00
McMURRAY STERN, LLC	POLICE CAPITAL EXP COMMUNICATIONS TECHNOL			16,198.00
	TOTAL:			16,198.00
MISC. VENDOR	ELIZABETH CORTEZ: REFUND	GENERAL FUND	NON-DEPARTMENTAL	150.00
	KAREN HALL: REFUND	GENERAL FUND	NON-DEPARTMENTAL	3.00
	LISA HARINOFF: REFUND	GENERAL FUND	NON-DEPARTMENTAL	159.00
	KRISTEN MOORE: REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.00
	VERONICA RAMIREZ: REFUND	GENERAL FUND	NON-DEPARTMENTAL	150.00
	JASON BRUTON: TEEN EXPO RE	GENERAL FUND	SPECIAL EVENTS	255.54
	TOTAL:			732.54
OC DISTRICT ATTORNEY'S OFFICE	ASSET FORFEITURE	ASSET SEIZURE	NON-DEPARTMENTAL	7,270.00
	ASSET FORFEITURE	ASSET SEIZURE	NON-DEPARTMENTAL	2,596.00
	TOTAL:			9,866.00
OUR LOS AL	MNGMNT SRVCS MAR-APR 2022	GENERAL FUND	CITY COUNCIL	833.34
	MNGMNT SRVCS MAR-APR 2022	GENERAL FUND	LOS ALAMITOS TV	1,666.66
	MNGMNT SRVCS MAR-APR 2022	LOS ALAMITOS TV	LOS ALAMITOS TV	1,666.66
	TOTAL:			4,166.66
PACIFIC TELEMANAGEMENT SERVICES	PD PAY PHONE-APRIL22	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
	TOTAL:			43.00
PIONEER MANUFACTURING COMPANY INC.	FIELD PAINTING SUPPL & EQU	GENERAL FUND	SPORTS	2,966.68

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	2,566.68
POWERTRIP RENTALS, LLC	SPRING CARNIVAL EQUIPMENT	GENERAL FUND	SPECIAL EVENTS	289.03
			TOTAL:	289.03
PRINTMASTERS	ARPA-PARKLET SERIES	AMERICAN RESCUE PL NON - DEPARTMENTAL	TOTAL:	1,179.90
			TOTAL:	1,179.90
REFLEX TRAFFIC SYSTEMS, INC.	MAR22-INTERSECTION COMMUNI	GENERAL FUND	TRAFFIC	9,686.16
			TOTAL:	9,686.16
SANBON PRO APPAREL	YOUTH SPORTS SOCCER SHIRTS	GENERAL FUND	SPORTS	269.38
			TOTAL:	269.38
SCHOOL NEWS ROLL CALL	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	DAY CAMP	62.50
	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	PLAYGROUNDS	62.50
	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	SPORTS	62.50
	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	SPECIAL CLASSES	62.50
	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	SPECIAL CLASSES	62.50
	APRIL PUBLICATN-SUMMER PRO	GENERAL FUND	SPECIAL CLASSES	62.50
			TOTAL:	375.00
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS-K. STEINHAUS	GENERAL FUND	PATROL	81.25
	PARKING CITATION BOOKLETS	GENERAL FUND	TRAFFIC	3,707.44
	TRAFFIC INFO EXCHANGE CARD	GENERAL FUND	TRAFFIC	294.60
	RESIDENT PARKING PERMIT ST	GENERAL FUND	TRAFFIC	629.37
	BUSINESS CARDS-RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.43
	PARKING ENFORCEMENT MAILER	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,980.25
	OIL PROGRAM FLYER	GENERAL FUND	PUBLIC WORKS ADMIN	707.78
	LOS AL PARKLET ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL	TOTAL:	557.92
			TOTAL:	8,010.08
SOCAL AUTO & TRUCK PARTS INC.	OIL FOR PD VEHICLES	GARAGE FUND	GARAGE	82.18
			TOTAL:	82.18
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNALS/ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	251.09
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	51.12
			TOTAL:	302.21
SOUTHERN CALIFORNIA GAS	SO CAL GAS-3191 KATELLA AV	GENERAL FUND	BUILDING MAINTENANCE	166.98
	SO CAL GAS-10911 OAK ST	GENERAL FUND	BUILDING MAINTENANCE	86.26
	SO CAL GAS-3614 FENLEY DR	GENERAL FUND	BUILDING MAINTENANCE	14.30
			TOTAL:	267.54
SPOT LIGHTING SUPPLIES, INC.	FLUORESCENT LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	324.33
			TOTAL:	324.33
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINT APPS MAR22	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	32.00
SUPERIOR PAVEMENT MARKINGS, INC.	CROSSWALK STRIPING-AL & FL	GENERAL FUND	STREET MAINTENANCE	4,437.34
			TOTAL:	4,437.34
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES-MAR22	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00

WARRANTS 05/04/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WEST PUBLISHING CORPORATION	DETECTIVES SOFTWARE MAR22	GENERAL FUND	INVESTIGATION	313.27
			TOTAL:	313.27
TIME WARNER CABLE	PHONE SERVICE 4/7/22-5/6/22	GENERAL FUND	ADMINISTRATION	79.98
	CABLE SERVICE 4/2/22-5/1/22	GENERAL FUND	COMMUNICATIONS TECHNOL	134.96
			TOTAL:	214.94
VERIZON WIRELESS	MDC 1-8	GENERAL FUND	PATROL	304.08
	PD JETPACK 1&2	GENERAL FUND	PATROL	76.02
	OFCRS MONTHLY CELL PHONE C	GENERAL FUND	PATROL	567.00
	{3} MOBILE ID READERS	GENERAL FUND	PATROL	141.54
	DET. BUREAU MONTHLY CELLPH	GENERAL FUND	INVESTIGATION	121.50
	CLO MONTHLY CELLPHONE CHRG	GENERAL FUND	COMMUNITY OUTREACH	40.50
			TOTAL:	1,250.64
WEST COAST ARBORISTS, INC.	MEASURE M		CAPITAL PROJECTS	17,748.00
			TOTAL:	17,748.00
WILLDAN ENGINEERING	CITY ENGINEER FEB22	GENERAL FUND	CITY ENGINEER	6,000.00
	PLAN CHECKING FEB22	GENERAL FUND	CITY ENGINEER	31,055.75
	TRAFFIC ENGINEER FEB22	GENERAL FUND	CITY ENGINEER	3,430.00
	TRAFFIC PLAN CHECK FEB22	GENERAL FUND	CITY ENGINEER	1,584.00
	CPS PROJECT FEB22	GENERAL FUND	CAPITAL PROJECTS	3,112.50
	STREET IMPROVEMENTS 2021-2	GENERAL FUND	CAPITAL PROJECTS	780.00
	CERRITOS GUARDRAIL-MEASURE	MEASURE M	CAPITAL PROJECTS	320.00
	EMERGENCY GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	2,173.00
			TOTAL:	48,455.25
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY-MAR2022	GENERAL FUND	CITY ATTORNEY	13,834.37
	LITIGATION SRVCS-MAR2022	GENERAL FUND	CITY ATTORNEY	355.30
	PROSECUTOR SRVCS-MAR2022	GENERAL FUND	CITY ATTORNEY	2,350.00
			TOTAL:	16,539.67
WORLD TRADE PRINTING COMPANY	SPONSOR BANNER PARTNERSHIP	GENERAL FUND	SPECIAL EVENTS	212.06
	PARKS-MAKE LIFE BTR BANNER	GENERAL FUND	SPECIAL EVENTS	137.79
			TOTAL:	349.85

WARRANTS 05/04/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	===== FUND TOTALS =====			
10	GENERAL FUND	167,065.45		
26	MEASURE M	18,068.00		
27	ASSET SEIZURE	9,866.00		
28	LOS ALAMITOS TV	1,666.66		
50	GARAGE FUND	1,942.30		
51	POLICE CAPITAL EXPENSES	16,198.00		
53	TECHNOLOGY REPLACEMENT	4,361.00		
54	SELF INSURANCE TRUST	1,125.00		
56	AMERICAN RESCUE PLAN ACT	1,527.82		

	GRAND TOTAL:	222,220.23		

ADVANCED WARRANTS 05/05/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DEAN SIMONE	PARKLET-PARTY ON PINE 5/12	AMERICAN RESCUE PL NON	DEPARTMENTAL	2,000.00
	TOTAL:			2,000.00
MICHAEL NGUYEN	MOVIE NIGHT 5/6/2022	AMERICAN RESCUE PL NON	DEPARTMENTAL	400.00
	TOTAL:			400.00
RENE BURCUAN	PARKLET-SUAUZE BAND 5/5/202	AMERICAN RESCUE PL NON	DEPARTMENTAL	3,000.00
	TOTAL:			3,000.00

FUND TOTALS	
56 AMERICAN RESCUE PLAN ACT	5,400.00
GRAND TOTAL:	5,400.00

WARRANTS 05/18/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	ELECTRIC SHOTSUN LOCK/TIME GARAGE FUND	GARAGE FUND	GARAGE	410.40
			TOTAL:	410.40
ADMINSURE	WC CLAIMS ADMIN APR2022	SELF INSURANCE TRU	INSURANCE	411.53
			TOTAL:	411.53
AHMC ANAHEIM REGIONAL MEDICAL CENTER	SABT EXAM-5/24/21 CR#21-00	GENERAL FUND	PATROL	850.00
			TOTAL:	850.00
ALL AMERICAN SIGN COMPANY	FD DODGE CHARGER LETTERING	GARAGE FUND	GARAGE	252.31
			TOTAL:	252.31
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS: 4/3-4/16/	GENERAL FUND	TRAFFIC	5,865.30
			TOTAL:	5,865.30
ANDERSON ELECTRICAL & LIGHTING SERVICE	LAUREL LIGHTS ELECTRICAL M	GENERAL FUND	SPORTS	120.00
			TOTAL:	120.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL-CITY PARKS	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
BARBARA BANNERMAN	YOGA WITH BARBARA 4/2/22	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	9.75
BEE REMOVERS	BEE REMOVAL-5202 HOWARD AV	GENERAL FUND	STREET MAINTENANCE	165.00
			TOTAL:	165.00
BORDIN SEMMER, LLP	KEENAN & ASSOC VS LOS AL	SELF INSURANCE TRU	INSURANCE	553.50
			TOTAL:	553.50
CAPRCBM	DUES: 2022-2023 MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	250.00
			TOTAL:	250.00
JHM SUPPLY, INC.	WATER KEYS FOR REC DEPT	GENERAL FUND	PARK MAINTENANCE	15.26
	NEW IRRIGATION CONTROLLER	GENERAL FUND	PARK MAINTENANCE	102.55
			TOTAL:	117.81
CARTRIDGE WORLD OF LOS ALAMITOS	RECEPTION PRINTER	GENERAL FUND	COMMUNITY DEVEL ADMIN	132.18
			TOTAL:	132.18
CHARLES ABBOTT ASSOCIATES, INC.	INDUST/COMM INSPECTIONS 3/	GENERAL FUND	NPDES	414.00
			TOTAL:	414.00
COSTAR REALTY INFORMATION, INC.	REAL ESTATE INFO COMPANY	GENERAL FUND	ADMINISTRATION	1,025.00
			TOTAL:	1,025.00
COUNTY OF ORANGE TREASURER-TAX	OCSD TECH DIV. Q2 4/1-6/30	GENERAL FUND	COMMUNICATIONS TECHNOL	3,829.00
			TOTAL:	3,829.00
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTIVE MAINT. 4/2022	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
DASH MEDICAL GLOVES, INC.	PD BLK NITRILE GLOVES: 4 C	GENERAL FUND	PATROL	659.44
			TOTAL:	659.44
DATA TICKET, INC.	CITATION PROCESSING MAR22	GENERAL FUND	TRAFFIC	635.08

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CODE INF. CITATION PROC MA GENERAL FUND	GENERAL FUND	NEIGHBORHOOD PRESERVA	100.00
	TOTAL:			735.08
	UNEMPLOYMENT INSURANCE MAR SELF INSURANCE TRU INSURANCE			741.96
	TOTAL:			741.96
EMPLOYMENT DEVELOPMENT DEPT.				
INTEGRITY NEWSPAPER INC.	REDISTRICITING PH 1 ENGLISH GENERAL FUND	GENERAL FUND	ADMINISTRATION	350.00
	REDISTRICITING PH 1 SPANISH GENERAL FUND	GENERAL FUND	ADMINISTRATION	380.00
	REDISTRICITING PH 1 KOREAN GENERAL FUND	GENERAL FUND	ADMINISTRATION	380.00
	REDISTRICITING PH 1 VIETNAM GENERAL FUND	GENERAL FUND	ADMINISTRATION	345.00
	PUBLIC NOTICE PROPERTY AUC	GENERAL FUND	INVESTIGATION	50.00
	BLOCK GRANTS	GENERAL FUND	PLANNING	130.50
	CITY OF LOS AL HOUSING	GENERAL FUND	PLANNING	272.16
	PUBLIC NOTICE: 117392	GENERAL FUND	PLANNING	340.00
	PUBLIC NOTICE: 117393	GENERAL FUND	PLANNING	265.00
	PUBLIC NOTICE: 17394	GENERAL FUND	PLANNING	250.00
	TOTAL:			2,762.66
CARRI FOX	LINE DANCE-DROP IN 4/6/22	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DANCE-DROP IN 4/13/22	GENERAL FUND	SPECIAL CLASSES	35.00
	TOTAL:			52.50
KAIN GALLAUGHER	SWAT TRAINING 3/13-3/18/22	GENERAL FUND	INVESTIGATION	265.78
	TOTAL:			265.78
GALLS / QUARTERMASTER	PANTS-RECORDS SPEC. TAVASC	GENERAL FUND	RECORDS	154.50
	TOTAL:			154.50
GANDHL LUMBER COMPANY	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	64.15
	ROSE VALV INSTAL-COTTONWD	GENERAL FUND	PARK MAINTENANCE	53.67
	FACILITY SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	51.72
	BASEBOARD GLUE	GENERAL FUND	BUILDING MAINTENANCE	6.87
	SHOP SUPPLIES	GARAGE FUND	GARAGE	17.47
	TOTAL:			193.88
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	420.00
	TOTAL:			420.00
GOLDEN STATE WATER COMPANY	SIERRA CIRCLE (8 HOUSE BUR	GENERAL FUND	STREET MAINTENANCE	136.60
	3902 KATELLA (IRR)	GENERAL FUND	STREET MAINTENANCE	206.89
	10921 FP OAK (BURM)	GENERAL FUND	STREET MAINTENANCE	30.43
	3201 KATELLA-IRRIGATION	GENERAL FUND	STREET MAINTENANCE	84.00
	3251 KATELLA-IRRIGATION	GENERAL FUND	STREET MAINTENANCE	180.46
	3352 KATELLA AVZ	GENERAL FUND	STREET MAINTENANCE	150.16
	3871 IRR. FARQUHAR	GENERAL FUND	STREET MAINTENANCE	28.05
	3201 KATELLA (IRRIGATION)	GENERAL FUND	STREET MAINTENANCE	237.41
	3251 KATELLA (IRRIGATION)	GENERAL FUND	STREET MAINTENANCE	180.46
	3352 KATELLA AV 2/SIBONEY	GENERAL FUND	STREET MAINTENANCE	623.46
	3902 KATELLA (IRRIGATION)	GENERAL FUND	STREET MAINTENANCE	250.94
	5242 KATELLA-WALLINGSFORD	GENERAL FUND	PARK MAINTENANCE	60.60
	5242 KATELLA-WALLINGSFORD	GENERAL FUND	PARK MAINTENANCE	214.01
	3191 KATELLA (CITY HALL)	GENERAL FUND	BUILDING MAINTENANCE	266.63
	10911 OAK (COMMUNITY CENTE	GENERAL FUND	BUILDING MAINTENANCE	283.50
	3191 KATELLA (CITY HALL)	GENERAL FUND	BUILDING MAINTENANCE	27.99
	10911 OAK (COMMUNITY CENT	GENERAL FUND	BUILDING MAINTENANCE	158.95
	TOTAL:			3,120.54

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HI-WAY SAFETY, INC.	K-RAILS & TOW PARKING SIGN	GENERAL FUND	STREET MAINTENANCE	928.81
	PW EMERGENCY LIGHT REPAIR-T	GARAGE FUND	GARAGE	232.02
	TOTAL:			1,160.83
JARED Z. LLOYD	HCE BASKETBALL DROP IN 4/1	GENERAL FUND	SPORTS	208.00
	HCE BASKETBALL DROP IN 3/3	GENERAL FUND	SPORTS	64.00
	HCE BASKETBALL DROP IN 4/1	GENERAL FUND	SPORTS	152.00
	HCE BASKETBALL DROP IN 4/1	GENERAL FUND	SPORTS	176.00
	TOTAL:			640.00
ICS INTELESYS, INC.	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			4,856.87
	TOTAL:			4,856.87
K&S AIR CONDITIONING, INC.	SEVR ROOM A/C SYSTEM CHEC	GENERAL FUND	BUILDING MAINTENANCE	529.54
	TOTAL:			529.54
KONICA MINOLTA PREMIER	COPIER LEASE- ADMIN	GENERAL FUND	FINANCE	576.46
	COPIER LEASE- FINANCE	GENERAL FUND	FINANCE	472.00
	TOTAL:			1,048.46
LANCE, SOLL & LUNGHARD LLP	PREP 2021 NONPROFIT TAX RZ	GENERAL FUND	FINANCE	1,100.00
	TOTAL:			1,100.00
LONG BEACH SOCCER REFEREE ASSOCIATION	SOCCER REFEREE FEES WINTR2	GENERAL FUND	SPORTS	719.00
	TOTAL:			719.00
LOS ANGELES UNIFIED SCHOOL DISTRICT	BILINGUAL PAY TEST-A. DELGA	GENERAL FUND	POLICE ADMINISTRATION	50.00
	BILINGUAL PAY TEST-A. GONZA	GENERAL FUND	RECREATION ADMINISTRATION	50.00
	TOTAL:			180.00
MICHAEL BALLIET CONSULTING, LLC	MICHAEL BALLIET CONSULTING	GENERAL FUND	NON-DEPARTMENTAL	2,126.25
	TOTAL:			2,126.25
MISC. VENDOR	SEYMOUR HELLIGAR: REFUND	GENERAL FUND	NON-DEPARTMENTAL	150.00
	KEO SIM: REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.00
	KEO SIM: REFUND	GENERAL FUND	NON-DEPARTMENTAL	5.00
	CONNIE WILDASINN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	89.00
	TOTAL:			254.00
NEWPORT EXTERMINATING	GENERAL PEST CONTROL 3/202	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL-BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL-BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			295.00
NORTH STAR LAND CARE	LANDSCAPE MAINT-APRIL2022	GENERAL FUND	PARK MAINTENANCE	7,079.66
	TOTAL:			7,079.66
ORANGE COUNTY SHERIFF'S DEPARTMENT	FIELD TRAINING CRSE-N. RODR	GENERAL FUND	POLICE ADMINISTRATION	65.00
	DRIVER TRAINING-D. KIM	GENERAL FUND	POLICE ADMINISTRATION	75.00
	DRIVER TRAINING-J. BRUCKI	GENERAL FUND	POLICE ADMINISTRATION	75.00
	DRIVER TRAINING-J. KROK	GENERAL FUND	POLICE ADMINISTRATION	75.00
	ARREST TACTICS CRSE-N. ROD	GENERAL FUND	POLICE ADMINISTRATION	15.00
	TOTAL:			305.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK-COTTON WD	GENERAL FUND	PARK MAINTENANCE	535.00
	TOTAL:			535.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PLANNING DIRECTORS ASSOCIATION OF OC	2022 ANNUAL PDAOC MEMBERSH GENERAL FUND	GENERAL FUND	COMMUNITY DEVEL ADMIN	125.00
	TOTAL:			125.00
POWERSTRIP RENTALS, LLC	PARKLET-ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,316.70
	PARKLET ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,454.19
	TOTAL:			2,810.89
RIO HONDO COMMUNITY COLLEGE DISTRICT	SUPERVISORY CRSE-N.RODRIGU GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	228.00
	SUPERVISORY CRSE-N.RODRIGU GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	0.00
	TOTAL:			228.00
CHERYL J. SCHNITZER	LINE DANCE-BEG/INT 4/11/22 GENERAL FUND	GENERAL FUND	SPECIAL CLASSES	78.00
	LINE DANCE-BEG/INT 4/25/22 GENERAL FUND	GENERAL FUND	SPECIAL CLASSES	87.75
	TOTAL:			165.75
MCLEAN ENTERPRISES, INC.	ORGANIC RECYCLING BOOKLET GENERAL FUND	GENERAL FUND	COMMUNITY DEVEL ADMIN	6,088.37
	TOTAL:			6,088.37
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PLANTS-REAGAN ST MEDIAN IS GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	455.65
	MULCH-REAGAN ST MEDIAN ISL GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	242.71
	CONCRETE-IRRIGIN BCKFLW CA GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	87.76
	SUPPLIES-REAGAN ST MEDIANS GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	523.56
	PEBBLES FOR PARKLET GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	159.00
	TOTAL:			1,468.68
SPECTRUM SECURITY GROUP, LLC	KEYS-PRESCHOOL & RESTROOM GENERAL FUND	GENERAL FUND	BUILDING MAINTENANCE	49.16
	PW SHOP KEYS GARAGE FUND	GARAGE FUND	GARAGE	21.39
	TOTAL:			70.55
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON EMPLOYEE FINGERPRINT SC GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	32.00
	EMPLOYEE FINGER PRINT SCAN GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	128.00
	TOTAL:			160.00
SWANK MOTION PICTURES, INC.	PARKLET-ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL		405.00
	TOTAL:			405.00
TIME WARNER CABLE	FIBER INTERNET 5/2022 GENERAL FUND	GENERAL FUND	ADMINISTRATION	1,734.00
	CITY HALL PHONE 4/28-5/27/ GENERAL FUND	GENERAL FUND	LOS ALAMITOS IV	484.69
	TOTAL:			2,218.69
U.S. BANK	SENIOR PROG DINE & DOUGH GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	165.49
	SENIOR PROG DINE & DOUGH GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	161.78
	SENIOR PROG DINE & DOUGH-C GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	17.98
	SENIOR PROG DINE & DOUGH-R GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	75.10
	SENIOR PROGRAM-VONS GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	8.96
	SENIOR PROGRAM-NICK'S GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	97.72
	SENIOR PROGRAMING-COSTCO GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	98.34
	SENIOR PROGRAM DINE & DOUG GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	176.79
	SENIOR PROGRAM TABLE LINEN GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	3.31
	SENIOR PROG DINE & DOUGH-V GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	17.97
	SENIOR PROG DECOR-AMAZON GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	20.18
	SENIOR PROM DECOR-AMA GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	136.58
	SENIOR PROM DECOR-AMAZON GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	25.12
	SENIOR PROG DINE & DOUGH GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	118.05
	SENIOR PROG DINE & DOUGH-V GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	10.99
	SENIOR PROG DECOR-AMAZON GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	339.74

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SENIOR PROG DECOR-AMAZON	GENERAL FUND	NON-DEPARTMENTAL	7.53
	SENIOR PROG DECOR-OTC	GENERAL FUND	NON-DEPARTMENTAL	18.31
	SENIOR PROG DINE & DOUGH-A	GENERAL FUND	NON-DEPARTMENTAL	36.31
	SENIOR PROG DINE & DOUGH-S	GENERAL FUND	NON-DEPARTMENTAL	143.82
	SENIOR PROG DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	53.46
	SENIOR PROG DECOR-AMAZON	GENERAL FUND	NON-DEPARTMENTAL	28.38
	SENIOR PROM DECOR-SMART &	GENERAL FUND	NON-DEPARTMENTAL	252.05
	SENIOR PROG PROM DECOR-AMZ	GENERAL FUND	NON-DEPARTMENTAL	66.57
	COUNCIL MEETING DINNER-WAH	GENERAL FUND	NON-DEPARTMENTAL	30.56
	COUNCIL MEETING DINNER-WAH	GENERAL FUND	NON-DEPARTMENTAL	126.81
	COUNCIL MEETING REFRESHMEN	GENERAL FUND	CITY COUNCIL	52.59
	COUNCIL MEETING REFRESHMEN	GENERAL FUND	CITY COUNCIL	19.62
	COUNCIL MEETING DINNER	GENERAL FUND	CITY COUNCIL	127.82
	DONATION BASKET-MADERAS	GENERAL FUND	CITY COUNCIL	50.00
	DONATION BASKET-KATELLA DE	GENERAL FUND	CITY COUNCIL	50.00
	DONATION BASKET-DENIM BAR	GENERAL FUND	CITY COUNCIL	25.00
	DONATION BASKET-ENGCHANT FL	GENERAL FUND	CITY COUNCIL	50.00
	DONATION BASKET-MAMAS CHFR	GENERAL FUND	CITY COUNCIL	50.00
	DONATION BASKET-SHENANDOAH	GENERAL FUND	CITY COUNCIL	50.00
	DONATION BASKET-KATELLA DE	GENERAL FUND	CITY COUNCIL	36.92
	AMERICANA BASKET-HOBBY LOB	GENERAL FUND	CITY COUNCIL	80.13
	SHOVEL PLAQUES-CALI CUSTOM	GENERAL FUND	CITY COUNCIL	377.13
	FOUNDATION DOMAIN-GO DADDY	GENERAL FUND	CITY COUNCIL	61.32
	SUBSCRIPTION-ADOBE	GENERAL FUND	ADMINISTRATION	50.98
	SUBSCRIPTION-OC REGISTER	GENERAL FUND	ADMINISTRATION	10.00
	ANNUAL SUBSCRIPTION-DOCUSI	GENERAL FUND	ADMINISTRATION	300.00
	GRAPHICS SOFTWARE-CANVA	GENERAL FUND	ADMINISTRATION	12.99
	SUBSCRIPTION (2 STAFF)-ADOB	GENERAL FUND	ADMINISTRATION	14.99
	SSL RENEWAL-GO DADDY	GENERAL FUND	FINANCE	189.98
	SUBSCRIPTION (2 STAFF)-ADOB	GENERAL FUND	FINANCE	14.99
	AIR PURIFIER-AMAZON	GENERAL FUND	FINANCE	109.24
	REAR CARGO MAT-CAR ID	GENERAL FUND	FINANCE	152.84
	DRIVER SEAT COVER-AMAZON	GENERAL FUND	POLICE ADMINISTRATION	44.60
	POSTAGE-USPS	GENERAL FUND	POLICE ADMINISTRATION	10.70
	PD OIS TRAINING-EVENIBRAITS	GENERAL FUND	POLICE ADMINISTRATION	249.00
	BULLET JOURNAL-AMAZON	GENERAL FUND	POLICE ADMINISTRATION	23.97
	PD CHIEF TRAINING HOTEL-WE	GENERAL FUND	POLICE ADMINISTRATION	163.08
	EVOC TRAINING LODGING-EMBA	GENERAL FUND	POLICE ADMINISTRATION	901.60
	EVOC TRAINING LODGING-EMBA	GENERAL FUND	POLICE ADMINISTRATION	901.60
	THIN LINE FLAG & POLE-DRI	GENERAL FUND	POLICE ADMINISTRATION	188.48
	SCISSORS-AMAZON	GENERAL FUND	POLICE ADMINISTRATION	6.83
	MONTHLY SUBSCRIPTION-ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	PD CHIEF LODGING TRAINING	GENERAL FUND	POLICE ADMINISTRATION	506.22
	PD CHIEF LODGING TRAINING	GENERAL FUND	POLICE ADMINISTRATION	293.34
	PD CHIEF LODGING FEE-EMBAS	GENERAL FUND	POLICE ADMINISTRATION	4.00
	PD CHIEF AIRFARE REFUND-SW	GENERAL FUND	POLICE ADMINISTRATION	372.95-
	MASTER GUN VISE-REAL AVID	GENERAL FUND	PATROL	299.99
	AIR COMPRESSOR & SUPPLIES	GENERAL FUND	PATROL	290.88
	HUSKY WORKBENCH-HOME DEPOT	GENERAL FUND	PATROL	538.74
	HUSKY WORKBENCH-HOME DEPOT	GENERAL FUND	PATROL	644.35
	ARMORY SHELVING	GENERAL FUND	PATROL	1,053.75
	PD TV MOUNT FOR GYM-AMAZON	GENERAL FUND	PATROL	38.98
	ENVELOPES-AMAZON	GENERAL FUND	PATROL	33.37
	PD CAR WASH JAN/FEB22	GENERAL FUND	PATROL	364.00
	TONER-AMAZON	GENERAL FUND	PATROL	161.14
	CD/DVD SLEEVES-AMAZON	GENERAL FUND	PATROL	36.20

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DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DISINFECTANT WIPES-AMAZON	GENERAL FUND	PATROL	53.04
RIFLE STRAP-NEOMAC	GENERAL FUND	PATROL	44.62
HONOR GUARD UNIFORM	GENERAL FUND	PATROL	266.69
ANNUAL SUBSCRIPTION-ADOBE	GENERAL FUND	RECORDS	179.89
TONER-AMAZON	GENERAL FUND	RECORDS	196.05
FAN FOR PROPERTY-HOME DEPO	GENERAL FUND	RECORDS	181.90
FAN FOR EVIDENCE-HOME DEPO	GENERAL FUND	RECORDS	211.93
DRY ERASE BOARD-TARGET	GENERAL FUND	RECORDS	174.31
SPRING CASNIVAL SUPPLY-99 C	GENERAL FUND	COMMUNITY OUTREACH	17.90
PD SUPPLIES-COSTCO	GENERAL FUND	COMMUNITY OUTREACH	189.64
POWER BI ADOBE SUBSCRIPTIO	GENERAL FUND	COMMUNITY OUTREACH	8.70
SUBSCRIPTION- ADOBE	GENERAL FUND	COMMUNITY DEVEL ADMIN	179.88
OFFICE SUPPLIES- AMAZON	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.57
OFFICE SUPPLIES-STAPLES	GENERAL FUND	COMMUNITY DEVEL ADMIN	197.19
OFFICE SUPPLIES-AMAZON	GENERAL FUND	COMMUNITY DEVEL ADMIN	39.32
CLERICAL SUPPLIES-AMAZON	GENERAL FUND	COMMUNITY DEVEL ADMIN	47.20
CASA YOUTH SHELTER GALA	GENERAL FUND	COMMUNITY DEVEL ADMIN	257.50
DEVELOPMENT SRVCS SUPPLY-S	GENERAL FUND	COMMUNITY DEVEL ADMIN	138.77
LOS AL CHAMBER COMHRC TICK	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.00
PLANNING SUPPLIES-AMAZON	GENERAL FUND	PLANNING	38.83
HEALTH FAIR BASKET-HOBBY L	GENERAL FUND	PLANNING	39.78
PARKLET ARPA-SIR SPEEDY	GENERAL FUND	PLANNING	141.18
PLANTS FOR REAGAN ISLAND	GENERAL FUND	STREET MAINTENANCE	501.83
PLANTS FOR REAGAN ISLAND	GENERAL FUND	STREET MAINTENANCE	38.06
SEEDLINGS FOR ARBOR DAY	GENERAL FUND	PARK MAINTENANCE	114.74
TREES-ARBOR DAY PLANTING	GENERAL FUND	PARK MAINTENANCE	226.01
SPRING DAY CAMP SUPPLY-AMAZ	GENERAL FUND	BUILDING MAINTENANCE	14.99
PW TV BREAKROOM-AMAZON	GENERAL FUND	BUILDING MAINTENANCE	196.64
PW BREAKROOM SUPPLIES-AMAZ	GENERAL FUND	BUILDING MAINTENANCE	565.94
PW BREAKROOM SUPPLIES-AMAZ	GENERAL FUND	BUILDING MAINTENANCE	61.40
PW BREAKROOM SUPPLIES-AMAZ	GENERAL FUND	BUILDING MAINTENANCE	72.75
PW BREAKROOM TABLE-BOBS FU	GENERAL FUND	BUILDING MAINTENANCE	428.99
PW TABLE PURCHASE TAXES	GENERAL FUND	BUILDING MAINTENANCE	36.92
CONTAINER RENTAL-PODS	GENERAL FUND	BUILDING MAINTENANCE	741.80
PD REPLACEMENT TV-AMAZON	GENERAL FUND	BUILDING MAINTENANCE	748.64
CONTAINER RENTAL-PODS	GENERAL FUND	BUILDING MAINTENANCE	552.52
PD TOILET REPAIR SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	28.40
BUILDING MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	90.56
DIRECT TV EOC APRIL22	GENERAL FUND	RECREATION ADMINSTRAT	61.34
SENIOR CARD TABLES-AMAZON	GENERAL FUND	RECREATION ADMINSTRAT	393.84
LAMINATING FILM-AMAZON	GENERAL FUND	RECREATION ADMINSTRAT	130.08
OFFICE STAFF SUPPLY-SAM CL	GENERAL FUND	RECREATION ADMINSTRAT	43.32
OFFICE STAFF SUPPLY-SAM CL	GENERAL FUND	RECREATION ADMINSTRAT	105.07
TABLE RETURNED REFUND-AMAZO	GENERAL FUND	RECREATION ADMINSTRAT	65.64
OFFICE STAFF SUPPLIES-VONS	GENERAL FUND	RECREATION ADMINSTRAT	21.25
SENIOR CARD TABLES-AMAZON	GENERAL FUND	RECREATION ADMINSTRAT	70.29
DESK FOR BACK OFFICE-AMAZO	GENERAL FUND	RECREATION ADMINSTRAT	267.00
ANNUAL SUBSCRIPTION-CANVA	GENERAL FUND	RECREATION ADMINSTRAT	119.99
SAFE DOOR OPENING-SPECTRUM	GENERAL FUND	RECREATION ADMINSTRAT	501.46
CPRS BANQUET-CPRS	GENERAL FUND	RECREATION ADMINSTRAT	103.65
CPRS BANQUET-CPRS	GENERAL FUND	RECREATION ADMINSTRAT	621.15
CPRS BANQUET-CPRS	GENERAL FUND	RECREATION ADMINSTRAT	51.50
CPRS BANQUET AUCTION GIFT	GENERAL FUND	RECREATION ADMINSTRAT	80.35
CPRS BANQUET AUCTION GIFT	GENERAL FUND	RECREATION ADMINSTRAT	50.00
SAFE DOOR OPENING-SPECTRUM	GENERAL FUND	RECREATION ADMINSTRAT	225.00
OFFICE SUPPLIES-AMAZON	GENERAL FUND	RECREATION ADMINSTRAT	90.03

WARRANTS 05/18/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES-STAPLES	GENERAL FUND	RECREATION ADMINISTRAT	5.97
	CASA YOUTH SHELTER GALA	GENERAL FUND	RECREATION ADMINISTRAT	1,010.00
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	OFFICE SUPPLIES-CVS PHARMA	GENERAL FUND	RECREATION ADMINISTRAT	6.45
	COMM CNTR WHITEBOARD-DISPL	GENERAL FUND	RECREATION ADMINISTRAT	416.85
	PW TEAM MEETING-MAMAS COMF	GENERAL FUND	RECREATION ADMINISTRAT	148.44
	AMAZON PRIME FOR SIEVE	GENERAL FUND	RECREATION ADMINISTRAT	14.19
	LOS AL CHAMBER BRKFST S.KI	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	PASTEL CARD STOCK-STAPLES	GENERAL FUND	RECREATION ADMINISTRAT	125.00
	SUBSCRIPTION-ADOBE	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	SUBSCRIPTION-APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	SUBSCRIPTION-MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	460.00
	CREATIVZ CLOUD SUBSCRIPTIO	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	SPRING DAY CAMP SUPPLY-AMAZ	GENERAL FUND	RECREATION ADMINISTRAT	10.91
	SPRING DAY CAMP SUPPLY-TAR	GENERAL FUND	DAY CAMP	51.35
	PARKS PROG EXCURSION DEPOS	GENERAL FUND	PLAYGROUNDS	150.00
	LAUREL PARK LINE MARKET	GENERAL FUND	SPORTS	14.22
	ADULT SOCCER WNTR TSHIRTS	GENERAL FUND	SPORTS	437.05
	YOUTH VOLLEYBALL SUPPLY-AMA	GENERAL FUND	SPORTS	9.82
	YOUTH VOLLEYBALL SUPPLY-AMA	GENERAL FUND	SPORTS	19.12
	YOUTH SPORTS SUPPLY-LOWES	GENERAL FUND	SPORTS	39.51
	TRACK & FIELD STOP WATCH-A	GENERAL FUND	SPORTS	38.23
	ADULT SOCCER SUPPLY-NETWLO	GENERAL FUND	SPORTS	51.55
	COMMUNITY CNTR SUPPLY-HOME	GENERAL FUND	SPORTS	419.00
	MAINT SUPPLIES LAUREL FIEL	GENERAL FUND	SPORTS	23.78
	ADULT SOCCER CHAMPION TSHI	GENERAL FUND	SPORTS	329.76
	MASTER CHEF SUPPLIES-VONS	GENERAL FUND	SPECIAL CLASSES	57.58
	PRESCHOOL SUPPLIES-AMAZON	GENERAL FUND	SPECIAL CLASSES	114.03
	PRESCHOOL SUPPLIES-AMAZON	GENERAL FUND	SPECIAL CLASSES	13.20
	PRESCHOOL REFRIGERATOR-TAR	GENERAL FUND	SPECIAL CLASSES	207.56
	PRESCHOOL GRADUATION-CANVA	GENERAL FUND	SPECIAL CLASSES	23.00
	PRESCHOOL GRAD SUPPLY-AMAZO	GENERAL FUND	SPECIAL CLASSES	195.00
	LIL CHEFS SUPPLIES-VONS	GENERAL FUND	SPECIAL CLASSES	42.36
	TEEN EXPO SUPPLIES-AMAZON	GENERAL FUND	SPECIAL EVENTS	501.24
	TEEN EXPO SUPPLIES-AMAZON	GENERAL FUND	SPECIAL EVENTS	20.74
	TEEN EXPO SUPPLIES-AMAZON	GENERAL FUND	SPECIAL EVENTS	40.48
	WEND OF ARTS LINEN DRY CLE	GENERAL FUND	SPECIAL EVENTS	80.00
	PRINTER FOR SPECIAL EVENTS	GENERAL FUND	SPECIAL EVENTS	303.66
	TEEN EXPO WRISTBANDS-4IMPR	GENERAL FUND	SPECIAL EVENTS	212.54
	SPRING CARNIVAL SUPPLY-AMAZ	GENERAL FUND	SPECIAL EVENTS	171.88
	MEMORY CARD READER-AMAZON	GENERAL FUND	SPECIAL EVENTS	44.15
	SPRING CARNIVAL CUPS-AMAZO	GENERAL FUND	SPECIAL EVENTS	8.47
	SPRING CARNIVAL GIVEAWAYS-	GENERAL FUND	SPECIAL EVENTS	30.41
	SPRING CARNIVAL GIVEAWAYS-	GENERAL FUND	SPECIAL EVENTS	30.45
	SPRING CARNIVAL ENTERTAINM	GENERAL FUND	SPECIAL EVENTS	200.00
	SPRING CARNIVAL STAGE EQUI	GENERAL FUND	SPECIAL EVENTS	146.03
	SPRING CARNIVAL EGG HUNT KI	GENERAL FUND	SPECIAL EVENTS	25.94
	SPRING CARNIVAL GIVEAWAYS	GENERAL FUND	SPECIAL EVENTS	236.64
	SPRING CARNIVAL EGG HUNT SU	GENERAL FUND	SPECIAL EVENTS	14.19
	SPRING CARNIVAL GIVEAWAYS	GENERAL FUND	SPECIAL EVENTS	255.49
	SPRING CARNIVAL SUPPLIES-S	GENERAL FUND	SPECIAL EVENTS	82.84
	SPRING CARNIVAL STAGE BACKD	GENERAL FUND	SPECIAL EVENTS	225.20
	SPRING CARNIVAL FLAGGING TA	GENERAL FUND	SPECIAL EVENTS	30.04
	SHOP SUPPLIES-AMAZON	GARAGE FUND	GARAGE	33.87
	PW SHOP SUPPLIES-NORTHERN	GARAGE FUND	GARAGE	155.10
	PD CHIEF WINDSHIELD REPLAC	GARAGE FUND	GARAGE	358.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SHOP SUPPLIES-NEW STAGE	GARAGE FUND	GARAGE	116.86
	EVENT CARPET PROS	AMERICAN RESCUE PL NON - DEPARTMENTAL		735.50
	ARPA PARKLET-STICKER MULE	AMERICAN RESCUE PL NON - DEPARTMENTAL		150.77
	PARKLET SUPPLIES-LOWES	AMERICAN RESCUE PL NON - DEPARTMENTAL		11.82
	PARKLET SUPPLIES-LOWES	AMERICAN RESCUE PL NON - DEPARTMENTAL		15.86
	PARKLET SUPPLIES-LOWES	AMERICAN RESCUE PL NON - DEPARTMENTAL		25.78
	ARPA PARKLET-WOODLAND MFG	AMERICAN RESCUE PL NON - DEPARTMENTAL		165.93
	ARPA PARKLET-SAMS CLUB	AMERICAN RESCUE PL NON - DEPARTMENTAL		273.00
	PARKLET BENCHES ARPA-LOWES	AMERICAN RESCUE PL NON - DEPARTMENTAL		741.81
	ARPA PARKLET-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		367.54
	ARPA PARKLET-TAYLOR ENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		100.00
	ARPA PARKLET-TAYLOR ENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		119.03
	PARKLETS CAUTION TAPE	AMERICAN RESCUE PL NON - DEPARTMENTAL		19.30
	PARKLET SUPPLIES-LOWES	AMERICAN RESCUE PL NON - DEPARTMENTAL		94.65
	PARKLET PLANTS/FLOWERS	AMERICAN RESCUE PL NON - DEPARTMENTAL		274.29
	PARKLET ARPA-FANTASTIC PAR	AMERICAN RESCUE PL NON - DEPARTMENTAL		470.00
	PARKLET ARPA-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		386.00
	PARKLET ARPA-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,069.96
	PARKLET ARPA-ORIENTAL TRAD	AMERICAN RESCUE PL NON - DEPARTMENTAL		433.55
	PARKLET ARPA-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		38.24
	PARKLET ARPA-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		658.17
	PARKLET ARPA-AMAZON	AMERICAN RESCUE PL NON - DEPARTMENTAL		152.94
	PARKLET ARPA-TARGET	AMERICAN RESCUE PL NON - DEPARTMENTAL		88.36
	PARKLET EVENT-COSTCO	AMERICAN RESCUE PL NON - DEPARTMENTAL		119.52
	PARKLET SERIES-GANAHL LUHB	AMERICAN RESCUE PL NON - DEPARTMENTAL		209.59
	PARKLET SUPPLIES-HOME DEPO	AMERICAN RESCUE PL NON - DEPARTMENTAL		79.71
		TOTAL:		36,107.51
ULINE, INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	212.69
			TOTAL:	212.69
UNDERGROUND SERVICE ALERT OF SO CAL	TICKET CHRGS/MONTHLY MAINT	GENERAL FUND	STREET MAINTENANCE	39.70
			TOTAL:	39.70
UNITED HOME REMODELING INC.		GENERAL FUND	BUILDING MAINTENANCE	5,000.00
			TOTAL:	5,000.00
UNITED STATES POSTMASTER	PERMIT #70 ANNUAL FEE	GENERAL FUND	RECREATION ADMINISTRAT	265.00
			TOTAL:	265.00
VERIZON WIRELESS	EMERGENCY PREP CELL PHONE	GENERAL FUND	ZEMERGENCY PREPAREDNESS	162.17
	ADMIN CELL PHONE	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	COMM DEV CELL PHONE	GENERAL FUND	NEIGHBORHOOD PRESERVA	30.02
	PW CELL PHONE	GENERAL FUND	STREET MAINTENANCE	243.00
			TOTAL:	475.20
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	9,938.96
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	303.35-
			TOTAL:	5,635.61
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,009.31
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	178.34
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,152.26
			TOTAL:	2,339.91
WEBER PRINTING COMPANY, INC.		GENERAL FUND	RECREATION ADMINISTRAT	5,790.25

WARRANTS 05/18/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MICHELE M. WILKOSZ	ADVANCED GUITAR DROP IN 4/	GENERAL FUND	SPECIAL CLASSES	17.55
	ADVANCED GUITAR DROP IN 4/	GENERAL FUND	SPECIAL CLASSES	15.60
			TOTAL:	33.15
			TOTAL:	5,790.25

FUND TOTALS	
10 GENERAL FUND	51,215.98
50 GARAGE FUND	11,233.63
53 TECHNOLOGY REPLACEMENT	4,866.87
54 SELF INSURANCE TRUST	1,706.59
56 AMERICAN RESCUE PLAN ACT	9,324.21
GRAND TOTAL:	118,941.68

ADVANCED WARRANTS 05/19/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED HOME REMODELING INC.		GENERAL FUND	BUILDING MAINTENANCE	5,000.00
		GENERAL FUND	BUILDING MAINTENANCE	3,500.00
			TOTAL:	8,500.00

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===== FUND TOTALS =====
10 GENERAL FUND      8,500.00
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GRAND TOTAL:      8,500.00
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ADVANCED WARRANTS 05/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ELITE SPECIAL EVENT, INC.	AMERICAN RESCUE FL NON - DEPARTMENTAL			15,000.00
	TOTAL:			15,000.00
SIMPSON CHEVROLET OF GARDEN GROVE	GARAGE FUND	GARAGE		10,000.00
			TOTAL:	10,000.00

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===== FUND TOTALS =====
50 GARAGE FUND 10,000.00
56 AMERICAN RESCUE PLAN ACT 15,000.00
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GRAND TOTAL: 25,000.00
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Retirees Medical Reimbursement

Date: June 01, 2022 Number of Transactions: 17 Total Batch: \$9,904.30

Payroll 5/13/2022

-----DEPARTMENT RECAP-----									
DEPT NO#		GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510	City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$652.82
10-511	City Manager/ City Clerk	\$18,455.45	\$18,336.32	\$0.00	\$958.79	\$2,150.34	\$2,467.74	\$3,084.28	\$12,903.43
10-512	Finance	\$8,948.00	\$8,226.00	\$0.00	\$32.40	\$689.60	\$847.04	\$1,023.55	\$7,077.41
10-521	Police Administration	\$27,338.19	\$26,488.19	\$0.00	\$0.00	\$850.00	\$2,977.57	\$5,665.87	\$18,694.75
10-522	Police- Patrol	\$78,046.92	\$48,112.23	\$16,439.98	\$5,948.57	\$7,546.14	\$11,696.12	\$14,365.88	\$51,984.92
10-523	Police- Investigation	\$14,228.98	\$9,353.00	\$1,075.92	\$2,799.00	\$1,000.96	\$3,643.08	\$1,722.90	\$8,662.90
10-524	Police- Records	\$7,214.99	\$3,360.45	\$771.39	\$997.15	\$2,085.50	\$410.09	\$1,022.21	\$5,782.19
10-526	Police- Community Outreach	\$1,113.40	\$1,088.40	\$0.00	\$0.00	\$25.00	\$95.35	\$127.78	\$890.27
10-528	Police- Traffic	\$1,652.08	\$0.00	\$0.00	\$0.00	\$1,652.08	\$81.96	\$36.73	\$1,533.39
10-531	Development Services- Administration	\$16,445.98	\$14,103.08	\$88.38	\$1,049.72	\$1,204.80	\$1,820.32	\$3,491.44	\$11,134.22
10-532	Development Services- Planning	\$5,867.04	\$2,832.90	\$121.41	\$404.70	\$2,508.03	\$697.86	\$681.98	\$4,487.20
10-533	Development Services- Neighborhood Preservation	\$4,240.02	\$0.00	\$0.00	\$0.00	\$4,240.02	\$159.00	\$409.75	\$3,671.27
10-542	Development Services- Street Maintenance	\$10,444.76	\$8,284.10	\$318.24	\$849.50	\$992.92	\$1,794.74	\$712.71	\$7,937.31
10-543	Development Services- Park Maintenance	\$3,533.68	\$2,526.40	\$189.48	\$0.00	\$817.60	\$529.71	\$265.27	\$2,738.70
10-544	Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15
10-551	Recreation Administration	\$25,093.76	\$20,526.65	\$439.92	\$2,427.19	\$1,700.00	\$3,795.15	\$3,588.71	\$17,709.90
10-556	Recreation- Sports	\$19,678.73	\$0.00	\$0.00	\$673.61	\$19,005.12	\$737.97	\$1,226.39	\$17,714.37
TOTALS		\$245,220.78	\$163,132.12	\$19,444.72	\$16,140.63	\$46,503.31	\$31,944.67	\$37,470.91	\$175,805.20

REGULAR INPUT: 100 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 99

BENEFITS & WITHHOLDINGS

DESC	HRS	AMOUNT	CD	ABBY	DEDUCTIONS	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,786.77	\$163,132.12	125	I-125		\$664.22	FED W/H	\$215,592.92	\$24,895.30	
PTRG	1,746.75	\$33,248.89	129	I-129		\$201.51	ST WH CA	\$215,592.92	\$9,199.91	
PHEO	27.00	\$945.00	AFP	AFIAPT		\$45.91	MEDI	\$232,808.62	\$3,375.70	\$3,375.70
HOL			OMP	CLOAN		\$158.09				
OT	45.75	\$1,928.82	DCI	DCICM		\$3,541.60				
OTF	243.47	\$16,928.26	DCN	DCNHW		\$1,115.00				
CTOT			DCP	DCFRS		\$1,275.76				
STBY	8.00	\$587.64	DD1	DPRO1		\$234.45				
NOT	0.00		DD2	DPRO2		\$178.12				
CAR	0.00	\$1,100.00	DD3	DPRO3		\$601.11				
CELL	0.00	\$820.00	DD4	DDMO1		\$8.11				
CERT	0.00		DD5	DDMO2		\$29.24				
PHC	0.00	\$527.32	DD6	DDMO3		\$129.78				
MEDR	0.00	\$4,900.00	DD8	DC18		\$87.47				
SRAS	0.00	\$1,444.40	DD8	DISAF		\$15.74				
SFSK	0.00	\$121.66	DIF	DCLIC		\$146.45				
OCWD	0.00	\$250.00	DIF	DCIPE		\$80.22				
OWFE	0.00	\$160.00	LMR	LARAD		\$20.00				
UNIF	0.00	\$100.00	LEA	LAEAD		\$300.00				
UNIF	0.00	\$125.00	LIF	LIFE		\$179.24				
FTO	0.00		LTD	A LTD		\$102.37				
RTRD	0.00		MED	MDINS		\$4,926.34				
LMPO	0.00	\$337.40	PBB	PRSB8		\$481.97				
ADML	7.00		PC2	PRC2R		\$14.01				
COMP	15.33	\$747.81	PN1	PERME		\$2,793.05				
EAU	36.00	\$1,798.08	PN2	PERMR		\$4,853.56				
FAA	42.00		PN3	PERSE		\$1,312.70				
CONVA	45.01	\$750.15	PN4	PERSR		\$1,801.58				
ELUC	12.33		POS	PRKAS		\$6,911.11				
SICK	195.74	\$7,667.79	PRO	PRK8		\$11,094.58				
SICK	62.08	\$2,101.93	PR2	PRK8R		\$1,432.41				
VAC	0.00		PR4	PRSSR		\$2,106.60				
RFB5	0.00	\$110.00	PR5	PRSB4		\$1,084.97				
POST4	0.00		PR6	PRSAF		\$1,057.02				
POST5	0.00	\$150.00	PR7	PRMBA		\$672.34				
POST6	0.00	\$2,160.32	PR8	PRMAF		\$1,417.83				
POST7	0.00	\$340.70	RTP	RT-PT		\$43.71				
POST8	0.00		V51	VIS11		\$69.16				
POFL	0.00		V52	VIS12		\$45.78				
POCO	60.26	\$1,740.31	V53	VIS13		\$123.48				
BERV	0.00									
RPT	0.00									
ENSL	38.50	\$ 997.15								

DEDUCTION GRAND TOTALS

DESC	EMPLOYEE	EMPLOYER	TAXABLE	EMPLOYEE	EMPLOYER
TOTALS	\$94,073.37	\$46,016.04	\$30,841.92	\$49,171.11	\$3,375.70

TOTALS	EMPLOYEE	EMPLOYER	TOTALS	EMPLOYEE	EMPLOYER
TOTALS	\$31,944.67	\$49,171.11	\$37,470.91	\$3,375.70	\$3,375.70

Payroll 5/27/2022

-----DEPARTMENT RECAP-----

DEPT NO#	DESCRIPTION	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510	City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82
10-511	City Manager/ City Clerk	\$22,907.08	\$16,197.36	\$0.00	\$0.00	\$6,709.72	\$2,452.05	\$4,657.20	\$17,797.83
10-512	Finance	\$13,888.00	\$8,258.40	\$0.00	\$0.00	\$5,629.60	\$847.04	\$674.67	\$12,366.29
10-521	Police Administration	\$37,188.19	\$26,488.19	\$0.00	\$0.00	\$10,700.00	\$2,977.57	\$8,789.86	\$25,410.76
10-522	Police- Patrol	\$80,816.63	\$50,900.26	\$19,311.37	\$3,168.86	\$7,436.14	\$11,654.71	\$15,266.94	\$53,894.98
10-523	Police- Investigation	\$14,876.63	\$7,933.28	\$1,873.67	\$4,218.72	\$850.96	\$3,623.61	\$1,949.85	\$9,303.17
10-524	Police- Records	\$16,777.49	\$6,687.40	\$696.39	\$0.00	\$9,393.70	\$578.76	\$3,900.01	\$12,298.72
10-528	Police- Traffic	\$2,785.18	\$0.00	\$0.00	\$0.00	\$2,785.18	\$124.44	\$113.77	\$2,546.97
10-531	Development Services- Administration	\$26,450.50	\$14,780.87	\$22.10	\$532.73	\$11,114.80	\$1,833.19	\$7,038.90	\$17,558.41
10-532	Development Services- Planning	\$8,276.56	\$2,832.90	\$0.00	\$0.00	\$5,443.66	\$700.15	\$1,505.06	\$6,071.35
10-533	Development Services- Neighborhood Preservation	\$4,052.38	\$0.00	\$0.00	\$0.00	\$4,052.38	\$151.97	\$379.89	\$3,520.52
10-542	Development Services- Street Maintenance	\$20,624.40	\$8,032.00	\$497.88	\$1,101.60	\$10,992.92	\$1,794.74	\$2,674.79	\$16,154.87
10-543	Development Services- Park Maintenance	\$6,003.68	\$2,526.40	\$189.48	\$190.70	\$3,097.10	\$528.59	\$823.02	\$4,652.07
10-544	Development Services- Facility Maintenance	\$4,496.20	\$1,971.20	\$0.00	\$0.00	\$2,525.00	\$133.99	\$457.93	\$3,904.28
10-551	Recreation Administration	\$40,166.00	\$18,979.35	\$0.00	\$2,136.65	\$19,050.00	\$3,869.74	\$8,011.16	\$28,285.10
10-556	Recreation- Sports	\$19,178.33	\$0.00	\$0.00	\$250.17	\$18,928.16	\$719.21	\$1,101.66	\$17,357.46
TOTALS		\$319,410.45	\$166,510.81	\$22,590.89	\$11,599.43	\$118,709.32	\$32,046.74	\$57,388.11	\$229,975.60

REGULAR INFUT: 98 MANUAL INFUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 97

BENEFITS & WITHHOLDINGS

CD	AMOUNT	ASBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,840.92	I-125	Employee/ Employer (Medicare)	\$47,033.07	FED W/H	\$289,680.52	\$38,133.69	
PTRG	1,698.00	I-129	Employee	\$14,804.73	ST WH CA	\$289,680.52	\$14,804.73	
PHEO	61.67	AFLPT	Employee	\$3,870.92	MEDI	\$306,870.76	\$4,449.69	\$4,449.69
HOL	0.00	CHP	Employee#	\$20.00				
OT	32.75	DCI	Employee	\$1,312.70				
OTS	274.05	DCM	Employee	\$300.00				
CTOT	8.00	DCN	Employee	\$1,115.00				
STBY	0.00	DCR	Employee/ Employer	\$2,784.00				
MOT	0.00	DCS	Employee/ Employer	\$1,355.98				
CAR	0.00	DPRO1	Employee/ Employer	\$42,480.38				
CELL	0.00	DPRO2	Employee/ Employer	\$0.00				
CERT	0.00	DPRO3	Employee/ Employer	\$0.00				
PHIC	0.00	DMO1	Employee/ Employer	\$62,803.58				
MEDR	0.00	DMO2	Employer	\$3,974.07				
SERS	0.00	DMO3	Employer	\$392.70				
SFSK	0.00	DC1F	Employee	\$859.18				
OWWD	0.00	D1SNF	Employee/ Employer	\$1,789.09				
OWWE	0.00	DCLIC	Employee/ Employer	\$394.65				
UNIF	0.00	DCLPE	Employee/ Employer	\$185,260.05				
UNIF	0.00	LARAD	Employee/ Employer	\$60,348.06				
FTO	0.00	LAEAD	Employee/ Employer	\$31,949.39				
RTRO	0.00	LIFE	Employee/ Employer					
LXPO	0.00	A LTD	Employee/ Employer					
ADML	21.00	MDINS	Employee/ Employer	\$20,299.67				
COMP	51.17	PR5BB	Employee/ Employer	\$481.97				
EAU	48.00	PRC2R	Employee/ Employer	\$14.01				
ESA	30.00	PEPME	Employee/ Employer	\$2,866.51				
CONA	28.88	PEPME	Employee/ Employer	\$4,819.76				
FLHC	32.33	PEPME	Employee/ Employer	\$1,312.70				
SICK	82.75	PEPSE	Employee/ Employer	\$1,801.58				
VAC	55.75	PEPFR	Employee/ Employer	\$6,919.98				
RTBS	0.00	FOAS	Employee/ Employer	\$11,096.55				
POST4	0.00	PRM8	Employee/ Employer	\$1,432.41				
POST5	0.00	PRM8	Employee/ Employer	\$2,107.35				
POST6	0.00	PRM8	Employee/ Employer	\$1,077.16				
POST7	0.00	PRM8	Employee/ Employer	\$1,059.89				
POST8	0.00	PRM8	Employee/ Employer	\$672.34				
POPL	0.00	RT-PT	Employee/ Employer	\$1,392.00				
POVA	0.00	SURV1	Employee/ Employer	\$69.16				
BERV	10.00	VIS11	Employee/ Employer	\$45.78				
RTOT	0.00	VIS12	Employee/ Employer	\$123.48				
ENSL	50.00	VIS13	Employee/ Employer	\$43.71				

DEDUCTION GRAND TOTALS

DESC	ERS	AMOUNT	CD	ASBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,840.92	\$165,321.81	125	I-125	\$664.22	\$234.45	FED W/H	\$289,680.52	\$38,133.69	
PTRG	1,698.00	\$32,416.75	129	I-129	\$201.51	\$176.12	ST WH CA	\$289,680.52	\$14,804.73	
PHEO	61.67	\$2,158.45	APP	AFLPT	\$45.91	\$601.11	MEDI	\$306,870.76	\$4,449.69	\$4,449.69
HOL	0.00		CHP	CLOAN	\$158.09	\$8.11				
OT	32.75	\$1,405.85	DCI	DCICM	\$3,542.60	\$29.24				
OTS	274.05	\$20,638.79	DCN	DCNWR	\$1,115.00	\$129.78				
CTOT	8.00	\$346.25	DCP	DCRS	\$1,275.76					
STBY	0.00		DD1	DPRO1						
MOT	0.00		DD2	DPRO2						
CAR	0.00	\$1,100.00	DD3	DPRO3						
CELL	0.00		DD4	DMO1						
CERT	0.00	\$527.32	DD5	DMO2						
PHIC	0.00	\$4,900.00	DD6	DMO3						
MEDR	0.00	\$1,444.40	DD8	DCTF						
SERS	0.00	\$121.68	D1S	D1SNF	\$179.87					
SFSK	0.00	\$250.00	D1I	DCLIC	\$15.74					
OWWD	0.00	\$160.00	D1F	DCLPE	\$146.45					
OWWE	0.00	\$100.00	LAR	LARAD	\$80.22					
UNIF	0.00	\$125.00	LBA	LAEAD	\$20.00					
FTO	0.00		LIF	LIFE	\$300.00					
RTRO	0.00		LTD	A LTD	\$179.24					
LXPO	0.00	\$72,500.00	MED	MDINS	\$102.37					
ADML	21.00	\$1,020.27	PB3	PR5BB	\$4,926.37	\$20,299.67				
COMP	51.17	\$1,739.09	PB5	PRC2R	\$481.97					
EAU	48.00	\$2,536.38	PN1	PEPME	\$14.01					
ESA	30.00		PN2	PEPME	\$2,866.51					
CONA	28.88	\$1,306.89	PN3	PEPSE	\$4,819.76					
FLHC	32.33	\$2,593.43	PN4	PEPFR	\$1,312.70					
SICK	82.75	\$2,403.37	POS	FOAS						
VAC	55.75		PRO	PRM8	\$1,801.58					
RTBS	0.00		PR2	PRM8						
POST4	0.00		PR4	PRSSR						
POST5	0.00	\$2,160.32	PR5	PRSB4						
POST6	0.00	\$340.70	PR6	PRSNF						
POST7	0.00		PR7	PRMBA						
POST8	0.00		PR8	PRMNF						
POPL	0.00		PR9	PRSCC						
POVA	0.00		RT-PT	RT-PT						
BERV	10.00	\$404.70	SUR	SURV1						
RTOT	0.00		V51	VIS11						
ENSL	50.00	\$ 1,189.00	V52	VIS12						
			V53	VIS13						

Totals 6,325.27 \$ 319,410.45

\$ 57,388.11 \$ 4,449.69

\$32,046.74 \$49,204.59

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER:

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By:

Subject: Roll Call

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

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

SPECIAL MEETING – May 16, 2022

1. CALL TO ORDER

The City Council met in Special Session at 6:03 p.m., Monday, May 16, 2022, via videoconference, Mayor Hasselbrink presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20, Council Member Bates participated via teleconference.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Police Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Ron Noda, Development Services Director
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Service Manager

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Doby led the Pledge of Allegiance.

4. INVOCATION

Council Member Bates gave the invocation.

5. PRESENTATIONS

Mayor Hasselbrink and the City Council made the listed presentations.

- A. Presentation of a Commendation to Nancy Fagen in Recognition of her 101st Birthday**
- B. Presentation to Lee's 5th Grade Elementary Team in Recognition of Being Receiving the California Parks and Recreation Society (CPRS) Volunteer Merit Award**
- C. Presentation of Certificates of Recognition to City of Los Alamitos' Staff Members who will be Graduating from High School and College**

D. Presentation of a Proclamation to the Public Works Staff in Recognition of Public Works Week

E. Presentation of a Proclamation to Sergeant Shaun Krogman, Police Officer Association President, in Recognition of Peace Officer Memorial Week

6. ORAL COMMUNICATIONS

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

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

7. COUNCIL ANNOUNCEMENTS

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

Council Member Bates advised there was an issue with the online live streaming of the meeting and spoke regarding attendance at the Orange County Library Board, Orange County Sanitation District, and Revenue and Taxation Policy Committee.

Council Member Chirco spoke regarding attendance at the Parklet Series on Pine, Budget Standing Committee Meeting, participating in the Biggest Loser Challenge, and advised he had been traveling for work.

Council Member Nefulda spoke regarding attendance at the Parklet Series on Pine and stated support for the event.

Mayor Pro Tom Doby spoke regarding attendance at the Human Resource Committee meeting, Orange County Mosquito and Vector Control District Board meeting, Spring Carnival, participation in the Biggest Loser Challenge, Arbor Day Celebration, commended the Public Works Department, Casa Youth Shelter's Tropical Night's Fundraiser, and the Parklet Series on Pine.

Mayor Hasselbrink spoke regarding attendance at the Parklet Series on Pine, participation in the Biggest Loser Challenge, Mayor's Prayer Breakfast in La Habra, Los Alamitos Community Foundation Committee, Casa Youth Shelter's Tropical Night's Fundraiser, and the Orange County Fire Authority's Budget and Finance Standing Committee.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received an update on summer events from Recreation and Community Services Director Noda.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from April 5, 2022 to May 2, 2022.

Council Member Bates asked for and received clarification for various items on the Warrant Register.

Motion/Second: Chirco/Nefulda

Unanimously Carried: The City Council ratified the Warrants for the period from April 5, 2022 to May 2, 2022 in the amount of \$1,357,910.93.

Roll Call

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

10. CONSENT CALENDAR

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

Council Member Chirco asked questions regarding Item 10H.
Council Member Bates asked questions regarding Item 10G.

Motion/Second: Chirco/Nefulda

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

Roll Call

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

A. Approval of Minutes (City Clerk)

The City Council approved the City Council Regular minutes of April 18, 2022.

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

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

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

1. A state of emergency has been proclaimed by California’s Governor due to the

COVID-19 pandemic, and continues to be in effect; and,

2. The City Council has reconsidered the circumstances of the state of emergency; and,

3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Resolutions Pertaining to the November 8, 2022 General Municipal Election (Administration)

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with the County of Orange. In order to enable such consolidation, it is necessary to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, and adopting regulations pertaining to materials prepared by any candidate for a municipal election, including costs of candidates' statements.

The City Council:

1. Adopted Resolution No. 2022-16 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY'S CHARTER"; and,

2. Adopted Resolution No. 2022-17 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE"; and,

3. Adopted Resolution No. 2022-18, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022."

D. Treasurer's Quarterly Investment Report - March 2022 (Finance)

The item for City Council consideration was receipt of the Treasurer's Quarterly Investment Report.

The City Council:

Received and filed the Treasurer's Quarterly Investment Report – March 2022.

E. This item intentionally left blank

F. Award of Bid for the Citywide Striping and Pavement Markings Project (CIP No. 21/22-02) (Development Services)

This item recommended awarding a bid to Superior Pavement Markings to begin the striping and pavement markings project on various streets in Los Alamitos.

The City Council:

1. Awarded of contract for the Citywide Striping and Pavement Markings Project (21/22-02) in the amount of \$71,639.70 to Superior Pavement Markings; and,
2. Authorized the Mayor to execute the contract with Superior Pavement Markings for the project; and,
3. Authorized the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$7,163.97

G. Resolution 2022-19 - Approving Project List for SB1 Funds Fiscal Year 2022-2023 (Development Services)

This item recommended use of available State funding for road improvements for the New Dutch Haven neighborhood in the estimated amount of \$263,005.

Staff confirmed this project would go through the required Public Works bidding process.

The City Council:

1. Determined that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopted Resolution No. 2022-19, entitled, "A RESOLLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, ADDING THE NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT TO THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

H. Seal Beach Traffic Light Synchronization Project (Project P) Cooperative Agreement (Development Services)

The City of Seal Beach requested to install traffic signal synchronization hardware at the intersection of Los Alamitos Boulevard/Seal Beach Boulevard and Bradbury Road. The traffic signal light at the north part of the intersection is under the jurisdiction of the City. A cooperative agreement will need to be agreed upon that would allow the City of Seal Beach to install the traffic signal synchronization hardware at this location.

City Council and Staff discussed concerns for signal synchronization in the Highlands area and directed Staff to ensure the Traffic Engineers reviews and monitors the signals in Los Alamitos and works with Seal Beach to ensure traffic does not backup.

The City Council:

Authorized the City Manager to execute Cooperative Agreement No. C-XXX for Seal Beach Regional Traffic Signal Synchronization Project between the City of Los Alamitos and the City of Seal Beach.

I. Amendment No. 2 with West Coast Arborist, Inc. (WCA) for Tree Maintenance Services (Development Services)

This item sought approval of Amendment No. 2 to the Professional Services Agreement with West Coast Arborist, Inc. (WCA) to continue to provide tree maintenance services, a licensed arborist, and extraordinary work for one year ending on June 15, 2023. The amount paid to WCA is not to exceed \$67,000 annually. The current Professional Services Agreement (PSA) expires on June 15, 2022.

The City Council:

Authorized the Mayor to execute Amendment No. 2 to the Professional Services Agreement with West Coast Arborists, Inc. (WCA) extending the term of agreement for one additional year, ending on June 15, 2023 is an amount not to exceed \$67,000 annually.

J. Orange County Countywide Notification System (Alert OC) (Police)

In an effort to continue to enhance public safety and improve communication with the community during emergencies, Staff sought City Council authorization to renew the Memorandum of Understanding for participation in a countywide mass notification system.

The City Council:

Authorized the City Manager to execute the Memorandum of Understanding between the City of Los Alamitos and the County of Orange for use of the countywide mass notification system (Alert OC).

11. This item left blank intentionally

12. DISCUSSION ITEM

A. Preliminary Budget for Fiscal Year 2022-23 and Fiscal Year 2023-24 (Finance)

This report provided a review of the preliminary budget for the Fiscal Year 2022-23 and Fiscal Year 2023-24.

City Manager Simmons introduced the item and Finance Director Koehler gave a PowerPoint presentation.

City Council and Staff discussed the following topics:

- Funding for Sterns Park Capital Improvement Project (CIP)
- Staff's efforts to find grant funding sources for as many projects as possible
- Concern for the significant increase in CIPs compared to previous years and Staff's ability to properly oversee the projects
- Increase in Interfund Transfer Revenue due to American Rescue Plan (ARPA) funds
- Increase of Staff and related expenditures
- Non-departmental budget fluctuation due to CIP only being identified in the current Fiscal Year (FY)
- Longer term goals to save for projects and expenses in advance by having a five year plan
- Ensure projects funded by Measure Y have proper signage to notify the public
- Long term goals for building improvements and facilities to host events
- Future plans for cost recovery study
- Clarification FY 2023/24 is provided as a planning tool and the actual budget will be adopted by Council
- Current CIP list is based off what is achievable for the current staffing levels to achieve
- Pension funding and unaccrued liabilities would come before the Budget Standing Committee and then to the City Council at a later date.

The City Council:

1. Reviewed and discussed the preliminary budget for Fiscal Year 2022-23 and Fiscal Year 2023-24; and,
2. Provided direction to staff.

RECESS

The City Council took a brief recess at 7:26 p.m.

RECONVENE

The City Council reconvened in Special session at 7:30 p.m.

13. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Shelley Hasselbrink, Mayor
Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Authority: Government Code Section 54957

City Attorney Dadut read the items aloud.

RECESS

The City Council recessed into Closed Session at 7:30 p.m.

RECONVENE

The City Council reconvened in Special session at 8:04 p.m.

City Attorney Daudt stated there was no reportable action.

14. ADJOURNMENT

The City Council adjourned at 8:04 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

REGULAR MEETING – May 16, 2022

1. CALL TO ORDER

The City Council met in Regular Session at 7:26 p.m., Monday, May 16, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

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

Absent: Council Members: Bates

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

All agenzized items were heard at the May 16, 2022, Special Agenda except for Items 10E, 11A, and 11B.

6. ORAL COMMUNICATIONS

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

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

10. CONSENT CALENDAR

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

E. Adopt Ordinance No. 2022-02 – Permitting the Keeping of Female Chickens (Hens) in Residential Zones (Development Services)

At its regular meeting of April 18, 2022, the City Council introduced for first reading Ordinance Number 2022-02. This document would adopt a Zoning Ordinance

Amendment (ZOA 22-01) amending Sections 17.08.020, 6.20.010, and 8.32.020.24 of the Los Alamitos Municipal Code (LAMC), and adding new section 6.20.180 to the LAMC. The proposed Ordinance would permit the keeping of female chickens, or hens, in residential zones.

Motion/Second: Chirco/Hasselbrink

Unanimously Carried: The City Council adopted Ordinance No. 2022-02 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE KEEPING OF FEMALE CHICKENS (HENS) IN RESIDENTIAL ZONES (ZOA 22-01) (CITY INITIATED)."

11. PUBLIC HEARING

A. Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (Development Services)

Council will consider adoption of a Negative Declaration pursuant to the California Environmental Quality Act (CEQA) and approval of a draft comprehensive update of the City's Housing Element for the reporting period of 2021-2029.

Staff requested this item be continued to June 13, 2022.

Mayor Hasselbrink opened the Public Hearing for comments. There being no one present wishing to speak, Mayor Hasselbrink closed the Public Hearing for comments.

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council continued the item to June 13, 2022.

B. Fiscal Year 2022-23 Master Fee Schedule (Finance)

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update. The Council opened the Public Hearing at its April 18, 2022 Regular meeting. Staff initially proposed a 7.4% increase in applicable fees commensurate with the annual increase in the Consumer Price Index (CPI). Upon its consideration of the recommendation, the Council directed staff to reduce the proposed fee increase to 5.0% and continued the Public Hearing to this evening. The Master Fee Schedule update includes a 5.0% increase in applicable fees as recommended by the Council.

Mayor Hasselbrink opened the Public Hearing for comments. There being no one present wishing to speak, Mayor Hasselbrink closed the Public Hearing for comments.

Motion/Second: Hasselbrink/Chirco

Unanimously Carried: The City Council

1. Reviewed the Fiscal Year 2022-23 Master Fee Schedule Update, and;

2. Adopted Resolution No. 2022-11, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

14. ADJOURNMENT

The City Council adjourned the meeting at 7:30 p.m. to June 13, 2022 at 6:00 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

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

SUMMARY

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

RECOMMENDATION

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

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

BACKGROUND

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. Those amendments authorize local agencies, like the City, to continue to conduct meetings by teleconference during a Governor-proclaimed state of emergency provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings. A "teleconference" occurs for purposes of AB 361 whenever one or more members of the City Council connect to a City Council meeting via electronic means. Thus, even if four members of the City Council meet in person, if the fifth joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361. For purposes of AB 361 "...state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code Sec. 54953(e)(4). Section 8265 of CESA in turn refers to a state of emergency proclaimed by the Governor.

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

DISCUSSION

The Required Findings

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

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

(B) Either of the following circumstances exist:

- i. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- ii. State or local officials continue to impose or recommend measures to promote social distancing (Cal Gov't Code Sec. 54953(e)(3))

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

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

The "Every 30 Days Thereafter" Requirement

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

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

Potential Consequence of Not Making the Findings Every 30 Days

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

As a result, if the City Council does not adopt the required findings every 30 days, then the City Council could be precluded from continuing to teleconference thereafter, perhaps even if the City Council was willing to adopt the findings at a later date. For this reason, the City Attorney

recommends that the City Council adopt the required findings at this time and at least every 30 days thereafter, unless the City Council decides as a permanent matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

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

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

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Los Alamitos Museum Association: Proposed Schedule, Activity Plan, and Budget

SUMMARY

The Los Alamitos Museum Association's proposed schedule, activity plan, balance sheet, and budget for the 2022-2023 fiscal year are being provided to the City Council for approval.

RECOMMENDATION

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2022-2023; and,
2. Authorize the City Manager and/or his designee to approve necessary changes to the schedule and/or activity plan.

BACKGROUND

The City of Los Alamitos took over ownership of the Los Alamitos Museum (formerly the Los Alamitos Fire Station) from the County of Orange by resolution on July 3, 1974 and by Grant Deed on July 8, 1976. The Los Alamitos Museum property is owned by the City of Los Alamitos, granted to the City by the County of Orange as long as the property is used for "public museum or recreational purposes for the free and beneficial use of all County residents."

The City entered into an agreement with the Los Alamitos Museum Association on July 28, 1975 with the purpose of collecting, preserving and exhibiting historical, cultural and other related materials in the community and to provide recreational programs in the fields of historical and cultural development for residents of the City and the County of Orange.

DISCUSSION

Schedule, Activities, & Budget

As a part of the agreement with the Los Alamitos Museum Association, the Museum is required to provide the City with a proposed schedule, activity plan and budget for the upcoming fiscal year, which will be approved by the City Council prior to the plans going into effect. (Attachment 1) is a recap of fiscal year 2021-2022 as well as information about the Los Alamitos Museum Association. Fiscal Year 2021-2022 the Museum accomplished increasing the Museum membership, reopened the Museum to tours starting January 2022, and the

“Museum Water Tower” was repaired and painted. All additional events that were previously planned were cancelled due to the Covid-19 closures for 2021-2022.

The Museum Association’s proposed calendar of events for 2022-2023 (Attachment 2) includes tours of the Museum on Tuesdays, Thursdays and Sundays from 2:00pm – 4:00pm, craft fair, book signing event, and a Spring Team for 2023 to highlight the 1900 period clothing display. The proposed 2022-2023 Museum budget is \$7,943 (Attachment 3). The Museum’s income is from fundraisers, donations, membership program, and grants.

FISCAL IMPACT

According to the agreement between the City of Los Alamitos and the Los Alamitos Museum Association, the City owns the building that houses the Los Alamitos Museum and provides repairs and janitorial maintenance once every two weeks. All repairs and maintenance are funded out of the Development Services budget. Sufficient funding exists in the Fiscal Year 2022-23 budget.

- Attachment:
1. 2021-2022 Museum Yearly Report
 2. 2022-2023 Museum Event Calendar
 3. 2022-2023 Museum Proposed Budget

LOS ALAMITOS MUSEUM
YEARLY REPORT/ RECAP OF 2021/2022
May 3, 2022

HISTORY:

July 28, 1975, the City of Los Alamitos an agreement with the Los Alamitos Museum, a 501 3 (c) non-profit corporation ID # 95-3025418, for the purpose of collecting, preserving and exhibiting historical, cultural and other related materials for the community.

GOVERNANCE: Governing board consists of the,

- Executive Board—President, Vice President, Treasurer, Recording Secretary and Corresponding Secretary.
- Trustees— Program, Docent, Publicity, History Book/Scrapbook, Hall of Fame/Media Room, and Display Chairpersons.

BUDGET: Budget for 2022/2023 is \$7,943.00

INCOME:

The Museum's income is from fundraisers, donations, Membership Program, and grants. The Los Alamitos Museum has been the recipient of a yearly Grant from the Rossmoor Women's Club. For the past four years, The Finest Annual Trout Tournament Non-profit Organization has granted \$1,500. Both have indicated these grants will continue although the Rossmoor Women's Club could not have their Spring Garden Tour due to the Covid-19 virus so that grant may not be available this year. These grants help continue the Museum's service to the community.

OPERATIONS: The Museum is an all-volunteer organization with no paid staff.

CAPITAL IMPROVEMNTS:

In 2003 the Museum upgraded the electrical system in the building to bring it into code and provide safety for the building with a cost to the Museum of \$4,325. The Museum has over the years paid for these types of Capital Improvements.

In 2006 the Museum and the City of Los Alamitos jointly installed Central Heat and Air Conditioning in the Museum building at a cost of \$5,900 each.

Attached is a list of items that the Museum Trustees have purchased over the years to enhance the Museum.

ATTENDANCE:

- The Museum is open to the public, free of charge, from 2:00 pm to 4:00 pm every Tuesday, Thursday and Sunday. Approximately 2,000 guest visit per year during the regular hours. Due to Covid-19, the Museum had been closed. After a year and a half of being closed Due to Covid-19, we are now open on the regular days: Sunday, Tuesday & Thursday from 2:00pm to 4:00pm.
- The number of programs each year vary, consequently attendance varies each year.

- Over 200 children visit on appointment tours from the Boy Scouts, Girl Scouts and the local schools. Many 4th grade classes usually attend as part of their California Studies History Class.
- Additional appointed tours are available for individuals, clubs and organizations.
- The Museum is open for any City meeting that scheduling will allow.
- The Museum hosts approximately 2,000 visitors per year including the visitors on our regular open schedule, our scheduled events and visits from school students and service club members.

STRATEGIC PLAN: UPDATE

A facilitated Strategic Planning meeting was held on Monday, February 9, 2015. Mission and Vision statements were updated as follows:

Mission Statement

“Increase the knowledge of the Los Alamitos Museum’s presence in this and surrounding communities by promoting our facility, programs and educational opportunities”

Vision Statement

“To preserve and perpetuate the cultural and historical heritage of our community”

Specific goals were identified to address the identified strengths and weaknesses. Areas of concern were:

- Increase Membership-**Accomplished with 2021/2022 Membership program**
- Volunteer opportunities for public including Students-**Accomplished with the involvement with Serve Los Al Non-Profit organization**
- Expanding educational programs –**In progress**
- Increased Publicity-**Accomplished with the addition of e-mail list to send event announcements and Constant Contacts.**
- Exhibit update- **In progress**

DISPLAYS & OUTREACH:

The Museum Board of Trustees have put together a mobile display of our Community History and have taken this display along with our promotional information to past Sugar Beet Festivals and Bixby Ranch Festivals. It is our goal to bring the Museum to as many people and venues as possible.

FUTURE OF THE MUSEUM:

The Museum Board of Trustees and Docents are volunteers dedicated to continuing to provide this community with the values in our Mission and Vision Statements. We will continue to update our displays and provide interesting programs in the future. We will continue to be collecting oral interviews to collect memories from long- time residents of Los Alamitos. We

feel this will add another dimension to the Los Alamitos Museum. This project was postponed from last year because of Covid-19.

2021/2022 HIGHLIGHTS:

The gift of period 1900 clothing, spinning wheel and assorted household items from a community member has enabled the Museum Board of Trustees and Docent the opportunity to create a corner dedicated to the 1900 period in our history. Open house to promote this display was postponed due to Covid-19 but this will now be incorporated into our 2023 Tea.

Summer of 2021 the iconic Water Tower was repaired and painted by the City of Los Alamitos Public Works Department. The Museum furnished the paint and materials.

Our goal is to purchase an enclosed clock (not accessible to the birds and weather) on the Los Alamitos Boulevard face of the Tower. The estimated cost for this clock is \$4,000. Our upcoming fundraising efforts will be dedicated to this purchase.

Respectfully submitted,

Marilynn Poe
President
Los Alamitos Museum Association, Inc.

**Los Alamitos Museum Association
Fiscal Year 2022/2023
Proposed Event Activity Schedule**

Date & Time	Event/Activity	Description	Type of Event	Cost to Produce
Tuesday, Thursday and Sunday (except holidays) 2-4pm	Museum open to public	Docent-guided tours, special interest and research	Cultural and Historic Activity	\$0
By Appointment	Museum Scheduled Tours	Museum available by appointment for group tours	Education Activity	\$0
3rd Sunday of February, April, July, October 2-4pm	Open House or additional program if needed	Highlight new exhibits with owner or organizer present for Q&A	Cultural & Historic Activity	\$0
Fourth Tuesday of each month 6-pm	Board of Trustees Monthly Meeting	Meeting to conduct business of Los Alamitos Museum, Inc.	Museum Business Activity	\$0
Saturday, February 19, 2022 10am-noon	Budget & Program Workshop	Board of Trustees develop FY2022/2023 Plan	Strategic Planning Activity	\$0
Saturday, February 19, 2022 2-4pm Canceled Due to Covid	Academy Awards Movie Day Los Alamitos Museum	Movie Classics shown popcorn & sodas	Cultural Event	\$50 (Fundraising)
Sunday, March 13, 2022 2pm Canceled Due to Covid	Honored Citizen Award Ceremony	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	\$385 (Program)
Wednesday, July 13, 2022 2pm	Historical Video Memories	Collecting Visual memories of growing up in Los Alamitos	Cultural & Historical	\$0
Friday, July 8, 2022 5:30pm	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$300 (Program)
Thursday, July 21, 2022	Public Works	Lunch recognizing Los	Community Recognition	\$250

**Los Alamitos Museum Association
Fiscal Year 2022/2023
Proposed Event Activity Schedule**

	Appreciation Lunch	Alamitos Public Works Staff		(Program)
TBD August 2022	Christine Braun Book Signing	Local Author presenting book and signing copies for attendees	Community Recognition	\$0
TBD October 1, 2022	Craft Fair	Local Artists display and sell crafts	Fund Raising	TBD
Saturday, December 10, 2022 11:00am	Board of Trustees Holiday Brunch	Gourmet Pie Restaurant	Volunteer Recognition	\$0
Friday, January 20, 2023 2pm Location: Los Alamitos Museum	Honored Citizen Award Ceremony	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	\$385 (Program)
Saturday, February 11, 2023 10am	Budget & Program Workshop	Board of Trustees develop FY2019/2020 Plan	Strategic Planning Activity	\$0
Sunday, February 26, 2023 2-4pm	Academy Awards Movie Day Los Alamitos Museum	Movie Classics shown popcorn & sodas	Cultural Event	\$50 (Fundraising)
Thursday, March 23, 2023 Noon	Public Works Appreciation Lunch	Lunch recognizing Los Alamitos Public Works Staff	Community Recognition	\$250 (Program)
Sunday, April 23, 2023 2pm	Museum Tea	Tea Party Advertising our new display	Cultural & Fundraising	\$150 (Fundraising)
Friday, June 2, 2023 5:30pm	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$300 (Program)

**Los Alamitos Museum Association
Fiscal Year 2022/2023
Proposed Event Activity Schedule**

PROPOSED BUDGET
LOS ALAMITOS MUSEUM ASSOCIATION, INC.
JULY 1, 2022 TO JUNE 30, 2023

INCOME

SOURCE	PROJECTED AMOUNT
Fundraisers	2,606.00
Grants	3,562.00
Donation Box	75.00
Membership	1,700.00
Total Projected Income	\$7,943.00

DISBURSMENTS

CATEGORY	PROJECTED AMOUNT
Business Expense	782.00
Facility & Equipment	4,066.00
Operations/Insurance	2,029.00
Fundraising/Program Expenses	885.00
Total Projected Disbursements	\$7,943.00

APPROVED BY:

Maichem Poe
(President)

DATE: 3-30-22

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Plans and Specifications for SB1 - New Dutch Haven Street Project (CIP 22/23-02)

SUMMARY

This report seeks approval of plans and specifications, and authorization to facilitate the solicitation of bids to begin the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02).

RECOMMENDATION

1. Approve the plans and specification for the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos proposes to grind and overlay various residential streets throughout the City as part of the City's ongoing pavement management program. The project will also replace damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps will be modified to current codes as necessary for accessibility. The project includes the following streets: New Dutch Haven:

- Bennington Street
- Tripoli Avenue
- Howard Avenue and
- Mindora Street

DISCUSSION

The following is an approximate timeline for the completion of the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02)

06/13/2022	Approval of plans & specifications by the City Council
06/20/2021	Advertise project
07/6/2021	Bid opening
08/15/2022	Award of Contract (City Council Meeting)
09/26/2022	Start of construction

11/14/2022 End of construction

FISCAL IMPACT

Funding for this project is included in the 2022-2023 adopted budget and includes \$263,005 from the SB-1 Gas Tax Fund.

- Attachment:
1. New Dutch Haven (CIP 22/23-02) Bids and Specs
 2. New Dutch Haven (CIP 22/23-02) Plans

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JUNE 2022

NOTICE TO THE BIDDERS:

- 1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).**
- 2. Bid bond required – 10% of bid amount to be submitted with bid.**
- 3. Bids must be received by 11:00 a.m. on the 6th day of July 2022**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

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

Fredrick E. Wickman, P. E.
P.E. 47979

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

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**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., on the **6th day of July, 2022**. The bids will be publicly opened and read at 11:00 a.m. on the **6th day of July, 2022**, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, reconstruct damaged sidewalk, and reconstruct damaged curb and gutter on Howard Avenue from Bennington Street to east end. Tripoli Avenue from Bennington Street to Mindora Street, Bennington Street from Howard Avenue to Antietam Avenue, and Midora Street from Howard Avenue to Antietam Avenue. In addition, the project will also include adjustment of existing utility surface facilities to grade and signing and striping. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

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

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

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

**“SEALED BID FOR STREET IMPROVEMENTS ON NEW DUTCH HAVEN
NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

DO NOT OPEN WITH REGULAR MAIL”

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

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

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

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

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

If you have any questions, please contact *Chris Kelley*, at (562) 357-5411, or Maria Enciso by email, MEnciso@cityoflosalamitos.org.

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

SECTION B

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **30 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved

by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
PROPOSAL INFORMATION AND DOCUMENTS**

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

BID SCHEDULE (Continued)

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Remove and Construct Curb and Gutter per SPPWC Std Plan 120-3. Match Existing	130	LF	\$	\$
4	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	110	SF	\$	\$
5	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	127,100	SF	\$	\$
6	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	45	TN	\$	\$
7	Construct 1.5-Inch Thick ARHM Overlay	1,200	TN	\$	\$
8	Adjust Manhole to Grade	12	EA	\$	\$
9	Signing and Striping	1	LS	\$	\$
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words): _____

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

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total shall be considered.

(Company Name of Bidder)

(Date)

BID BOND

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

PRINCIPAL* _____

SURETY* _____

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

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

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ .FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2021, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

NON-COLLUSION AFFIDAVIT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of **Month**, 20**XX** (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are

assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR’S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired,

but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

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

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

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

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

CONTRACTOR: Contractor's Business Name

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

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor Date
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk Date
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney Date
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

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

Surety* _____

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

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

NOTARY PUBLIC.....
..... (SEAL)
(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

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

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

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

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of

....., 20__.

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

SURETY* _____

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

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

NOTARY PUBLIC.....
..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: _____ Contractor's Business Name .

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as **Additional Insureds** under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
- (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement

Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, and full depth asphalt concrete pavement. Additional items of work include signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents”. Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/> . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Add the following:

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5.4 INSURANCE

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no

obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such

certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer’s data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT

PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall be paid per a separate lump sum bid item.

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility

companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

SECTION F

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SPECIAL PROVISIONS

SPECIAL PROVISIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

SPECIAL PROVISIONS
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

- a. Decrease drying shrinkage;
- b. Increase compressive strength for all concrete strength for all concrete ages from 3 days to 1 year;
- c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
- d. Increase the slump and placement workability;
- e. Retard the initial set and increase the density; and
- f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposed to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C 157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Replace the first paragraph with the following:

Type A Sealant shall be two component silicone sealant and shall be furnished and placed in accordance with Specifications for "Two Component, Machine Mixed, Type A Sealant" (State Specification 8030-61J-01). Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade B-PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

Delete the sixth (last) paragraph of Subsection 203-11.2.3.1.

203-11.2.4 Aggregate.

Replace this section with the following:

The aggregate for ARHM shall conform to the “quality requirements” for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Add the following:

Asphalt-rubber hot-mix shall be type and class ARHM-GG-C.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Add the following:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

- Temperature of stored asphalt cement material at time of loading
- Time at which the reaction tank is fully loaded
- Tons of asphalt rubber added to the tank for the batch
- Total asphalt rubber in the tank after loading
- The beginning time of reaction (Fully loaded and above 375° F)
- Binder temperature at time of sampling
- Temperature of tested material
- Viscosity reading
- Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the

Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-1.2 Field Density.

Add the following:

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included in other bid items and no additional payment will be made therefore.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
- (2) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (3) Clearing and removal of debris from site of work.
- (4) Removal of structures, as directed by Engineer to be removed or abandoned.
- (5) Delay in work necessary to accommodate utility relocations by others.
- (6) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
- (7) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

Add the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent

facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

Add the following Subsection 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

Unclassified excavation shall consist of all excavation, including roadways, all types of bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps. Removals shall be in accordance with Section 401 Removals.

300-2.9 Payment.

Replace the first sentence with the following:

Payment for unclassified excavation performed as part of the work for “remove and construct” bid items, shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot (30mm), plus or minus, at drainage swales, building pads, and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼ inch (6mm), plus or minus.

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 12 inches of fill.

300-4.10 Payment.

Replace this subsection with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for “construct” bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled SS1-h or equal. Crack and joint filling shall **utilize a banding type applicator** (Crack banding machine or equivalent) **or a "shoe" attachment on a wand**, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replaned to the specified thickness by a method approved by the Engineer.

All crack preparation shall be performed after cold milling, and cracks in cold milled areas.

Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

302-5.4 Tack Coat.

Add the following:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for ARHM and AC overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the AC where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joints;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of Asphalt Concrete Paving and no separate payment will be made therefor.

302-5.5 Distribution and Spreading.

Add the following:

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints.

Replace the first sentence of the first paragraph with the following:

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.9 Measurement and Payment.

Add the following:

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC material.

Payment **Remove and Construct 6-Inch Full Depth AC** shall be paid at the contract price per **ton (TON)** and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include furnishing the material, placement, compaction, prime coat, tack coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Add the following:

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit

(143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.4 Rolling.

Add the following:

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.4 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

Add the following Subsections:

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.4.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.
 - c) Perform California DOT Test 308 Method A step a.
 - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

$G =$ Mass in grams of level sealed paraffin-treated specimen in air.

- e) Perform 308A b., 308A c., and 308A d on the sample from D) above.
- f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following:

Bulk Specific Gravity =

$$\frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.4.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor’s gauge, if Contractor disagrees with City’s test results.

TABLE 302-9.4.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225

93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.4.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.4.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Add the following:

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.9 Payment.

Replace the first sentence of the first paragraph with the following:

Payment for **Construct 1.5-Inch ARHM Overlay Uniform Depth** shall be paid at the

contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, crack sealing, tack coat, rock dust blotter, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City). Concrete sidewalk shall be a minimum 4" thick over native soil compacted to a minimum of 95 % relative compaction.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 30" limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. The exact location of sidewalk removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per Section 400. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the City Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Unless otherwise specified, soil in subgrade for curb and gutter shall be compacted to a relative compaction of ninety-five (95) percent in the top six (6) inches of subgrade.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be yellow.

Payment of detectable warning surface for new ramps shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Std Plan 111-5.

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

Prior to removal of concrete curb and gutter, Contractor shall identify all curb drains that will be disturbed by the removal and construction of curb and gutter and shall provide locations and quantity of curb drains to the City inspector. Approximate locations of impacted curb drains are shown on the plans but do not represent locations of all impacted curb drains. Contractor is responsible to replace all impacted curb drains, whether shown or not shown on plans. Any curb and gutter that is poured without prior approval from the City inspector may be subject to removal and replacement at the Contractor's expense and no additional compensation will be allowed.

303-5.9 Measurement and Payment.

Add the following:

Payment for **Remove and Construct Curb and Gutter per SPPWC Std Plan 120-3, Match Existing** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct 4-inch Thick PCC Sidewalk per SPPWC Std Plan 113-2** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

400-3 PAYMENT

Replace the last sentence of the first paragraph with the following:

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

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 3 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Replace this subsection with the following:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 – CONTROL OF THE WORK** of the SSPWC Standard Specification.

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:
“if located in accordance with 402-1”.

402-4 RELOCATION

Replace the second sentence of the fourth paragraph with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole

Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.2 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade with a concrete collar by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete pavement, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Add the following:

Payment for protection of existing surface utilities shall be included in other items of work and no additional payment will be made therefore, unless separate bid item is provided

Payment for **Adjust Manhole Cover to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting Utility Cover to grade and no additional compensation will be made therefor.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than 1/4-inch below nor 1/8-inch above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Add the following:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

404-11 PAYMENT

Add the following:

Payment for **Cold Mill Existing AC Pavement 1.5-Inch Uniform Depth** shall be paid at the contract price per **square foot (SF)** and include full compensation for all labor, materials, tools, equipment, and incidentals required to Cold Mill Existing Asphalt Concrete Pavement. This bid item will shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, hauling, disposal, and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

SECTION G

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT CIP NO. 22/23-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits.

84-2.02C Paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping, crosswalks and pavement markings.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

Wheel Stops

Section includes specifications for precast concrete wheel stops for vehicular parking stalls in parking lots as indicated.

Submit shop drawings of stops, including installation details and attachment details to at-grade concrete and asphalt pavement, for approval.

Submit manufacturers' product data of precast stops and epoxy adhesive for approval.

Precast wheel stops shall be manufactured for the intended purpose by a company or firm specializing in the manufacture of precast concrete parking appurtenances.

Precast, 3.5% minimum air-entrained concrete; 4000 psi minimum compressive strength. Each stop shall be reinforced with two No. 4 deformed steel reinforcing bars, minimum. Provide chamfered corners and drainage slots on underside, and provide holes for dowel-anchoring to substrate. Unless indicated otherwise, provide stops of half octagonal configuration and 48-inch length.

Adhesive for Anchoring Stops to At-Grade Concrete Pavements, and At-Grade Asphalt Pavements: Epoxy adhesive manufactured for the purpose, similar and equal to the adhesives specified in Caltrans Standard Specifications, Section 95 Epoxy.

Steel Bars for Installation: Galvanized 5/8" diameter steel dowels or galvanized No. 5 steel reinforcing bars.

Securely attach wheel stops into at-grade concrete and at-grade asphalt pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops. Firmly bond each dowel to wheel stop and to pavement. At concrete pavement, drill holes in pavement for dowels.

All existing holes or epoxy left over from removals shall be filled or removed prior to resurfacing.

Wheel stops for ADA stalls shall be painted blue, color matching ADA stall stripes.

Payment The installation of wheel stops shall be considered as included in the price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including painting and removal of existing wheel stops, and for doing all the work involved and no additional compensation will be allowed therefor.

APPENDIX – PART 1
Standard Plans

UTILITY CONTACTS:

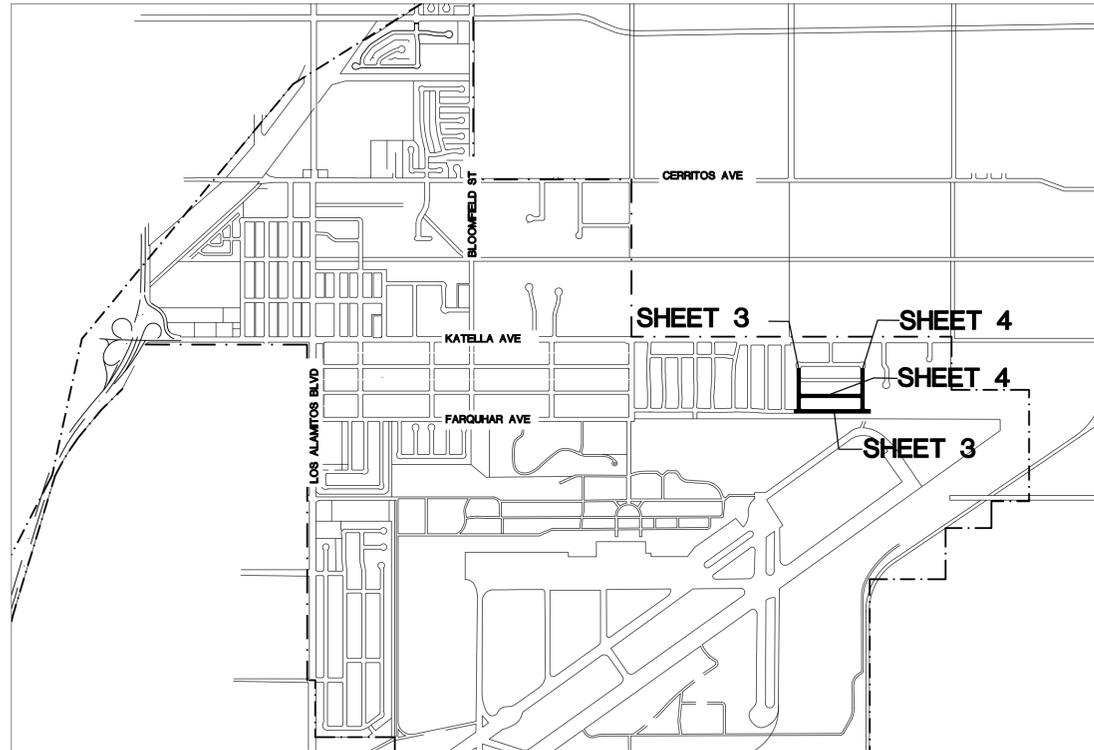
GENCO REFINING CO. (562) 944-6111
 ORANGE COUNTY SANITATION DIST. (714) 962-2411
 PACIFIC BELL (714) 666-5716
 ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
 SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
 SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
 GOLDEN STATE WATER COMPANY (562) 907-9200
 TIME-WARNER COMMUNICATION (714) 895-6886
 UNDERGROUND SERVICE ALERT (800) 422-4133
 VERIZON (704) 375-6719



CITY OF LOS ALAMITOS
 DEVELOPMENT SERVICES DEPARTMENT

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT

CIP NO. 22/23-02



VICINITY MAP

SCALE : NTS

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	DETAIL SHEET
3	HOWARD AVENUE AND BENNINGTON STREET
4	TRIPOLI AVENUE AND MINDORA STREET

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL EXISTING STRIPING SHALL BE REMOVED PRIOR TO SLURRY SEAL.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE DETECTOR LOOPS SHALL BE (6") DIAMETER TYPE "E" AND CENTERED IN THE LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE "E" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS 1 FOOT BEHIND CROSSWALK OR LIMIT LINE.

BID SET

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525

REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	APPV'D



DATE	
DRAWN BY	AM 6/7/2022
CHECKED BY	6/7/2022
DESIGNED BY	6/7/2022
APPROVED	Date
City Engineer	

CITY OF LOS ALAMITOS

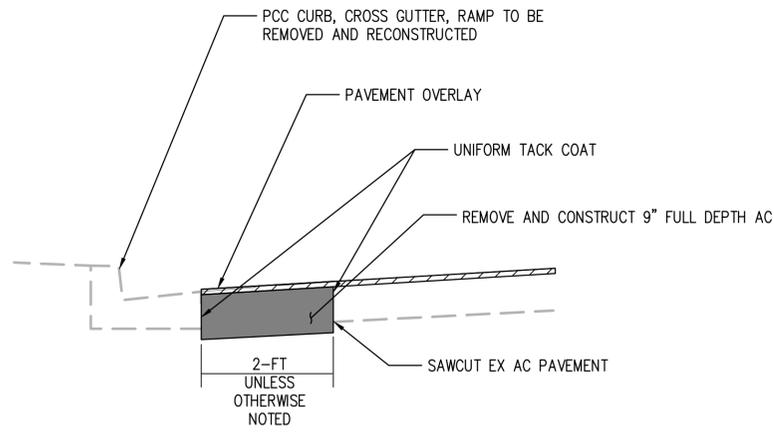
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
 CIP NO. 22/23-02
 TITLE SHEET

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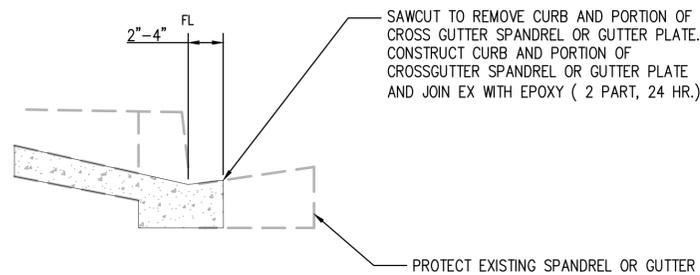
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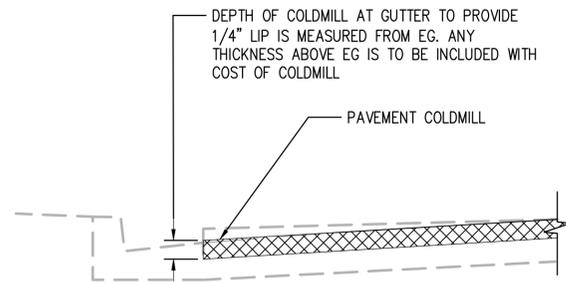




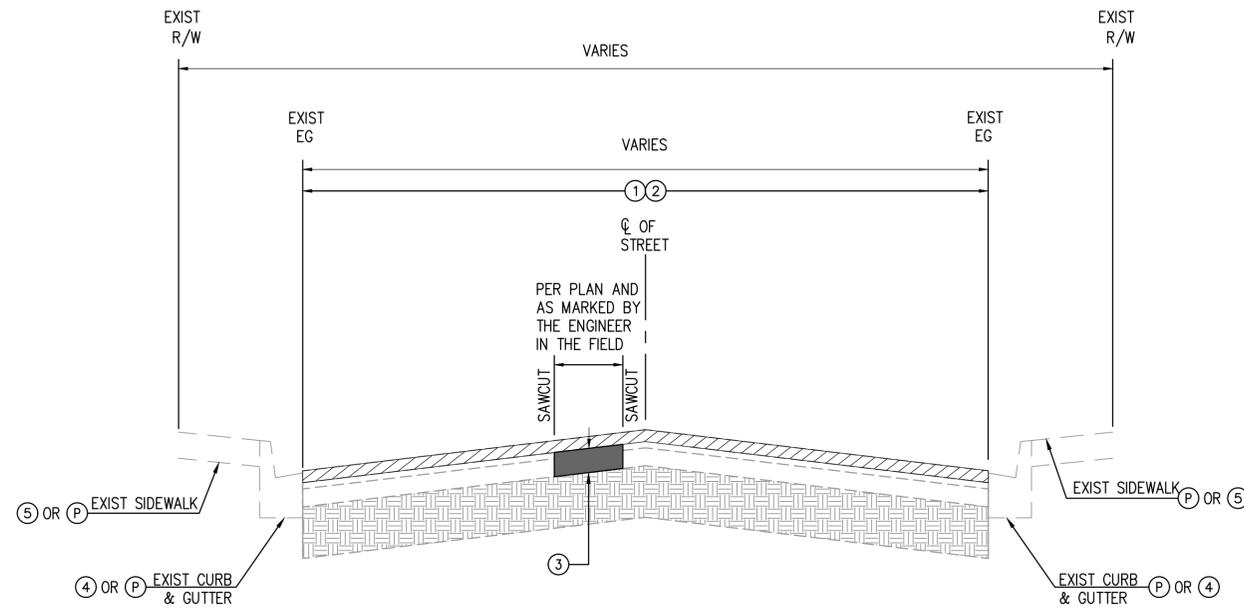
SLOT PAVEMENT DETAIL "A"
NTS



SAWCUT DETAIL AT SPANDREL OR CROSS GUTTER "B"
NTS



COLDMILL AT GUTTER DETAIL "B"
NTS



TYPICAL SECTION FOR VARIOUS STREETS
NTS

CONSTRUCTION NOTES:

- ① REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- ② REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ③ COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ④ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ⑤ CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ⑥ ADJUST TO GRADE (ITEM AS NOTED)
- Ⓟ PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

100% - NOT FOR CONSTRUCTION

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USER: Ahermandez DATE: Jun 07, 2022 - 9:24am



Know what's below.
Call before you dig.

REVISIONS		
NUMBER	DATE	INITIALS

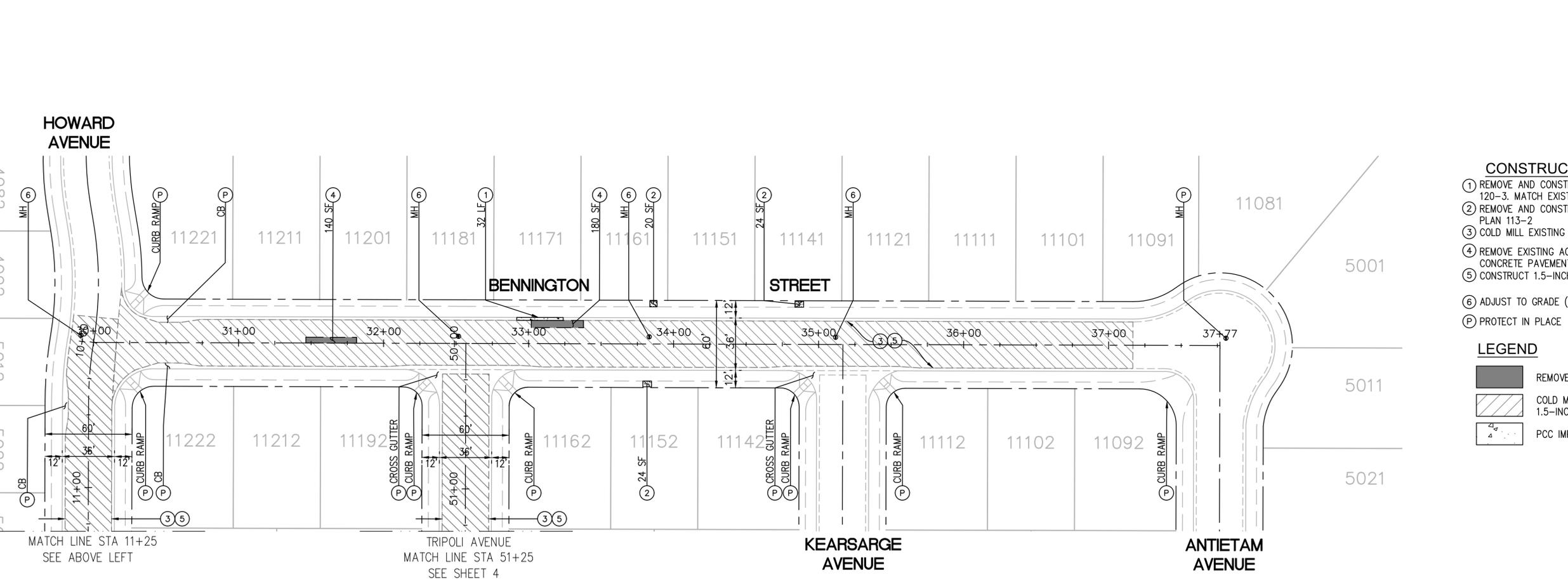
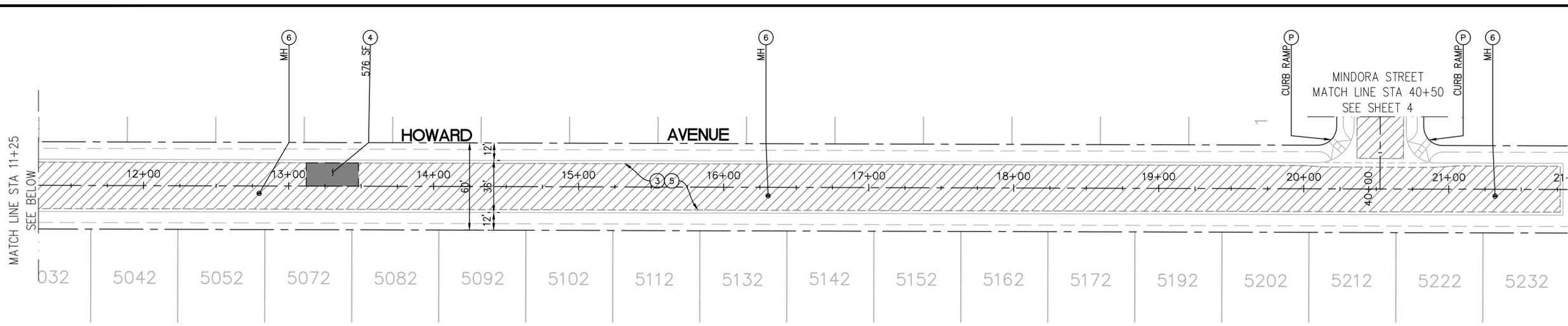
REFERENCES
APPV'D

 <small>2401 East Kabrita Ave, Suite 400, Azusa, California 91705 714.978.8200 Fax: 714.978.8299</small>	DRAWN BY	AM	DATE	6/7/2022
	CHECKED BY		DATE	6/7/2022
	DESIGNED BY		DATE	6/7/2022
	APPROVED		DATE	

CITY OF LOS ALAMITOS

NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
CIP NO. 22/23-02
DETAIL SHEET

SHEET 2 OF 4



- CONSTRUCTION NOTES:**
- ① REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
 - ② REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ③ COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - ④ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - ⑤ CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - ⑥ ADJUST TO GRADE (ITEM AS NOTED)
 - Ⓟ PROTECT IN PLACE

- LEGEND**
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 - COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 - PCC IMPROVEMENTS

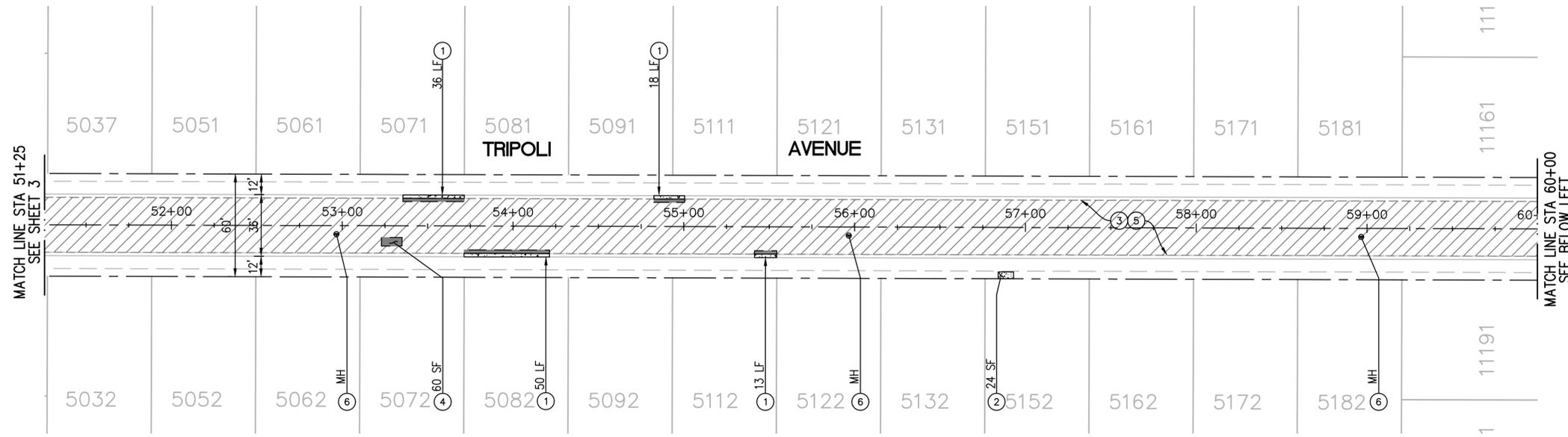
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<p>Know what's below. Call before you dig.</p>	REVISIONS			REFERENCES			<p>2401 East Kearsarge Ave., Suite 400, Anaheim, California 92806 714/978-6200 fax 714/978-6209</p>	DATE	<p style="font-size: 1.2em; font-weight: bold;">CITY OF LOS ALAMITOS</p> <p style="font-size: 0.8em; font-weight: bold;">PUBLIC SERVICES DEPARTMENT</p> <p style="font-weight: bold;">NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT</p> <p style="font-weight: bold;">CIP NO. 22/23-02</p> <p style="font-weight: bold;">HOWARD AVENUE & BENNINGTON STREET</p>	DRAWING No.	
	NUMBER	DATE	INITIALS	APPV'D							
							<p>DRAWN BY: AM</p> <p>CHECKED BY: TP</p> <p>DESIGNED BY: TP</p> <p>APPROVED: [Signature] City Engineer</p>	<p>6/7/2022</p> <p>6/7/2022</p> <p>6/7/2022</p> <p>6/7/2022</p>	<p>3 SHEET OF 4</p>		

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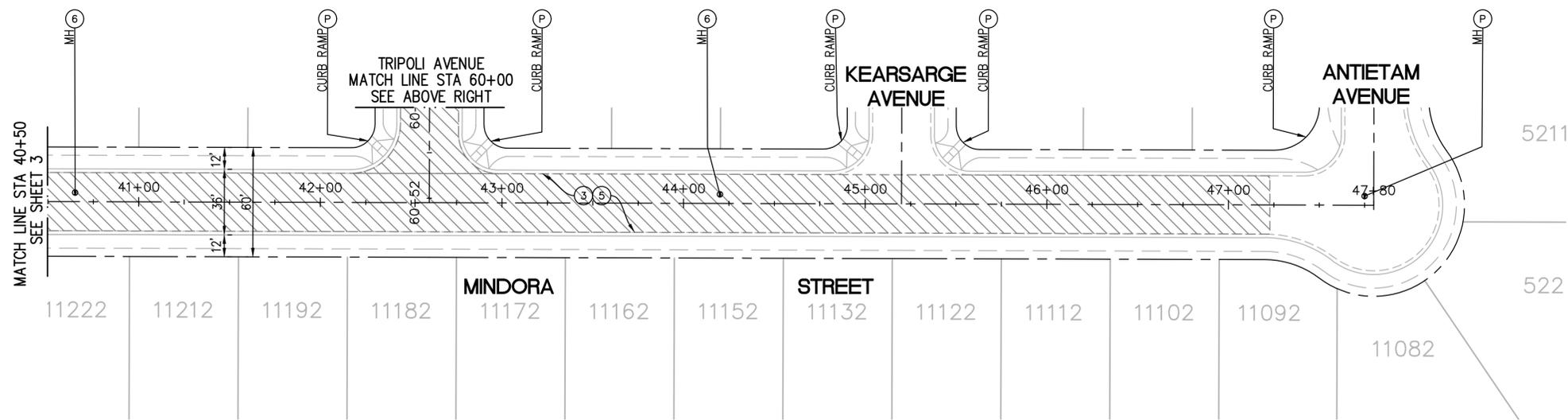
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- CONSTRUCTION NOTES:**
- ① REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
 - ② REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ③ COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - ④ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - ⑤ CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - ⑥ ADJUST TO GRADE (ITEM AS NOTED)
 - Ⓟ PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS



REVISIONS			REFERENCES
NUMBER	DATE	INITIALS	APPV'D

 2401 East Korte Ave. Suite 400 Anaheim, California 92806 714.978.6200 fax 714.978.6209	DRAWN BY	AM	DATE	6/7/2022
	CHECKED BY	TP	DATE	6/7/2022
	DESIGNED BY		DATE	6/7/2022
APPROVED		DATE	6/7/2022	
	City Engineer		Date	

CITY OF LOS ALAMITOS
 PUBLIC SERVICES DEPARTMENT
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
 CIP NO. 22/23-02
TRIPOLI AVENUE & MINDORA STREET

DRAWING No. SHEET 4 OF 4

100% - NOT FOR CONSTRUCTION

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2022-02, Sterns Park Improvement Project

SUMMARY

This report facilitates the solicitation of bids for contractual services for the design specifications, construction management and inspection services for the Sterns Park Improvement Project.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2022-02 for the design specifications, construction management and inspection services for the Sterns Park Improvement Project; and,
2. Authorize staff to advertise and solicit bid proposals.

BACKGROUND

Sterns Park is a neighborhood park located at 3871 Farquhar Avenue and is approximately 16,500 square feet (0.38 acres). The playground structure was last updated in June, 1997.

The objective of the City is to secure a timely, consistent, and cost-effective agreement where the selected firm will render site plans and specifications, project and construction management and inspection services. In order to secure a qualified firm to provide the described services, a Request for Proposals (RFP) has been prepared to seek bids from qualified firms.

DISCUSSION

Parks and playgrounds are important to establish and maintain the quality of life in a community, ensuring the health of families and youth, and contributing to the economic and environmental well-being. Playground equipment typically has a service life of twenty years and the current equipment at Sterns Park was installed in 1997, making the play structure 25 years old.

RFP 2022-02 is intended to solicit bids for a qualified firm which specializes in providing site plans and specifications, project and construction management and inspection services. The scope of service sought from this RFP will include but is not limited to the following:

Project plans and specification including but not limited to:

1. Lighting
2. Rubberized surfacing
3. Shade Shelter Architectural Design
4. Site Amenities
5. Walking Paths and General Pedestrian Circulation
6. Playground and Fitness Stations
7. Tree Preservation
8. Irrigation and Planting
9. Final Construction Drawings, Specifications and Cost Estimate

Project construction management including but not limited to:

1. Review plans, specifications, and all other contract and construction related documents
2. Assist the City with public awareness and information program to keep residents and local stakeholders informed of project status, along with impacts to traffic flow circulation, including answering public questions about project
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Closely review schedule and advise contractor to take action on schedule deviations
5. Monitor and coordinate activities of design engineering support, surveying, testing and work by utility companies or other agencies.
6. Evaluate and respond to contractor's requests for clarification of plans and specifications
7. Ensure all questions, conflicts and issues are immediately brought to the City's attention and addressed with appropriate directive to contractor.

Construction Inspection Services including but not limited to:

1. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
2. Verify and monitor that the contractor conforms to the design survey line and grades.
3. Attend weekly progress meetings with the City's construction manager, contractor, and subcontractors.
4. Inspector will provide full-time and as-needed construction inspections of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
5. Monitor compliance with Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management services). Also, monitor the contractors' compliance with approved Stormwater Pollution Prevention Plans (SWPPP).
6. Ensure compliance with Underground Service Alert notification/delineation.

As proposed, this RFP will solicit bids from a qualified firm to provide the described services.

Once properly noticed, staff will bring the item before Council at a future meeting for awarding. Following the awarding, staff will work with the selected firm to prepare the RFP that will ultimately seek a contractor to complete the improvements at Sterns Park.

Once a firm is selected for the conceptual plans and specifications, project construction management, and inspection services, a contract will be established for a term that will run for one year, with two (2) possible one-year extensions from the established date.

The following is an approximate timeline for the awarding of the contract related to RFP 2022-02:

06/13/22	City Council approval of RFP 2022-02
06/15/22	Advertise project
06/22/22	Advertise project
06/29/22	Advertise project
07/06/22	Bid opening
07/18/22	City Council Award of Contract

FISCAL IMPACT

The City received Community Development Block Grant (CDBG) funding to assist with the project. The funding for this service will be expensed out of FY 2022-2023 - Account No. 10-570.5501

- Attachment:
1. RFP 2022-02 Sterns Park Improvement Project
 2. Sterns Park Improvement Project Design

City of Los Alamitos



**Request for Proposal (RFP) 2022-02
Project Management for
Sterns Park Improvement Project**

FOR

Development Services Department

Attn: Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

DATED: June 13th, 2022

Deadline/Bid Opening Date:
Must be received by 10:00am
Wednesday, July 6th, 2022
RFP Available at <http://www.cityoflosalamitos.org>

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

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**SECTION A
NOTICE INVITING SEALED BIDS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department**



NOTICE OF REQUEST FOR PROPOSALS 2022-02

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Wednesday, July 6th, 2022 as follows:

STERNS PARK IMPROVEMENT PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT RFP 2022-02. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of Design, Construction Management and Inspection Services for the Sterns Park Improvement Project.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select contractor(s) to provide conceptual design plans, project and construction management and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

All services provided by the Company(s) shall be performed by individuals that meet the qualification, standards, and requirements for the position. The successful company(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Company(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

Section II – Additional Proposal Response Requirements

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: Company Data

Please submit the following information:

1. Official firm name and address
2. Name, address, telephone number and email address of the Proposer's point of contact
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
4. Federal Employer I.D. Number
5. The address, telephone numbers, and fax numbers of each of your firm's locations
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
7. Number of years Proposer has been in business under the present business name
8. All comparable contracts currently in effect
9. Please describe areas of specialization provided by the Proposer
10. Any failures or refusals to complete a contract and explanation
11. Financial interests in other lines of business
12. Known conflicts of interest

C: Proposal

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services
2. The firm's approach to delivering the scope of services
3. Brief company profile and number of years the firm has been in business
4. Location of principal office that will be responsible for the implementation of any contracts
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.

6. Three references to include: name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
7. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles.
8. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
9. Any other information, which should be considered, such as any special services or customer service philosophy, which define your firm's practices.
10. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

- a. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**

Section III - General Conditions

3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposals after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

3.4 Compliance with Laws

All Proposals shall comply with current federal, state, and other laws relative thereto.

3.5 Contract Documents, Examination Of:

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with

the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 Costs

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

3.7 Disqualification of Proposer

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

3.8 Interpretation of Contract Documents

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 Irregularities

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

3.10 Non-Exclusive Contract

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

3.11 No Obligation:

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.12 Offers Of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.13 Proposal, Rejection Of:

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.14 Proprietary Information

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

3.15 Public Opening

There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

3.16 Severability

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.17 Subcontractor Information

If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

3.18 Subcontractor References

For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name
- b. Project description
- c. Dates (starting and ending)
- d. Technical environment
- e. Staff assigned to reference engagement that will be designated for work per this RFP

- f. Client project manager's name and telephone number.

3.19 Terms Of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractors' Team's response will not be made after the selection of the Contractors' Team. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.20 Withdrawal Of Proposal

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

**SECTION C
BACKGROUND AND PROJECT EXPECTATIONS**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services of from a qualified firm, which specializes in providing conceptual design plans, project and construction management and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

Sterns Park is located at 3871 Farquhar Avenue, sized at an estimated 16,500 square feet (or .38 acres). The existing park has mature trees, therefore careful attention is to be made to protect in place those trees and design the improvements away from any root intrusion. The park site is surrounded by residential and is generally categorized as a neighborhood park.

Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City.

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a conceptual design plans, project and construction management and inspection services for the Sterns Park Improvement Project in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

respondent. The City Council will approve, as part of the annual budget, an annual agreement amount.

A. Definitions

Where “as directed”, “as required”, “as permitted”, “approve”, “acceptance”, or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete”, in total. The word “facility” as used hereinafter shall be understood to mean the location receiving the service. The use of the words “Contractor” shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

**SECTION D
SCOPE OF SERVICES**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.1 Scope of services

The City of Los Alamitos (hereinafter referred to as City) invites written proposals from a qualified firm, which specializes in providing conceptual design plans, project and construction management and inspection services for the Sterns Park Improvement Project. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

Sterns Park is located at 3871 Farquhar Avenue, sized at an estimated 16,500 square feet (or .38 acres). The existing park has mature trees, therefore careful attention is to be made to protect in place those trees and design the improvements away from any root intrusion. The park site is surrounded by residential and is generally categorized as a neighborhood park.

The contract will include but not limited to the following:

4.1.1 Project Design

Based on a conceptual plan, the proposed improvements should include:

- i All-inclusive accessible playground with rubberized surfacing
- ii LED overhead area lighting
- iii Concrete paving and improved accessibility
- iv Site amenities such as benches, drinking fountain, trash receptacles, picnic tables and shade shelter
- v Decorative seat walls
- vi Fencing
- vii Fitness equipment with rubberized surfacing
- viii Landscaping and irrigation
- ix Relocating an existing monument plaque and existing boulders

A. Area Lighting

The lighting fixtures shall be selected based on the latest advanced technology in lighting efficiency. Reducing glare to adjacent properties is especially important and will be controlled through fixture type and aiming. Optimum light direction will be determined to set the pole heights, the pole placement, and the light levels required to this neighborhood park.

B. Rubberized Surfacing

The surface material for the playgrounds and fitness areas will be the latest technology in rubberized components and one that is sustainable and produced with recycled materials. The surface material will be one of having long lasting durability and wearability and having the proper coefficient or friction suitable for this type of play and exercise value.

C. Site Grading and Topography

In general, the park site topography is relatively flat. The goal for this project regarding the walkways and open play/fitness areas is allowing sufficient slope to maintain drainage and retention of current drainage patterns.

D. Shade Shelter Architectural Design

The Contractor will coordinate the services of a manufacturing company who specializes in pre-engineered shade shelters. The manufacturing company makes available many options and amenities that allow for a customized appearance. The shelter will be designed with the most current in construction materials technology. Special attention will be the use of recycled materials for the shelter. The specified products and materials for the shelter will be the latest in “Green” technology and efficiency.

E. Site Amenities

Along with these improvements, amenities such as trash receptacles, picnic tables, drinking fountains, and benches shall be incorporated into the park area. All these amenities noted shall be selected based on sustainability materials, ease of replacement parts and durability for public park use.

F. Walking Paths and General Pedestrian Circulation

Many park users come to this park for both sports and leisure activities. The proposed design shall look at the walking paths in the vicinity of the improvement areas and ensure the pathway network has a continuous paved surface. This pathway must include access from street and other various locations.

In addition, these improvements will facilitate a designated pathway for the pedestrian thus offering a safe and understood environment within the park site. Furthermore, the walks/pathways must be designed to comply with current guidelines under the Americans with Disabilities Act (ADA).

G. Playground and Fitness Stations

The playground equipment shall be selected based on an all-inclusive playground system that promotes a high value experience for the various age groups. These play systems will encourage and challenge the park user. Additionally, the play equipment can improve coordination and strength along the way.

The exercise station shall be selected based on accessibility and ease of use to accommodate multiple types of physical fitness levels for strength building and coordination. Additionally, the selection of the equipment will be based on a fitness circuit approach that can be utilized by the users as an option.

H. Tree Preservation

The Contractor will make tree preservation a priority when designing the new improvements. The site reconnaissance will assist in determining proper distances from tree trunks with respect to the walkways and other noteworthy features.

I. Irrigation and Planting

The development of the landscape design will incorporate all aspects of local and state water conservation standards, including meeting the requirements of California Model Landscape Efficient Ordinance (MWELo). The tree, shrub and groundcover palette will be comprised of drought adaptive species suitable for the geographic area, along with a well-designed irrigation system that delivers the highest efficiency. All plants will be chosen based on low maintenance requirements such as trimming/pruning cycles, fertilization needs, and hardiness.

The Contractor must demonstrate experience in integrating drought tolerant and low maintenance plant materials in major urban designs such as sports complexes, city streetscapes, freeways and demonstration gardens. For the irrigation systems, careful analysis and assessment must be considered. New irrigation mainlines and points of connection (meter and backflow prevention location) will be part of the renovations along with all new sprinklers/dripline/rotors that achieves maximum water distribution to the planting material.

4.1.2 Project Approach

Project must be thought-out clearly and carefully during the earliest stages of the project. This equates to a detailed study of the project requirements during the proposal stage, the assignment of a project manager experienced in those project requirements, and the establishment of a project team with individual expertise in their assigned tasks.

The project renovation should be unique, an asset to the surrounding community and maintain its identity as a recreational environment. Good planning is an essential element of any design – whether the design is for a recreational park or institutional facility.

Furthermore, safety and circulation are key factors in design, particularly in a well-planned park environment. These two basic design elements in a public space cannot be compromised or over-emphasized. Indeed, one of the most essential functions of landscape architecture in a park environment is to convey safe and comfortable surroundings. A well-designed park environment can only generate enthusiasm among its users.

The Contractor must have very practical and successful techniques to project development and delivery. The following summarizes the approach to delivering the project on time and within budget:

- i. Contractor will conduct progress meetings with City staff to report updates, any outstanding issues, and proposed resolutions.
- ii. Contractor will coordinate with City staff to schedule the review of project deliverables.
- iii. Contractor will complete required revisions and obtain the approval from the City for project deliverables.

4.1.3 Preliminary Design – Scope of Work

The following scope of services provides information related to the implementation of this project:

A. Kick-off Meeting

Contractor will participate in a kick-off meeting to include the decision makers from the City and other agencies. The meeting will be used to discuss project scope and schedule including the design goals and criteria, roles and responsibilities, work program, budgeting, utility coordination, plan and specification preparation, cost estimate, submittal reviews, and anticipated construction issues. Subsequent meetings for the duration of the project will include project site visits with City staff and staff meetings to go over plan check comments at the submittal stages.

B. Topographic Survey, Field Review, Research and Data Gathering

Contractor will conduct a field investigation to verify existing topographic conditions and identify unusual or special conditions and review available improvement plans, utility plans, and data records within the project area. A topographic survey will be performed to document current conditions such as existing grades, surface culture and any other existing items/structures along with assisting with designing/placement of the renovations/improvements.

As part of the field review, research and data gathering Contractor will arrange a meeting with the City's maintenance facilities managers and/or supervisor to obtain as much detailed information as possible regarding the proposed improvements (e.g., drainage, hardscape, circulation, irrigation, fence material, etc.). This input will provide specific recommendations pertaining to the improvements for purposes of maximizing the budgets.

Additionally, the purpose of the meeting is to get firsthand knowledge about the existing irrigation system and discuss proposed modifications to accommodate the new landscaping. Furthermore, this field review will also identify potential design constraints and conflicts and observe general site conditions.

C. Geotechnical Investigation

Contractor will review available subsurface data or published geologic and geotechnical maps and documents to determine general subsurface conditions at the project site; and determine the most appropriate locations for borings. The proposed field investigation will include site reconnaissance and subsurface exploration. Geotechnical laboratory testing will be performed on representative samples of soil to evaluate the engineering characteristics of these materials. This information will

be valuable in determining the subsurface drainage as well as the footing design for the structural design of the shade shelter, general paving installations, bioswales and water quality management thus managing the construction costs at the beginning. Known clearance of subsurface utilities from Underground Service Alert will be obtained prior to commencement of field exploration.

D. Utilities

Contractor will conduct a utilities investigation (i.e., water, sewer, gas, electrical, cable, telephone, storm water) of known utilities within and near the project improvements. The investigation will identify any potential or conflicting issues that can have a significant impact on the project. By knowing this information at the beginning stage, the limits and constraints can be planned accordingly. Contractor will review and present specific requirements for utility facilities including protection, relocation, right-of-way, and construction methods within the vicinity of the utility.

Utility information will be requested from each utility company that has facilities within the limits of the project. This information will be incorporated into the design plans and plotted per the atlases provided by each utility company. Contractor will forward plans to the utility companies requesting verification. At this time, any potential utility conflicts will be identified and presented to the City for discussion and proposed solutions. (Note: Contractor shall provide a fee proposal for design services for utility relocation, if required.) A review of the utility information will be performed to determine the impact of the project on the various utilities and any required potholing by utility companies will be coordinated.

E. Design Development Plan and Preliminary Opinion of Probable Costs

Following the survey, research, site data gathering and base mapping, Contractor will prepare a design development plan. The design development plan will address in further detail and understanding the spatial requirements and relationship for the renovation improvements including circulation functions, landscape and irrigation, utility infrastructure, shade shelter architecture, electrical engineering, and grading and drainage systems. In addition, specific items that will be illustrated in the plan are:

- i. Address easements and drainage patterns
- ii. Address footprint of shade shelter including elevations
- iii. Address fencing materials
- iv. Address the playgrounds
- v. Address the fitness station equipment

- vi. Address the rubberized surfacing for the playgrounds and fitness stations
- vii. Address planting palette suggestions for trees, shrubs, and groundcovers, along with their respective locations including existing boulders relocation. Species shall include drought adaptive and California native plants
- viii. Address irrigation systems and relocation (i.e., smart controllers, control valves, and low-flow drip).
- ix. Address hardscape and softscape surfacing materials for the walkways such PCC concrete and stabilized decomposed granite.
 - x. Address preservation of trees and/or other noteworthy features.
 - xi. Address pedestrian circulation.
 - xii. Address site amenities, (i.e., tables, benches, trash receptacles, urns and drinking fountains).
- xiii. Identify infrastructure (i.e., electrical and storm drainage)
- xiv. Address low retaining walls and seat walls
 - xv. Address ADA accessible pathways and path of travel
 - xvi. Address monument plaque relocation
- xvii. Address area lighting

Contractor will submit the design development plan design to the City for review and comments. Upon the review and comments from the City staff, present a final site design development plan design for final review and acceptance that addresses the comments from all parties. The construction documents for the improvements will not commence until the City has reviewed and accepted the final design development plan design.

All illustrative renderings and drawings submitted will be in a form suitable for public presentations such as City and stakeholders' meetings.

Preliminary Opinion of Probable Cost Estimation

Based on the City accepted design development plan, the Contractor will prepare a detailed cost estimate for the categories of work to be performed in construction. If the cost estimate exceeds the available funding, at no additional cost, the Contractor will make the necessary revisions and adjustments to meet the financial limitations of the City. Once the City reviews and accepts the opinion of probable costs, Contractor will proceed with the preparation of the final construction documents.

4.1.4 Final Construction Drawings, Specifications and Cost Estimate

A. Construction Documents

This task will be for the entire construction document package encompassing specific plans drawn to a measured scale with construction notes that provide clear direction for the contractor. The package will include technical specifications with special provisions in “Greenbook” format (Standard Specifications for Public Works Construction, current edition the City has adopted), and final detailed engineer’s estimate. The plans, specifications, and estimate (PS&E) will be prepared and submitted to the City at three stages- 60 percent, 90 percent, and final 100 percent.

The construction documents shall address requirements of governing agencies. In addition, the Contractor shall obtain approvals from governing agencies prior to advertising of public bidding. If any of the permitting agencies require lengthy submittal processes, the Contractor shall alert the City of potential slow down or stoppage of the project.

The scope of work for the improvements include:

- i. Prepare detail sheets with the required cross sections and details, including conformance with accessibility requirements for ADA path of travel.
- ii. Prepare demolition plan for removal of existing improvements and existing trees, shrubs, etc. conflicting with proposed improvements.
- iii. Prepare civil/grading plan for playground and fitness stations surfacing, shade shelter location, seat walls, PCC sidewalks, and elevations for compliance with accessibility requirements, and for proper drainage.
- iv. Prepare site amenities plan showing the locations/placements of the benches, tables, shade shelter, fitness stations, drinking fountain, and trash receptacles.
- v. Prepare landscape and irrigation modification plans.
- vi. Prepare playground and fitness stations layout plan with associated details.
- vii. Prepare electrical plans for the lighting layout.

The project will include the following submittals and deliverables. The deliverables will be in an electronic form (PDF format) and paper hard copies in full size 24-inch by 36-inch sheet size.

B. Preliminary Plans, Specifications and Estimates at 60 and 90 Percent Stages

Preliminary plans, specifications and cost estimate will be prepared in conformance with the approved design development plan. These documents will be prepared in AutoCAD (and converted to PDF format) and submitted to the City and other responsible parties/governing agencies for preliminary review and acceptance.

C. Final Plans, Specifications and Estimates at 100 Percent Stage

Following review and acceptance of the 60 and 90-percent stages, Contractor will adjust the plans, specifications, and cost estimate to conform to plan check requirements and comments of the City. The final construction PS&E will be completed in detail and submitted to the City and responsible parties/governing agencies for review and final acceptance. The contract documents will be completed in a form sufficient for solicitation of competitive public bids, along with all permit compliances. Contractor shall advise the City of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions. The final submittal and deliverable materials include:

- i. 100-percent construction plans stamped by the landscape architect, civil and electrical engineers, as required.
- ii. 100-percent technical specifications and special provisions including bid items schedule
- iii. Final engineer's estimate including bid items unit cost

A summary of anticipated plans for the construction document package will include:

- iv. Title sheet with vicinity map, general notes, signatures and approvals blocks, legend, sheet index, and utility contact information
- v. Detail sheets with construction notes – scale as required
- vi. Civil/grading improvement plans – 20 scale
- vii. Typical sections and details – scale as required
- viii. Erosion control plan – 20 scale
- ix. Demolition plan – 20 scale
- x. Construction layout plan – 20 scale
- xi. Playground equipment and fitness equipment layout plan and details – 10 scale
- xii. Utility plan (sewer and water) – 40 scale
- xiii. Planting and irrigation modification plans – 20 scale
- xiv. Hardscape layout and site amenities plan – 20 scale
- xv. Architectural plans for the shade shelter – 1/8 scale
- xvi. Electrical and lighting plans and details – 20 scale
- xvii. Property/topographic survey
- xviii. Water quality and LID plan – 20 scale

A summary of anticipated specifications and reports for the construction document package will include:

- xix. Construction specifications with special provisions and technical specifications
- xx. Construction cost estimate
- xxi. Geotechnical report (for the shade shelter, infiltration rates and general pavement installations)
- xxii. LID Report
- xxiii. Drainage report

D. Constructability Review

Contractor will provide a constructability review of the project as part of the design process. This review is a standard quality control measure used by Contractor to help prevent change orders. This review will include a) performing a job walk, reviewing the existing improvements, and identifying potential conflicts, including pedestrian, access, utilities, and right-of-way issues, and b) reviewing the design and specifications to identify potential construction issues.

4.1.5 Bid Support Services

A. Bidding Assistance

Contractor will be available throughout the bid period to review and respond to questions and provide analysis and interpretation of the drawings and specifications.

Contractor will provide the City with the following items during the bidding period:

- i Respond to questions during project advertising phase
- ii Assist with the preparation of addenda
- iii Assist with reviews of “or equal” products prior to bid opening
- iv Review and analyze bid results and prepare bid summary
- v Verify contractor’s references, bonding, insurance, and contractor’s license

4.1.6 Construction Support Services

A. Construction Support Contractor will assist the City during the construction phase by attending a pre-construction meeting, reviewing, and approving materials submittals and responding to request for information (RFI). During the construction period, Contractor will be available to provide analysis and interpretation of the drawings and specifications, review and respond to material submittals and review shop drawings for compliance with the contract. Contractor can assist the City with reviewing change orders and prepare project bulletins.

Furthermore, Contractor shall be available for a pre-final and final acceptance observation walk-through with associated punch list items and the preparation of as-built record drawings. Below describes in detail the construction support services:

Shop Drawings Review - Contractor will review contractor's shop drawings, material submittals and respond to requests for information (RFI). The shop drawings and submittals will be logged in once we received them and a project file setup for record keeping and tracking purposes. Turnaround time for the reviews will be between 5-7 working days, depending on the complexity of the submittal.

Acceptance Inspection (Punch List) - Contractor will perform a pre-final walk-through and follow-up with a final check of the project to ensure that the work is completed as intended, along with assisting the City in obtaining required turnover items. A punch list (at the pre-final and final) will be prepared by Contractor prior to final acceptance by the City.

As-Built Record Drawings - Contractor will review and approve contractor's as-built drawings. In preparing the record drawings, Contractor will take the original construction drawings (and any bulletins issued during construction and redlines by the contractor) and make drafting notations to reflect as built conditions and submit to the City as record drawings. The final deliverables will be on mylars plan sheets.

B. Exclusions

- i Perform hazardous materials (asbestos, lead paint, aerially deposited lead, etc.) testing and related services
- ii Plan check, permit, or similar fees to governmental agencies
- iii Removal or treatment of hazardous materials encountered on or at the site
- iv Preparation of environmental documentation
- v Acoustic analysis reports, design, or consultation by an acoustical consultant
- vi SWPPP – note, this document will be noted in the construction documents to be prepared and furnished by the Contractor.

4.1.7 Construction Management

- A. Review plans, specifications, and all other contract and construction- related documents.
- B. Assist the City with public awareness and information program to keep residents and local stakeholders informed of project status, along with impacts to traffic flow circulation, including answering public questions about project.

- C. Prepare construction file, including establishment of document control systems. A copy of the Contractor's construction file checklist shall be provided upon request.
- D. Ensure contractor distributes public construction notices and places construction and information signs.
- E. Prepare special concerns to be presented at preconstruction conference.
- F. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
- G. Review Contractor's safety program in consultation with City staff.
- H. Through the Contractor's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents.
- I. Log, track, and process submittals, RFI's, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
- J. Closely review schedule and advise Contractor to take action on schedule deviations.
- K. Document Contractor's 20-day notices, mechanic's liens, and stop notices.
- L. Assume responsibility for coordination with inspection staff and City staff.
- M. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- N. Coordinate Contractor's field work with utility companies and other agencies.
- O. Prepare weekly statement of working days and submit to contractor and City.
- P. Establish and conduct weekly construction progress meetings to:
 - i. Resolve all old business issues to maximum extent possible
 - ii. Address all items of new business as presented by any party
 - iii. Review project schedule and address any deviations
 - iv. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - v. List status of construction items recently undertaken or ongoing
 - vi. List planned construction items for next two weeks (two-week look ahead of schedule)
 - vii. Review SWPPP issues
 - viii. Review Contractor's safety program
- Q. Prepare minutes for weekly construction progress meeting.
- R. Provide the City's Project Manager with copies of federally-compliant labor and equipment reports and EEO interviews.

- S. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
- T. Evaluate and respond to contractor's requests for clarification of plans and specifications.
- U. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to Contractor.
- V. Conduct special site meetings, when necessary, with Contractor and City staff to review job progress, scheduling, and coordination.
- W. Perform quantity, time, and cost analyses required for negotiation of contract changes.
- X. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
- Y. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
- Z. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.
- AA. Monitor materials documentation and testing results and enforce corrections.
- BB. Review for approval Contractor's progress payment requests; negotiate differences over amount with contractor; and process payments through City's Project Manager.
- CC. Monitor preparation of punch list at substantial completion and follow up.
- DD. Routinely review construction files to ensure conformance to City standards and good construction management practices.
- EE. Ensure City receives as-built set of drawings at completion.
- FF. Assist City with stop notices and release of retention.
- GG. Provide memorandum of clearance to issue notice of completion.
- HH. Finalize and deliver all construction files and supplies to City for their records.

4.1.8 Construction Inspection

- A. Review plans, specifications, and all other contract and construction related documents.
- B. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
- C. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements for other agencies.
- D. Verify that the contractor conforms to the design survey line and grades.

- E. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
- F. Inspector will provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
- G. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. It is the contractor's sole responsibility to provide workers with a safe working environment.
- H. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
- I. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
- J. Conduct daily measurements of quantities of work with the contractor.
- K. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- L. Assist in coordinating of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
- M. Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
- N. Ensure compliance of Underground Service Alert notification/delineation.
- O. Evaluate the Contractor's operation and production with respect to quality and progress and report to the construction manager.
- P. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- Q. Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
- R. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
- S. Prepare federally compliant labor and equipment reports and conduct EEO interviews of Contractor and Subcontractor personnel.
- T. Prepare and maintain detailed diary inspector reports on construction progress.
- U. Prepare clear and concise letters and memoranda, as needed. establish a solid paper trail.
- V. Assist with the review and evaluation of change order work.

- W. Provide complete measurements and calculations documentation to administer progress payments.
- X. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
- Y. Prepare a punch list at substantial completion and follow-up with the contractor regarding progress of corrections.

4.1.9 Labor Compliance

- A. Assist City in ensuring that all required documentation is completed and submitted by the General Contractor and its subcontractors.
- B. Determine the project's applicable federal prevailing wage decision/state wage determination.
- C. Verify the contracting eligibility of selected contractor and subcontractors by checking the contractor's license, DIR public works registration status, and non-appearance on state (Division of Labor Standards Enforcement) and federal (System for Award Management) debarment lists.
- D. Implement, monitor, and enforce California Labor Code and California Code of Regulations (CCR).
- E. Collect, store, review, and audit weekly Certified Payroll Reports (CPRs), Fringe Benefit Statements, DAS-140, DAS-142, CAC-2, trustee reports, apprentice certifications, and other required documents.
- F. Collect and review supporting documents including, but not limited to, inspector logs, job logs, timesheets, EEO interview forms, and sign-in sheets to reconcile employment data.
- G. Review EEO interviews to verify craft classifications and wages, compliance with the Copeland Act (anti-Kickback law), and apprentice ratios, using the appropriate interview forms and covering the appropriate number and ratio of workers.
- H. Investigate potential discrepancies or delinquencies. Notify contractor of missing documentation, potential underpayments, or other irregularities; specify corrective actions required.
- I. Prepare and submit labor standards violation and enforcement reports documenting delinquencies, violations, and underpayments, as needed. Coordinate with City the withholding of progress and/or final payment and assist in preparing, processing, and assessing fines and penalties, as required.
- J. Prepare and submit activity and summary reports related to labor compliance on behalf of City, as needed.
- K. Meet with governmental entities for reviews and audits, as requested.

- L. Submit original labor compliance documentation and an electronic copy to City for retention.

4.1.10 Assumptions

- A. Submittals will be reviewed by the Designer
- B. Proposal shall include constructability review
- C. Proposal includes special inspections
- D. Inspection services require payment of prevailing wage
- E. No more than 8 hours per day required for inspection
- F. No night or weekend work required for inspection (unless deemed necessary by the City)
- G. Any and all new utility services for electrical, water or other utilities required for the project will be coordinated during the design phase and will be in place prior to start of construction
- H. Any and all permits required for this project will be applied for during the design phase and procured prior to the start of construction.

5.0 Service Changes

In the event that additional services are deemed necessary by the City the City may, at its discretion, increase the company(s) service requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Company shall be compensated for the added work, based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the company(s) proposal.

A. Damage caused by contractor

All damage to existing facilities caused by the company shall be repaired or replaced at the company's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

5.1 Service Schedules

The company(s) shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The company(s) shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

5.2 Company Staff

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall work with the City in planning and scheduling work for completion of tasks, and shall be accessible to City staff via email, phone or in-person as necessary. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during cleaning hours.
- D. The company(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.
- E. The City may, at any time, give the company(s) notice to the effect that the conduct or action of a designated employee of the company(s). The company shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the company(s) shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the company's employee(s) will not be detrimental to the interest of the City or public.
- F. The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to the public, the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.
- G. The contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal

property, such as: telephones, radios, copy machines, computers, fax machines, etc.

5.3 Dress Code and Appearance

All company's personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked in. No caps with insignias or designs other than the company's logo may be worn, and no caps shall be worn backwards.

The company(s) shall require each of its employees to adhere to basic standards of working ethics and attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the company's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the company's logo may be worn, and no caps shall be worn backwards.

The City shall approve the company's uniform. The selected Proposer must provide the City with images of the Company's uniform prior to the start date.

5.4 Contract Enforcement

The company(s) or its authorized representative shall meet on the site quarterly, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic cleaning functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with City, representative(s) in the review and monitoring of Contractor's performance, and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

**SECTION E
PROPOSAL SCHEDULE**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**SECTION E
PROPOSAL SCHEDULE**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Proposal A – Project Design

Description	Fee
Civil Engineering Plans/Topographic Survey	
Site Amenities Plans	
Landscape And Irrigation Plans	
Shade Shelter Plans	
Playground And Fitness Stations Plans	
Geotechnical Investigations	
Specifications And Cost Estimates	
Bidding Assistance	
Construction Support Services	
Project Management	

Sub-Consultant	Fee

Proposal A Schedule Total: \$ _____

Proposal B – Project Management and Inspection Services

Task/Classification	Construction Manager	Labor Compliance Manager	Assistant Construction Manager	Construction Inspection	Labor Compliance Specialist	Clerical	Total Labor	Misc. Expenses	Total Cost
Hourly Rate:									
Preconstruction Services									
Construction Services									
Post Construction Services									
Totals									

Proposal B Schedule Total: \$ _____

*Request For Proposal 2022-02
Sterns Park Improvement Project
City of Los Alamitos*

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

Proposal Schedule A & B Total: \$ _____

Proposal Schedule Total (in word): _____

SECTION F

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL (RFP) 2022-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**PROJECT MANAGEMENT FOR
STERNS PARK IMPROVEMENT PROJECT**
[enter name of contractor]

THIS AGREEMENT FOR PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT (“Agreement”) is made and entered into, to be effective this ___ day of _____ 2022 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide design specifications, construction management and inspection services for the Sterns Park Improvement Project. It is preferred that the contractor provide the City an opportunity to review contract documents and RFP’s in advance of the agenda report deadlines.

B. In response to City’s formal Request for Proposals No. __ (RFP), dated _____, 2018, Contractor has submitted to City a written proposal, dated _____, 2022, to provide the desired services.

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

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

AGREEMENT

1. SERVICES OF CONTRACTOR

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

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. _____, dated _____; and (3) Contractor’s Proposal,

Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor’s Proposal.

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

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

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

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

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

2. COMPENSATION

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

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of _____, ending on _____, _____, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers,

employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars (\$2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

5.2.1.2 If the PLI policy is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by West-Comm.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to West-Comm, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and West-Comm shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies

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

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

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

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

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

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

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

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

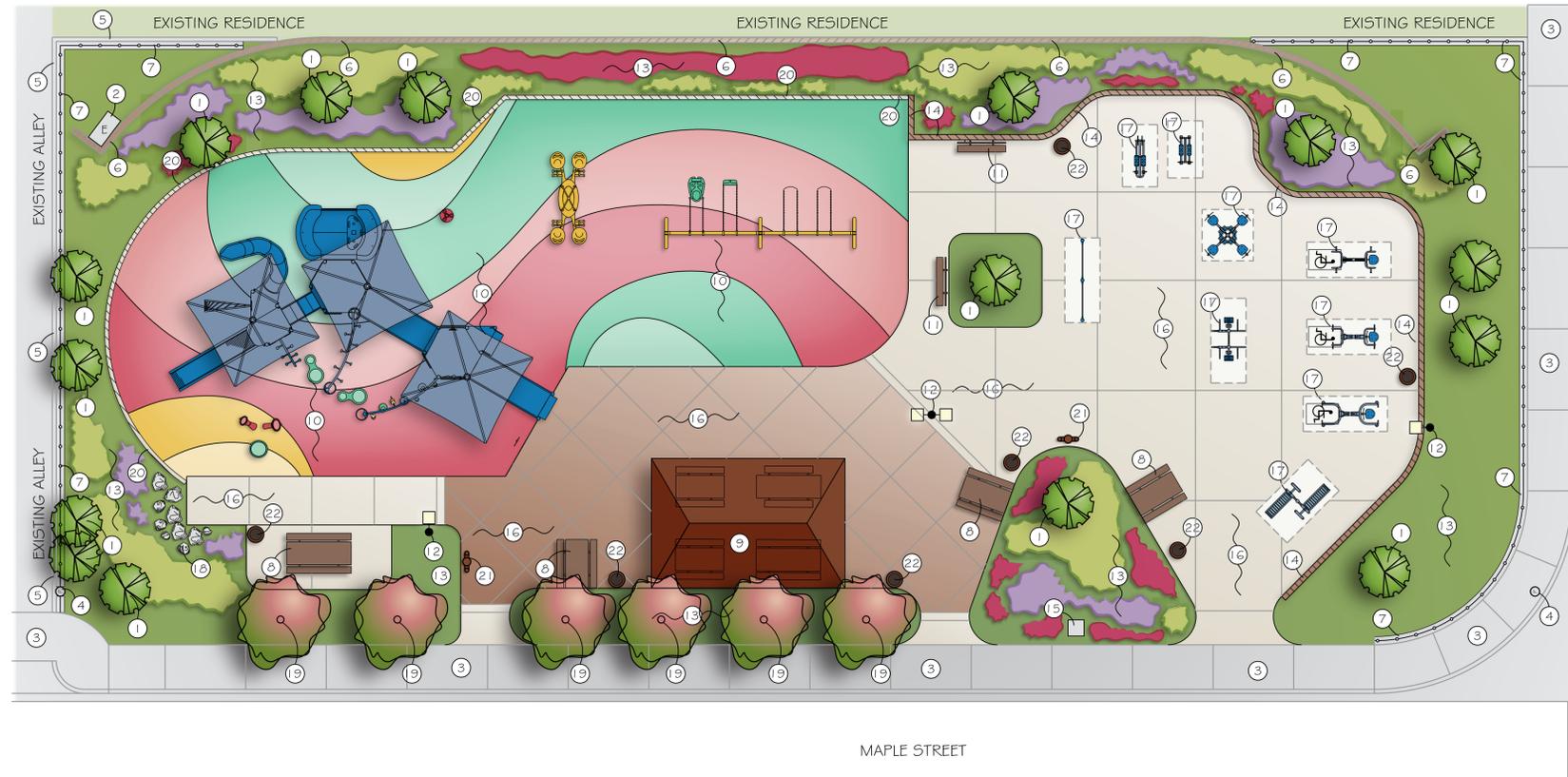
By: _____
Name
Title

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2021

STEARNS PARK PARK IMPROVEMENTS CITY OF LOS ALAMITOS DECEMBER 2, 2021



KEY NOTES

- ① EXISTING TREE, PROTECT IN PLACE
- ② EXISTING ELECTRICAL METER, PROTECT IN PLACE
- ③ EXISTING SIDEWALK, PROTECT IN PLACE
- ④ EXISTING POWER POLE, PROTECT IN PLACE
- ⑤ EXISTING CONCRETE CURB, PROTECT IN PLACE
- ⑥ EXISTING MASONRY WALL, PROTECT IN PLACE
- ⑦ NEW 42" CHAIN LINK FENCE WITH CONCRETE MOW CURB
- ⑧ NEW 6' ACCESSIBLE PICNIC TABLE
- ⑨ NEW 16' x 24' SHADE STRUCTURE WITH (4) PICNIC TABLES
- ⑩ NEW PLAY GROUND EQUIPMENT WITH RUBBERIZED SURFACING
- ⑪ NEW 6' SITTING BENCH
- ⑫ NEW SOLAR AREA LIGHT
- ⑬ LANDSCAPE AREA
- ⑭ NEW 30" SITTING WALL
- ⑮ RELOCATED EXISTING MONUMENT PLAQUE
- ⑯ NEW 4" THICK REINFORCED CONCRETE FLATWORK
- ⑰ NEW EXERCISE EQUIPMENT WITH ACCESSIBLE STATIONS AND RUBBERIZED SAFETY ZONE
- ⑱ RELOCATED EXISTING BOULDERS
- ⑲ NEW TREE
- ⑳ NEW 6" x 24" CONCRETE RETAINING CURB
- ㉑ NEW DRINKING FOUNTAIN/HYDRATION STATION
- ㉒ NEW TRASH RECEPTACLE



NORTH

SCALE 1" = 10'-0"

HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Measure M2 Seven Year Capital Improvement Program Fiscal Year's 2022/23 through 2028/29

SUMMARY

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program (Attachment 1).

RECOMMENDATION

Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 to comply with Measure M2 eligibility criteria.

BACKGROUND

In 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. Submittals are required on an annual basis while certain materials are required to be submitted every other year. This is a Measure M2 Ordinance requirement, which is administered by OCTA. OCTA requires an expanded submittal of the City's programs and projects affecting traffic circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide transportation plans.

DISCUSSION

This year's submittal requires the following documentation:

M2 Seven-Year Capital Improvement Program (CIP)

The City's Measure M2 Seven-Year Capital Improvement Program (CIP) for Fiscal Year's 2022/23 through 2028/29 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects. The M2 Seven-Year CIP is consistent with the proposed Citywide Capital Improvement Program Budget and Strategic Business Plan for Fiscal Year 2022/23. The submittal of the M2 Seven-Year CIP does not commit the City to funding the identified improvements; however, projects must be included in the M2 Seven-Year CIP to be eligible to receive Measure M2 funding. This

document is updated every year in order to allow for changes based on City Council priorities. The CIP emphasizes projects that improve traffic circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

FISCAL IMPACT

The proposed Fiscal Year 2022/2023 budget anticipates receiving revenues of approximately \$226,690 from the Measure M2 local fair share program for circulation projects. The recommended actions will also position the City to receive additional funds through the Measure M2 competitive programs, subject to the City maintaining its eligibility.

Attachment: 1. 7 Year CIP List - 2022

PROJECT TITLE	FUNDING SOURCE	FUNDING							TOTAL PROJ. COST
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	
STREETS & DRAINAGE									
Arterial & Residential Tree Trimming Program	Measure M	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 455,000
Street Marking & Crosswalk Striping	Measure M	\$ 75,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 225,000
Replacement of Overhead Street Signs - Arterials	Measure M								\$ -
Replace Safety Lights at Intersections to LED	Measure M	\$ 20,000	\$ 20,000	\$ 20,000					\$ 60,000
Relocate Signal Lights at Los Al Blvd/ Rossmorr & Bradbu	Unfunded		\$ 175,000						\$ 175,000
Relocate Signal Light at Katella & Reagan	Unfunded		\$ 125,000						\$ 125,000
Replacement of corner signage Project	Unfunded		\$ 15,000	\$ 435,000					\$ 450,000
Curb Painting (address & red curb)	Unfunded			\$ 30,000			\$ 30,000		\$ 60,000
Tree Planting	Unfunded	\$ 50,000			\$ 50,000			\$ 50,000	\$ 150,000
Active Transportation Plan (ATP)									
Project 1 - Katella Ave	Unfunded		\$ 126,059	\$ 714,334					\$ 840,393
Project 2 - Bloomfield Ave	Unfunded		\$ 109,201	\$ 618,812					\$ 728,013
Project 3 - Cerritos Ave	Unfunded		\$ 93,960	\$ 532,442					\$ 626,402
Project 4 - Los Alamitos Blvd	Unfunded				\$ 108,579	\$ 624,282			\$ 732,861
Project 5 - Howard Ave	Unfunded				\$ 71,717	\$ 406,399			\$ 478,116
Project 6 - Green Ave	Unfunded				\$ 64,440	\$ 365,162			\$ 429,602
Project 7 - Ball Rd	Unfunded				\$ 17,872	\$ 101,275			\$ 119,147
Project 8 - Farquhar Ave	Unfunded				\$ 78,262	\$ 443,483			\$ 521,745
Project 9 - Oak St	Unfunded				\$ 25,337	\$ 143,574			\$ 168,911
Project 10 - Walnut St	Unfunded				\$ 26,802	\$ 151,877			\$ 178,679
Project 11 - Lexington Dr	Unfunded				\$ 55,970	\$ 317,166			\$ 373,136
Project 12 - Chestnut St	Unfunded						\$ 34,052	\$ 192,959	\$ 227,011
Project 13 - Reagan St	Unfunded						\$ 119,802	\$ 678,876	\$ 798,678
Project 14 - Pine St	Unfunded						\$ 95,486	\$ 541,084	\$ 636,570
Project 15 - Florista St	Unfunded						\$ 25,934	\$ 146,962	\$ 172,896
Project 16 - Sausalito St	Unfunded						\$ 26,069	\$ 147,726	\$ 173,795
Project 17 - Carbon Creek Channel	Unfunded						\$ 297,494	\$ 1,685,800	\$ 1,983,294
Project 18 - Antietam Ave	Unfunded						\$ 76,300	\$ 432,366	\$ 508,666

PROJECT TITLE	FUNDING SOURCE	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL PROJECT COST
ADA Study									
ADA Curb Ramps	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 125,000
ADA Sidewalks	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 125,000
Special Funded Projects									
Pavement Management Plan Update (Every 2 Yrs)	Measure M	\$ 25,000		\$ 30,000		\$ 30,000			\$ 125,000
Speed Survey					\$ 25,000				\$ 25,000
Pavement Management									
District 1									
Florista St: Los Al Blvd to Cherry St.	General								\$ -
Cherry St.	General								\$ -
Reagan St.					\$ 354,226				\$ 354,226
Pine St.			\$ 20,425						\$ 20,425
Catalina: Los Al Blvd to Kyle	General	\$ 118,200							\$ 118,200
Catalina: Oak to Los Al Blvd									\$ -
Kyle St./Florista	General	\$ 64,125		\$ 51,300					\$ 115,425
Serpentine Dr				\$ 13,440					\$ 13,440
Sausalito: Los Al Blvd to Reagan St.				\$ 73,920					\$ 73,920
Sausalito: Oak to Los Al Blvd				\$ 153,913					\$ 153,913
Chestnut						\$ 211,500			\$ 211,500
Walnut						\$ 96,176			\$ 96,176
Oak St	General	\$ 226,148							\$ 226,148
Florista St: Oak to Los Al Blvd	General	\$ 125,000							\$ 125,000
District 2									
Toland Cir	General								\$ -
Kaylor Ave	General								\$ -
Fenley Dr	General								\$ -
Holden Cir	General								\$ -
PROJECT TITLE	FUNDING SOURCE	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28		TOTAL PROJECT COST
Del Norte Way	General								\$ -

El Dorado Way	General								\$ -
San Joaquin Ave	General								\$ -
Toland Ave	General								\$ -
Kings St									\$ -
Myra Ave									\$ -
San Bonito Ave									\$ -
Shasta Ave									\$ -
Marion Ave									\$ -
San Mateo Ave									\$ -
Sierra Cir									\$ -
Maple St/Kyle St					\$ 128,975				\$ 128,975
Noel Street	General	\$ 93,995							
Calle Lee Avenue	General	\$ 158,739							
Corporate Center Drive	General	\$ 140,175							
Kinmount St									
Briggeman Drive	General; Fund 40	275,000							
District 3									\$ -
Rochelle St.									\$ -
Linda Way									\$ -
Barbi Ln									\$ -
Maple St									\$ -
Kelly Ln									\$ -
Denwood Ave									\$ -
Cherry St.					\$ 185,235				\$ 185,235
Reagan St.						\$ 14,760			\$ 14,760
Snark St.					\$ 7,392				\$ 7,392
Harrisburg Rd									\$ -
Pine St.						\$ 110,515			\$ 110,515
Thor Ave									\$ -
Orangewood Ave									\$ -
District 4									
Howard Ave: Noel to Lexington; Bloomfield Ave: Katella to Farquhar	CDBG, Gas Tax								\$ -
Antietam Ave	General								\$ -
Kearsarge Ave	General								\$ -

PROJECT TITLE	FUNDING SOURCE								TOTAL
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	PROJECT COST
Siboney St	General								\$ -
Katella Ave Frontage	General								\$ -
SB1 Project: Tripoli Ave	SB1-\$263,995; Gas Tax-\$199,495								\$ -
SB1 Project: Mindora St									\$ -
SB1 Project: Bennington St									\$ -
SB1 Project: Howard: Lexington-Bunker Hill									\$ -
SB1 Project: Howard: Bunker Hill to end									\$ -
Saratoga Dr									\$ -
Langley Dr				\$ 16,573					\$ 16,573
Essex Dr				\$ 15,925					\$ 15,925
Enterprise Dr				\$ 5,128					\$ 5,128
Midway Dr				\$ 15,925					\$ 15,925
Ticonderoga Dr									\$ -
Ranger Dr									\$ -
Tarawa Dr									\$ -
Bunker Hill Dr			\$ 17,872						\$ 17,872
Green Ave									\$ -
Lexington: Katella to JFTB			\$ 202,800						\$ 202,800
District 5									
La Colmena Way									\$ -
Via De Ora									\$ -
Rossmoor Way			\$ 40,480						\$ 40,480
Cherry St.									\$ -
Reagan St.									\$ -
Pine St.									\$ -
Paso Bonito	General								\$ -
Bradbury									\$ -
Lampson Frontage	General								\$ -
Lunar Dr.	General								\$ -
Olympic Dr.	General								\$ -
Satellite Dr.	General								\$ -
Glacier Circle	General	\$ 20,081							\$ 20,081

Vicksburg Circle	General	\$ 20,238							\$ 20,238
Carlsbad Circle	General	\$ 27,720							\$ 27,720
Apollo Circle	General	\$ 18,375							\$ 18,375
Interior Circle	General	\$ 18,113							\$ 18,113
Ranier Circle	General	\$ 18,113							\$ 18,113

PROJECT TITLE	FUNDING SOURCE	FUNDING							TOTAL PROJECT COST	
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29		
Arterials										
Katella Ave.				\$ 1,206,365.00	\$ 1,206,365.00	\$ 1,206,365.00				\$ 3,619,095
Cerritos Ave.							\$ 735,108.00	\$ 735,108.00		\$ 735,108
Bloomfield Ave.	RMRA-\$200,000; General Fund-\$130,000									\$ -
Lexington Ave.			\$ 116,025.00							\$ 116,025
Los Alamitos Blvd.										\$ -
Parks										
Labourdette Park Play Structure	Unfunded	\$ 10,000.00	\$ 350,000.00							\$360,000
Roberts Park Play Structure	Unfunded		\$ 15,000.00	\$ 300,000.00						\$315,000
Sterns Park Play Structure	CDBG-\$350,000; General Fund-\$650,000									\$0
Stansbury Park Play Structure	Unfunded									\$0
Soroptomist Park Play Structure				\$ 15,000.00	\$ 285,000.00					\$300,000
Little Cottonwood Park - replace septic tank-larger tank							\$ 40,000.00			\$40,000
Little Cottonwood Park - Outdoor Exercise Equipment project							\$ 5,000.00	\$ 100,000		\$5,000
Little Cottonwood Park - ballfield renovation project							\$ 5,000.00	\$ 85,000		\$5,000
Little Cottonwood Park - widen/lighting walking path project							\$ 5,000.00	\$ 100,000		\$5,000
Little Cottonwood Park - concrete pads for picnic benches								\$ 25,000		\$0
Little Cottonwood Park - Irrigation & Turf Project							\$ 5,000.00	\$ 200,000		\$5,000
Laurel Park - Tennis Crts Project (resurface, mesh nets, li	Unfunded	\$ 175,000.00								\$175,000
Laurel Park - Tennis Crts Project (expand tennis courts)					\$ 30,000.00	\$ 970,000.00				\$1,000,000
Laurel Park - Dog Park Project			\$ 10,000.00	\$ 90,000.00						\$100,000
Laurel Park - ballfield renovation project			\$ 5,000.00	\$ 70,000.00						\$75,000
Laurel Park - concrete pads for picnic benches				\$ 25,000.00						\$25,000
Orville R. Lewis Park - Picnic shelter Project					\$ 5,000.00	\$ 25,000.00				\$30,000

Orville R. Lewis Park - Irrigation & Turf Project					\$ 5,000.00	\$ 95,000.00			\$100,000
Facilities/Infrastructure									
Highland Wall - Los Alamitos Blvd.							\$ 30,000.00	\$ 970,000.00	\$30,000
Median Project - Katella Ave.					\$ 35,000.00				\$35,000
Median Project - Los Alamitos Blvd. (Katella to Farquhar)					\$ 15,000.00				\$15,000
Bus Stop Cuts - Katella from 605 to Los Al Blvd.						\$ 25,000.00	\$ 325,000.00		\$350,000

PROJECT TITLE	FUNDING SOURCE	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL PROJECT COST
City Entry Monuments Project			\$15,000	\$85,000					\$100,000
Pine Street Project (Town Center Mix Use Plan)							\$75,000	\$10,000,000	\$75,000
JLL Study									
Install Emergency Lighting - buildings & Hallways							\$ 25,000	\$ 225,000	\$25,000
City Hall Sidewalk					\$ 15,000				\$15,000
Consultant - Emergency Fire Alarm System					\$ 20,000				\$20,000
Flooring for Youth Center, Community Center, Police			50,000						\$50,000
Demolition of PW/LATV Building		75,000							\$75,000
Storage Units									\$0
Council Chambers Flooring Project				\$5,000	\$20,000				\$25,000
Council Chambers Modernization Project (AV Equip)				\$5,000	\$70,000				\$75,000
Community Center - Painting Outside									\$0
Community Center - Painting Inside					\$35,000				\$35,000
Community Center - Activity Room Flooring (Dance floor)					\$5,000	\$95,000			\$100,000
Community Center - Activity Room Lighting				\$5,000	\$70,000				\$75,000
Community Center - ADA Stairs					\$10,000	\$30,000			\$40,000
Community Center - Electrical Wiring project			\$10,000	\$40,000					\$50,000
Community Center - ADA front doors & Emergency Exit Door									\$0
Community Center - HVAC Upgrade			\$15,000	\$235,000					\$250,000
Community Center - Sound System/AV Upgrade			\$5,000	\$45,000					\$50,000
City Hall I Lobby Renovation			\$ 18,000						\$18,000
City Hall I - Painting inside				\$15,000					\$15,000
City Hall - Courtyard Renovation				\$10,000	\$65,000				\$75,000
City Hall I - HVAC Upgrade						\$7,500	\$125,000		\$132,500
City Hall Restroom Project (ADA) - include Council Chambers				\$5,000	\$20,000				\$25,000

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Annual Appropriations Limit Fiscal Year 2022-23

SUMMARY

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

RECOMMENDATION

Adopt Resolution No. 2022-21, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23."

BACKGROUND

Article XIII B of the California Constitution was added by the November 1979 passage of the Gann Initiative. For State and local governments, this legislation mandated that the total annual appropriations subject to the limitation, shall not exceed the prior year Appropriations Limit, adjusted for the change in cost of living and population, except as otherwise provided in that article. The Gann Initiative is implemented by Section 7900 et. seq. of the California Government Code. Section 7910 provides that the governing body of each jurisdiction shall annually establish its Appropriations Limit by resolution.

DISCUSSION

The Appropriations Limit is calculated by determining appropriations financed by proceeds of taxes in the 1978/79 base year and adjusting the limit each subsequent year for changes in the cost of living and population. This Appropriation Limit is the maximum limit of proceeds from taxes the City may collect or spend each year. Appropriations financed by proceeds of taxes are limited to actual revenues collected if they are lower than the limit. The Appropriations Limit may be amended at any time during the fiscal year to reflect new data.

The cost of living adjustment may be based upon the changes in the California per capita personal income or the percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential new construction. The population adjustment may be based on the changes in the City population or population growth within the County.

Staff has calculated the Fiscal Year 2022-23 Appropriations Limit utilizing the percentage growth in the California Per Capita Income and the change in the County of Orange's

population. The Fiscal Year 2022-23 Appropriations Limit is calculated to be \$24,445,791. The projected proceeds from taxes for Fiscal Year 2022-23 are \$17,051,804, which is \$7,393,979 or 30% below the appropriations limitation.

FISCAL IMPACT

None.

- Attachment:
1. Resolution 2022-21 - Appropriations Limit FY 22-23
 2. Exhibit A - Appropriation Limitation 22-23
 3. Price Factor and Population Information 2022

RESOLUTION NO. 2022-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

WHEREAS, on November 6, 1979, the voters of California added Article XIII to the State Constitution placing limitations on the appropriations of State and local government; and,

WHEREAS, Article XIII B was amended by the voters in November 1990 through the passage of Proposition 111; and,

WHEREAS, Article XIII B requires the City Council to select population and inflation factors for the year's appropriation limit calculation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the Fiscal Year 2022-23 appropriation limitation shall be \$24,445,791 as documented in Exhibit A.

SECTION 2. That the inflation factor being utilized to determine the 2022-23 appropriation limit is the percentage change in California per capita personal income.

SECTION 3. That the population factor being utilized to calculate the 2022-23 appropriation limit is the County of Orange population growth.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of June, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at an adjourned regular meeting of the City Council held on the 13th day of June, 2022, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

**APPROPRIATIONS LIMIT CALCUALTION
FISCAL YEAR 2022-23**

Previous Appropriations Limit (2021-22)	\$22,798,093
Adjustment Factors:	
Change in Population - County	0.997
Change in Per Capita Income	1.0755
Total Adjustment Factor	1.0723
Appropriations Limit for Fiscal Year 2022-23	\$24,445,791
Proceeds from Taxes	\$17,051,804
Minus Exclusions	<u>\$ -</u>
Appropriations Subject to Limit	\$17,051,804
Appropriations Over (Under) Limit	<u><u>(\$7,393,987)</u></u>

2021-22 Proceeds from Taxes

Property Taxes	\$4,899,967
Sales and Use Taxes	3,403,270
Measure Y Local Sales taxes	5,371,740
Other Taxes	2,377,827
Business Licenses	819,000
Interest	180,000
Total	<u><u>\$17,051,804</u></u>

30.25%



May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

**Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

County City	Percent Change 2021-2022	--- Population Minus Exclusions ---		Total Population
		1-1-21	1-1-22	1-1-2022
Orange				
Aliso Viejo	-0.88	51,233	50,782	50,782
Anaheim	-0.97	344,587	341,228	341,245
Brea	-0.48	47,097	46,872	46,872
Buena Park	-0.64	83,968	83,430	83,430
Costa Mesa	-0.70	112,183	111,394	111,394
Cypress	-0.44	50,029	49,810	49,810
Dana Point	-0.33	33,053	32,943	32,943
Fountain Valley	-0.88	57,068	56,564	56,564
Fullerton	0.53	141,974	142,732	142,732
Garden Grove	-0.44	171,284	170,526	170,526
Huntington Beach	-0.77	197,616	196,100	196,100
Irvine	2.99	301,254	310,250	310,250
Laguna Beach	-0.68	22,862	22,706	22,706
Laguna Hills	-0.86	31,017	30,750	30,750
Laguna Niguel	-0.88	64,885	64,316	64,316
Laguna Woods	-0.88	17,670	17,514	17,514
La Habra	-0.84	62,317	61,792	61,792
Lake Forest	0.43	86,406	86,775	86,775
La Palma	-0.85	15,463	15,332	15,332
Los Alamitos	-0.18	11,895	11,873	11,873
Mission Viejo	-0.70	93,171	92,515	92,515
Newport Beach	-0.87	84,459	83,727	83,727
Orange	0.10	137,534	137,676	137,676
Placentia	-0.62	51,522	51,204	51,204
Rancho Santa Margarita	-0.89	47,703	47,279	47,279
San Clemente	-0.78	63,877	63,380	63,380
San Juan Capistrano	-0.31	34,907	34,798	34,798
Santa Ana	-0.93	311,340	308,459	308,459
Seal Beach	-0.80	24,418	24,222	24,846
Stanton	2.59	38,284	39,275	39,275
Tustin	-0.78	80,157	79,535	79,535
Villa Park	-0.89	5,834	5,782	5,782
Westminster	-0.46	90,812	90,393	90,393
Yorba Linda	-0.78	67,760	67,233	67,233
Unincorporated	-0.65	133,302	132,437	132,437
County Total	-0.23	3,168,941	3,161,604	3,162,245

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Vehicle Purchases for the Police Department

SUMMARY

This item seeks approval to purchase patrol vehicles for the Police Department via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 120716-NAF.

RECOMMENDATION

Approve the purchase of three (3) police pursuit vehicles from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF in an amount not to exceed \$148,661.65.

BACKGROUND

The City's fleet is currently made up vehicles assigned to the Police Department, Development Services Department, the Recreation and Community Services Department, and the Administration Department. These vehicles range from patrol vehicles utilized by the Police Department to heavy commercial trucks utilized by the Public Works Division in the Development Services Department.

Council adopted Resolution No. 2013-07 (Attachment 1) in 2013 which outlined the Vehicle & Equipment Replacement Policy. The Policy established guidelines for replacement based on a number of factors including, but not limited to, age, mileage, mechanical condition, and maintenance costs. The Policy also established targeted replacement cycles for vehicles and equipment.

During the past several years, the City has experienced financial challenges that have delayed replacing the City's fleet and equipment. This has inadvertently affected the level of service to the community as a lack of a dependable fleet affects the service to the community, from the response time for service calls by the Police Department to productivity and efficiency during street, sidewalks, and roadway maintenance projects completed by the Public Works Division.

DISCUSSION

Sourcewell Competitive Purchasing Program

Sourcewell, formerly known as the National Joint Power Alliance (NJPA), is a national cooperative purchasing agency that facilitates the procurement of goods for members.

After 40 years of service, Sourcewell continues to offer contract purchasing solutions to all government agencies, public and private schools/colleges, tribal governments and nonprofit organizations. Utilizing Sourcewell’s services does not incur any additional costs for the City. Supplemental services that the City may utilize at no additional cost include a review of quotes provided, which will ensure the figures presented accurately reflect the costs described in the awarded contract with Sourcewell.

Under Section 2.60.110 of the Los Alamitos Municipal Code (LAMC), the City’s purchasing ordinance allows the City to “piggy back” off another public agency or government entity, which has selected the vendor using competitive bidding procedures substantially the same as or similar to those normally utilized by the city for the acquisition of such materials, supplies, equipment, or services. If such a determination is made, the City Manager or City Council, as applicable, may proceed to purchase the materials, supplies, equipment or services at a price equivalent to that offered to the acquiring agency. As a member of Sourcewell, the City has the ability to utilize Sourcewell awarded contracts. The City’s Sourcewell Membership Identification number is ID#060618-EFM.

National Auto Fleet Group (NAFG)

Following a competitive bid process in September 2021, out of 13 bids received for Request for Proposal (RFP#091521), National Auto Fleet Group secured a contract with Sourcewell for the procurement of vehicles, cars, vans, SUVs and light trucks with related equipment, accessories and services. NAFG’s contract with Sourcewell remains in effect until November 08, 2025.

This report seeks approval for the purchase of three new police pursuit rated vehicles for the Police Department via the National Auto Fleet Group (NAFG) Sourcewell contract. The purchases will include the following:

- Pursuit rated Ford F-150 Responder
- Pursuit rated Dodge Durango - Watch Commander
- Pursuit rated Dodge Durango - Watch Commander

The Police Department operates 24 hours a day, 7 days a week, and every day out of the year, including holidays. Their vehicles take a toll as they operate far more than a normal vehicle. The addition of the three vehicles will provide the Police Department to be fully complemented as half of the vehicles will be in use while the other half will have time to "rest" thus decreasing wear and tear on the vehicles.

FISCAL IMPACT

The purchase of the following units for the Police Department are from National Auto Fleet Group (NAFG) via Sourcewell Contract No. 120716-NAF:

VEHICLE USE	YEAR	MAKE	MODEL	COST
Patrol Unit	2023	Ford	F-150 Responder	\$52,747.05
Watch	2023	Dodge	Durango	\$47,957.30

Commander				
Watch	2023 Dodge	Durango		\$47,957.30
Commander				
		TOTAL		\$148,661.65

Funding for the purchases of the three Police vehicles will be expended out of Fund 50 - Vehicle and Equipment Replacement Fund. Outfitting of the vehicles will be an additional cost and will be determined once the vehicles are in hand and sent to the vendor for a quote. Outfitting will also be expended out of Fund 50.

Attachment: 1. City Council Resolution No. 2013-07

RESOLUTION NO. 2013-07

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS
ALAMITOS, CALIFORNIA, APPROVING THE
VEHICLE/EQUIPMENT REPLACEMENT POLICY**

WHEREAS, the City of Los Alamitos wishes to properly formalize a mechanism for vehicle/equipment replacement and expenditures from the Fleet Maintenance Fund; and,

WHEREAS, Staff has conducted an intensive research to determine the best practical policy that would serve the City of Los Alamitos and was able to develop a policy that incorporates all the City departments' needs for vehicles and equipment; and,

WHEREAS, the policy identifies timely budgeting procedures for all departments, a replacement schedule that is based upon mileage and age, and a spreadsheet for determining internal charge rates; and,

WHEREAS, the policy will provide guidelines for vehicle replacement and allow for improved budgeting and planning with regard to the City's fleet of vehicles.

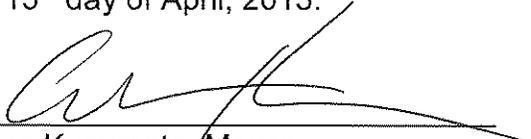
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

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

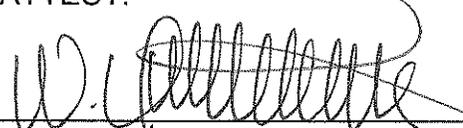
SECTION 2. The City Council hereby approves the attached Vehicle/Equipment Replacement Policy (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2013.


Warren Kusumoto, Mayor

ATTEST:


Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

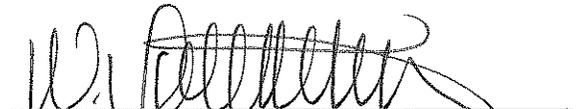


Steve Skolnik, Interim City Attorney

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

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council held on the 15th day of April, 2013, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Grose, Murphy, Graham-Mejia
NOES:	COUNCILMEMBERS:	Edgar, Kusumoto
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None



Windmera Quintanar, CMC, City Clerk

CITY OF LOS ALAMITOS FLEET MAINTENANCE DIVISION

Vehicle/Equipment Replacement Guidelines/ Procedures

MISSION

The Public Works Fleet Maintenance Division's mission is to provide and maintain the most appropriate, safe, reliable, and clean vehicles/equipment allowing departments to better serve the residents.

OBJECTIVES

The objective of this vehicle/equipment replacement guideline/procedure is to promote an orderly system of funding, purchasing and managing a standardized fleet replacement process and to plan future departmental transportation requirements.

GENERAL

All City vehicles/equipment acquired and maintained by Public Works Fleet Maintenance Division are recommended for replacement in accordance with this guideline/procedure and all departments are responsible for complying with these guidelines/procedures. Priority will be given to those departments whose services relate to public health, safety, and law enforcement.

As vehicles/equipment reach the targeted mileage and age of replacement criteria, a vehicle/equipment maintenance evaluation will be performed by Public Works Fleet Maintenance Division. If the evaluation proves the vehicle/equipment would be economical to retain for an additional year(s), the vehicle/equipment will be targeted for retention or reassignment.

ACQUISITION

The Public Works Fleet Maintenance Division is responsible for acquiring all City vehicles/equipment with the approval of the City Council. Vehicles/equipment are to be purchased using one of the following criteria:

- Utilizing the "Piggy Back" process whenever possible, as more vehicles can be acquired at lower prices; or

- Request for Proposal (RFP) process as outlined in Section 2.60.030 of the City's Municipal Code; or
- Purchases at an auction (will require City Council pre-approval). The City Council will set a predetermined spending cap. The purchase decision will be made by the Public Works Superintendent.

Before any order is placed, the Public Works Fleet Maintenance Division and the user department will jointly review department requirements and vehicle/equipment specifications. It is the Public Works Fleet Maintenance Division's goal to select the proper vehicle/equipment for the department. Suitability and appropriateness for the job intended, balanced by initial cost, depreciation/resale value, and maintenance repair factors are the primary factors for the review process. Compatibility with the rest of the fleet, fuel economy, safety/repair records, and serviceability are also important considerations.

Once the replacement cycle is complete, the replaced vehicle/equipment is evaluated for reassignment as a "low usage" vehicle to another department or declared surplus and sold at auction.

RETENTION or REASSIGNMENT

In some cases, it may be beneficial to reassign vehicles/equipment to other departments that have "low usage" requirements. These decisions are made on a case by case basis between the Public Works Superintendent and the director of the department to which the vehicle is to re-assigned. The vehicle/equipment must have one third of its life expectancy remaining (years and mileage) and show a direct cost savings to the budget. Exception to this rule is if the vehicle/equipment in question has had major repairs completed within the past 12 months, deeming it reliable for use by the Fleet Maintenance Division.

ADDITIONS TO THE FLEET

Additions are defined as any increase in the total number of vehicles/equipment assigned to a City's department. Additions to the fleet are to be requested by City departments via a Vehicle/Equipment Request Form and approved by the Department Head before submitting to the Public Works Fleet Maintenance Division.

REPLACED VEHICLE/EQUIPMENT

Replaced vehicles/equipment that are not reassigned to another City department are to be declared surplus by the City Council. After the equipment is declared surplus, the Fleet Maintenance Division shall dispose of it in a manner best serving the interest of the City, which include:

- Public auction; or
- Sale or transfer to other governmental entities; or
- Sale or transfer to nonprofit entities

MID-YEAR REQUESTS

If a department desires to add or replace a vehicle/equipment to the fleet, outside of the annual vehicle replacement request process, a completed Vehicle/Equipment Request Form shall be submitted for processing. In addition to the Vehicle/Equipment Request Form, a budget amendment request for funding may be needed. This request is to be submitted by November 1st of that year.

VEHICLE/EQUIPMENT REQUEST CYCLE

The Public Works Fleet Maintenance Division initiates the vehicle/equipment request cycle each year in February when departments are asked to submit requests for additional or replacement vehicles/equipment. Requests are reviewed and prioritized based on the vehicle or equipment's inspection report. Throughout February and March, the Public Works Fleet Maintenance Division works with departments to recommend a vehicle/equipment replacement list based on the strategic budget outlook and the total vehicle/equipment replacement liability. In May, the Public Works Superintendent prepares the annual vehicle/equipment replacement request for budget consideration from City Council.

REPLACEMENT CRITERIA*

Timely replacement ensures that vehicles/equipment are replaced once the life cycle, or economic costs, reach a minimum. The guidelines for vehicles/equipment replacement are, but not limited to:

- Predetermined age and/or mileage
- Mechanical condition
- State of technology
- Availability of replacement parts
- Anticipated depreciation
- Resale value
- Operation costs
- Safety standards
- Departmental needs
- Overall appearance

The Public Works Fleet Maintenance Division recommends replacement of vehicles or equipment based on the above criteria met for each class of vehicle. A technical/maintenance evaluation of requested replacement vehicles/equipment will be performed by Public Works Fleet Maintenance staff before each vehicle/equipment is recommended for replacement. The targeted replacement cycles, in terms of years and miles, are as follows:

<u>DESCRIPTION</u>	<u>AGE/MILES</u>
Law Enforcement	
• Sedan – Patrol	4 yrs./75,000 miles
• SUV – Patrol	5 yrs./100,000 miles
• Detective/Unmarked	5 yrs./75,000 miles
• Motorcycle	4 yrs./75,000 miles
Administrative – Passenger	10 yrs./90,000 miles
Light Duty Trucks	
• Sports Utility	10 yrs./90,000 miles
• Pickup & 4 x 4	10 yrs./95,000 miles
Medium & Heavy Duty Trucks	15 yrs./100,000 miles
Miscellaneous Equipment	
• Trailers	By condition
• Mowers (tractor style)	By condition

*The above vehicle replacement criteria are from Local Agency Surveys and City of Los Alamitos historical data.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 11A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Adoption of the Fiscal Year 2022-23 Annual Operating and Capital Improvement Program Budget

SUMMARY

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall consider adoption of the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

RECOMMENDATION

1. Review, receive, and file the department overviews for Fiscal Year 2022-23; and,
2. Conduct a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopt Resolution No. 2022-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23."

BACKGROUND

Presented for your consideration is the Fiscal Year 2022-23 and 2023-24 Annual Operating and Capital Improvement Program (CIP) Budget for the City of Los Alamitos. In accordance with notice requirements, the City Clerk has noticed the Public Hearing of the proposed budget, allowing for public comment. Reference copies of the Proposed Budget were made available at the City Clerk's counter prior to the Public Hearing and were available on the City's webpage.

It is the Council's policy to review each Department's expenditures and revenues to better understand how the departments are spending and receiving funds as part of the budget process. This report includes an overview of the City's departments' budgeted expenditures.

DISCUSSION

The Preliminary Budget for FY2022-23 and FY2023-24 were presented to the Council at the May 16 meeting. No changes were recommended at that time. This report will provide identical information, in addition to budget line-item detail, and individual presentations from each department detailing their respective department 's operations and goals for FY2022-23.

Fiscal Year 2022-23 Budget Overview

The new budget reflects 2 fiscal years, with adoption of the first year FY2022-23, and the second year FY2023-24 provided as a planning tool for the future. This will assist the Council in focusing on long-term and strategic goals. There were no recommended changes to the Preliminary Budget that was presented at the May 16 Council meeting.

Shown below are projected revenues for FY2022-23:

Revenues Summary	FY2022-23 Proposed
Property Taxes	\$ 4,899,967
Sales & Use Taxes - General	3,403,270
Sales & Use Taxes - Local	5,371,740
Utility Users Tax	2,052,487
Transit Occupancy Tax	325,340
Franchise Fees	671,300
Licenses & Permits	1,777,200
Fines & Forfeitures	669,000
Investment Earnings	180,000
Revenue from Other Agencies	12,200
Charges for Services	702,278
Miscellaneous Revenues	68,000
Total Revenues	20,132,782
Interfund Transfers	1,216,043
Total Revenues and Transfers In	\$ 21,348,825

General Fund Projected Revenues

Fiscal Year 2022-23 projections by category are as follows:

Property Taxes

The most recent report received from HdL, dated March 30, indicates that property taxes are continuing an upward trend. The projections for secured property taxes for FY22-23 are \$2.8 million. In addition to this amount, this revenue category also encompasses revenue generated from the lighting district, and property tax in lieu of VLF. The revenue projection for total property tax revenue for FY22-23 is \$4.9 million. With a housing adjustment expected sometime in the near future, conservative growth rates have been used for FY22-23.

Sales & Use Taxes

A report from HdL, dated April 6, reflects receipts for the fourth quarter through December 2021 were 35.8% above the same period in 2020. The local economy has returned to pre-pandemic levels. One of the industries that was impacted the most was restaurants and hotels, and for the most part have fully recovered. The estimate for FY22-23 is \$3.4 million. With high inflationary rates, there are concerns of a slowdown in the economy. As such, adjustments to HdL's estimates have been factored into the projections for FY22-23.

Measure Y Local Sales Tax

According to HdL's latest report dated April 6, Measure Y generated 163.3% of the Bradley Burns amount, highlighted by solid of auto-transportation and general consumer goods. The projection for FY22-23 is \$5.4 million. Consideration for a slowdown or recession has been factored into the projections, similar to the reductions used for Sales & Use Taxes.

Transient Occupancy Tax

Transit Occupancy Tax (TOT) includes the newest hotel, Fairfield by Marriott. Revenues for FY22-23 are projected to be approximately \$325 thousand. The estimate has been reduced by factors indicative of a recession and the resulting effects it might have on leisure travel and lodging. A study and review of revenue for TOT, as well as UUT, are being considered for the next fiscal year.

Licenses & Permits

Licenses & Permits are projected to show modest growth for FY22-23 at \$958 thousand. A slowdown in the economy could affect this revenue category as well, but adjustments have not been factored into the estimate at this time.

Fines & Forfeitures

Fines & Forfeitures revenue include red light camera and parking fines, and other moving violations. COVID related challenges have negatively impacted revenue from the Photo Enforcement program as well as parking citation revenue. Revenue is expected to return to a normalized level in the next fiscal year.

Charges for Services

The majority of revenue for this revenue category is generated by the Recreation Department's various programs, classes, and special events. Increased participation is anticipated for FY22-23, and is expected to exceed FY21-22, barring any recurrence of pandemic, or recessionary impacts.

General Fund Proposed Expenditures

The proposed expenditures represent further restructuring of the City's internal operations in order to meet the goals set forth in the departments and the City. Projected expenditures for FY22-23 are \$20.4 million. Salaries reflect the recently negotiated two-year MOU agreements and corresponding cost of living adjustments.

The table below reflects the Preliminary General Fund Budget for department expenditures for FY22-23, including additional proposed staffing positions.

Department	FY2022-23 Proposed
City Council	\$ 66,895
Administration (City Manager, City Clerk, HR)	1,053,023
Finance	835,327
City Attorney	196,000
Police	8,005,752
Development Services	4,436,904
Recreation and Community Services	2,104,743
Non-Departmental	2,443,181
Total Expenditures	19,141,825
Interfund Operating Transfers	1,225,500
Total Operating Expenditures and Transfers	\$ 20,367,325

Administration (City Manager, City Clerk, Human Resources)

Administration includes the City Manager, City Clerk, and Administrative Services Manager. A name change for the department was made in the previous budget year to better reflect best practices. The staff is currently analyzing the department's long-term needs and has elected not to fill the Executive Assistant position at this time. As such, the cost of this position has not been included in the budget. Contractual Services have been increased for FY22-23 in anticipation of undertaking a Cost Recovery Study. Total department expenditures for Administration for FY22-23 are projected to be approximately \$1.1 million.

Finance

The Finance Department now consists of four full-time staff, including a Finance Director, a Finance Manager, an Accountant, and a Senior Finance Assistant. The newly created and approved Finance Manager position replaces the part-time Special Projects Coordinator. The Finance Manager will ensure that the department's internal controls are in compliance with GFOA standards, a note that was referenced as a potential finding in a recent audit. In addition to providing direction for day-to-day supervision of support staff, the Finance Manager will perform specialized and complex assignments, including support for the budget and audit. The department is expected to undertake many long-term goals, including studies for banking services, cost recovery and allocation, and financial system enhancements. Total department expenditures for Finance for FY22-23 are projected to be \$835 thousand.

Police

The Police budget consists of nine divisions: Administration, Patrol, Investigation, Records, Communication, Community Outreach, Youth Programs, Traffic, and Emergency Preparedness. Staffing assumes the full complement of sworn personnel at 24 sworn officers. Part-time salaries have been increased in Traffic and Records for two additional Police Aides. In addition, a full-time Records Specialist is being added that replaces the CLO at no additional cost. The overall cost increase from the FY21-22 budget is approximately \$630 thousand, and can be attributed to higher salaries and associated increases in benefits, and increase in Materials, Supplies, and Services. The total

department expenditures for FY22-23 are projected to be \$8.0 million.

Development Services

Development Services consist of Administration, Planning, Neighborhood Preservation, Building Inspection, NPDES, Street, Park, and Facility Maintenance, and City Engineer. The two administration divisions have been combined and consolidated into one - Community Development/Public Works Administration, to better align services and reduce redundancy. A new division of Economic Development is also being proposed. Under the proposed staffing structure, a "supervisor" level position will be in each division. The clerical staff will report to the Department Secretary. The Associate Planner, Code Enforcement, Economic Development, and the receptionist will report to the Development Services Manager. The Director will directly oversee Public Works, Engineering, Building & Safety, and the analyst(s).

For the Economic Development division, a full-time Economic Development Supervisor is being proposed, for a limited term, and will be funded by ARPA. This position will be responsible for Business Licensing and additional oversight of HdL's Business License processing, the Banner Program, Economic Development initiatives, Outdoor Dining, Employment, and New Business Programs, to name a few.

An increase to part-time salaries is being proposed for two additional Public Works Maintenance Workers (20-25 hours/week), to provide coverage in gap areas, weekend trash cleanup at the parks, cleaning the Police Department and Community Center on Fridays and Saturdays, cleaning the parks restrooms on Friday and Saturday evenings, and coverage for Friday and Saturday for accidents, bulk item pickup, and assistance with Recreation events.

For Code Enforcement, a full-time officer is being proposed. This would include code enforcement duties to provide coverage for a full seven days per week, and Strategic Code Enforcement and Housing Solution Assistant Programs. Total department expenditures for Development Services for FY22-23 are projected to be \$4.4 million.

Recreation and Community Services

Recreation and Community Services include divisions for Administration, Community Services, Day Camp, Play Grounds, Sports, Special Classes and Special Events. For staffing, a full-time Recreation Coordinator is planned for FY22-23. This position will provide support for Contract Classes and registration, Staff Enrichment Taught classes, Adaptive Programs, Preschool Program, Weekend of Art, Tennis, and support for various department events, like Week of Los Al Street Fair, Winter Wonderland, and 4th of July.

In addition, Part-Time Salaries are being increased for two additional Community Services Coordinators and a Recreation Specialist and will support all existing senior programs, develop new senior programs as a result of the City's Senior Needs Assessment, in addition to providing support to year-round events, marketing and social media. The Department Secretary is expected to retire in December 2023, creating some salary savings for FY23-24. Total department expenditures for Recreation and Community Services are projected to be \$2.1 million for FY22-23.

Summary of Proposed Staffing Changes

In total, there are 2 General Fund Full-Time positions being proposed, and an increase in Part-Time Salaries in Police, Development Services, and Recreation. There is also a limited term position proposed to be funded through use of the ARPA funds. Discussion of the proposed positions and corresponding responsibilities is included in the department expenditure sections above. A summary of the proposed positions, including an increase in Part-Time Salaries, Full-Time Salaries, and the respective departmental costs are highlighted below:

**Summary of Additional Staffing
FY2022-23**

Change	Position	Full-Time Salaries	Part-Time Salaries Budget Increase
<u>Police</u>			
	PT Police Aide (2)		\$ 46,870
	FT Records Specialist (replaces CLO)	\$ -	
<u>Development Services</u>			
	FT Economic Development Supv	ARPA	
	PT Pubic Works Maint Worker (2)		\$ 52,998
1	FT Code Enforcement Officer	\$ 85,218	
1			
<u>Recreation</u>			
1	FT Recreation Coordinator	\$ 85,237	
	PT Community Services Coord (2)		\$ 59,584
	PT Recreation Specialist	\$ -	\$ 25,733
1			
2	FT	\$ 170,455	\$ 185,185

Non-Departmental

Non-Departmental includes contractual services not associated with other departments, retiree health insurance costs, credit card processing fees, contributions to North SPA, and capital projects funded by Measure Y and General Fund.

Interfund Operating Transfers Out

Interfund transfers from the General Fund are to other funds to cover Debt Service payments (Fund 31), capital improvement projects funded by the General Fund (Building Improvement Fund 25), transfers to cover facility improvements (Fund 25), and transfers to cover self-insurance costs (Fund 54).

Internal Service Charges

There are no changes being proposed to the Internal Service Charges for FY22-23, as a review was conducted during the prior budget. The Internal Service Charges will be reviewed in connection with the Cost Recovery Study to determine proper levels of cost recovery and allocation methodology.

The proposed expenditures represent further restructuring of the City's internal operations in order to meet the goals set forth in the departments and the City. Projected expenditures for FY22-23 are \$20.4 million.

Capital Funding Needs

Due to years of necessary cuts to maintain a balanced budget in the past, the City Council has highlighted the City's infrastructure as an area of desired focus. In order to address this, staff has developed an aggressive Capital Improvement Program aimed at ensuring the long-term viability of these vital City systems.

Below is a list of the proposed Capital Improvement Projects for FY22-23. These projects are already included within the proposed budgets. It is important to note that due to the City's access to alternative funding sources and insightful planning, approximately 56% of these projects are funded primarily through non-General Fund sources. Out of a total of \$4.2 million in proposed projects, \$1.8 million in matching funds from the City's General Fund Measure Y would be required. Last year the City's CIP program was \$2.9 million, and over the past few years, the City has undertaken an average of \$350,000 in Capital Improvement Projects. The proposed Capital Improvement Projects for FY22-23 are listed below:

Other Funds

The City additionally has twelve (12) special revenue funds, one debt service fund, four (4) capital projects funds and five (5) internal service funds for budget purposes. Illustrated below is a comprehensive review of all other funds. Sufficient funds are available to cover the proposed expenditures/transfers.

		Estimated Fund Balance June 30, 2022	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2023	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2024
10	General Fund							
	Unassigned	\$ 12,107,108	\$ 21,348,825	\$ 20,367,325	\$ 13,088,608	\$22,677,715	\$ 19,332,012	\$ 16,434,311
	OPEB	500,000	-	-	500,000	-	-	500,000
	PERS Reserves	3,620,000	-	-	3,620,000	-	-	3,620,000
	TOTAL GENERAL FUND	16,227,108	21,348,825	20,367,325	17,208,608	22,677,715	19,332,012	20,554,311
	OTHER FUNDS							
19	CDBG	166,734	350,000	350,000	166,734	300,000	-	466,734
20	Gas Tax	60,190	606,888	882,500	(215,422)	606,888	120,000	271,466
21	Public Safety Aug. Fund	18,487	133,116	105,000	46,603	138,435	120,000	65,038
22	Supp. Law Enforcement	69,919	171,200	140,000	101,119	171,200	140,000	132,319
23	AQMD	61,580	15,700	6,865	70,415	15,700	6,865	79,250
24	Street & Alley Improvement	6,790	50	-	6,840	50	-	6,890
25	Building Improvement	18,626	150,400	147,000	22,026	150,400	-	172,426
26	Measure M	490,962	281,513	141,023	631,452	229,990	-	861,442
27	Asset Seizure	21,411	400	-	21,811	400	-	22,211
28	Los Alamitos TV	52,084	31,900	45,820	38,164	31,900	45,820	24,244
29	OTS Fund	66,149	15,500	5,000	76,649	15,500	5,000	87,149
31	Debt Service	255	215,600	215,494	361	215,600	215,494	467
40	Park Development	626,522	4,400	-	630,922	4,400	-	635,322
42	Capital Outlay	-	-	-	-	-	-	-
44	Traffic Improvement	72,132	292,500	275,000	89,632	17,500	-	107,132
50	Vehicle & Equipment ISF	264,001	316,750	554,312	26,439	670,000	589,312	107,127
51	Police Capital ISF	178,602	40,000	-	218,602	40,000	-	258,602
52	Facilities, Streets, Parks ISF	609,304	100,000	690,000	19,304	-	-	19,304
53	Technology Replacement ISF	229,280	190,000	288,466	130,814	190,000	263,966	56,848
54	Self Insurance ISF	216,047	661,000	841,233	35,814	901,000	878,800	58,014
55	Coronavirus Relief Fund	246,043	-	246,043	-	-	-	-
56	American Rescue Plan Act Funding	855,116	1,363,442	700,000	1,518,558	-	1,518,558	-
	ALL FUNDS	20,557,340	26,289,184	26,001,081	20,845,443	26,376,678	23,235,827	23,986,294

Updated Long-Term Model

The long-term model has been updated and reflects capital improvements, but before any other program costs. The updated five-year long-term model is presented below:

Five-Year Forecast

	Projection <u>FY21-22</u>	Forecast <u>FY22-23</u>	Forecast <u>FY23-24</u>	Forecast <u>FY24-25</u>	Forecast <u>FY25-26</u>	Forecast <u>2026-27</u>
Revenues:						
Total Revenues	20,023,569	21,348,825	22,677,715	21,609,152	22,072,573	22,549,685
Expenditures:						
Total Expenditures	<u>17,412,065</u>	<u>20,367,325</u>	<u>19,332,012</u>	<u>19,721,390</u>	<u>20,066,415</u>	<u>20,416,639</u>
Projected Budget Surplus						
Before Other Program Costs	2,611,504	981,500	3,345,703	1,887,762	2,006,158	2,133,046

The projected surplus of \$2.6 million for FY21-22, is a result of higher than anticipated revenues primarily from property taxes, sales & use taxes, and Measure Y local sales taxes, and also represents some salary savings from unfilled positions within the Police Department. Surplus positions are projected for the new budget FY22-23 and FY23-24, at \$982k and \$3.4 million, respectfully. The projected surplus for FY23-24, assumes the balance of the transfer from the ARPA Fund to the General Fund for previous revenue loss. For forecast years 2 through 5 (FY23-24 to FY26-27), the long-term model includes the

assumption of CIP expenditures at \$1 million per fiscal year. The projected surpluses are before any other program costs, such as additional reserve set aside, or pension UAL cost reduction.

Other Considerations

Previous discussions with the Budget Standing Committee and Council during 2022 have included review of the pension unfunded accrued liability (UAL) and possible funding options. Some of the additional considerations for the BSC include establishing annual targets for surplus and CIP, additional reserves and set asides, investments, and related policies.

In connection with UAL, staff has done additional work and has contacted a Public Financial Advisory firm (PFM) to solicit advice regarding funding options for paying down the UAL. Funding for the UAL includes many options, including “pay as you go” utilizing reserves (surplus) and cash (Additional Discretionary Payments), “CalPERS Fresh Start Program”, pension obligation bonds, tax-exempt exchange, and use of a 115 Trust, or combinations of various options, to reach an earlier paydown of the UAL. There are costs and estimated savings associated with each of the various options.

Staff will return at a later date for follow-up discussions with the BSC regarding these additional items for consideration, including a presentation from PFM in connection with the feasibility of issuing pension obligation bonds (POB) for funding the UAL.

Summary

Should the City Council approve the recommended budget actions above, the estimated surplus (revenues \$21.3 million exceeding expenditures \$20.4 million) for FY22-23 would be \$981,500, as follows:

<u>FY 2022-23</u>	
Proposed Revenues	\$ 21,348,825
Proposed Expenditures	<u>20,367,325</u>
Estimate surplus before any additional actions	\$ 981,500

FISCAL IMPACT

The fiscal impact associated with the various budget actions being recommended are incorporated in the FY22-23 Proposed Budget. This report presents the proposed Annual Operating and Capital Improvement Program Budget for Fiscal Year 2022-23.

- Attachment: 1. Resolution No. 2022-22 - Fiscal Year 2022-23 Budget and CIP
 2. Exhibit A - Budget 2022-23

RESOLUTION NO. 2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23

WHEREAS, the City Manager, in accordance with Article XII, Sections 1201 and 1202 of the City Charter, has prepared and submitted a proposed annual budget for Fiscal Year 2022-23; and,

WHEREAS, the City Council has reviewed the proposed budget and conducted a Public Hearing on said budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Los Alamitos does hereby approve and adopt the Fiscal Year 2022-23 Budget as presented within the Proposed Annual Budget attached hereto as, Exhibit A.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of June, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council held on the 13th day of June, 2022, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk



FY 2022-23, FY 2023-24 Proposed Budget

CITY OF LOS ALAMITOS PROPOSED BUDGET

For Fiscal Year 2022-23, 2023-24

Shelley Hasselbrink
Mayor

Tanya Doby
Mayor Pro-Tem

Ron Bates
Council Member

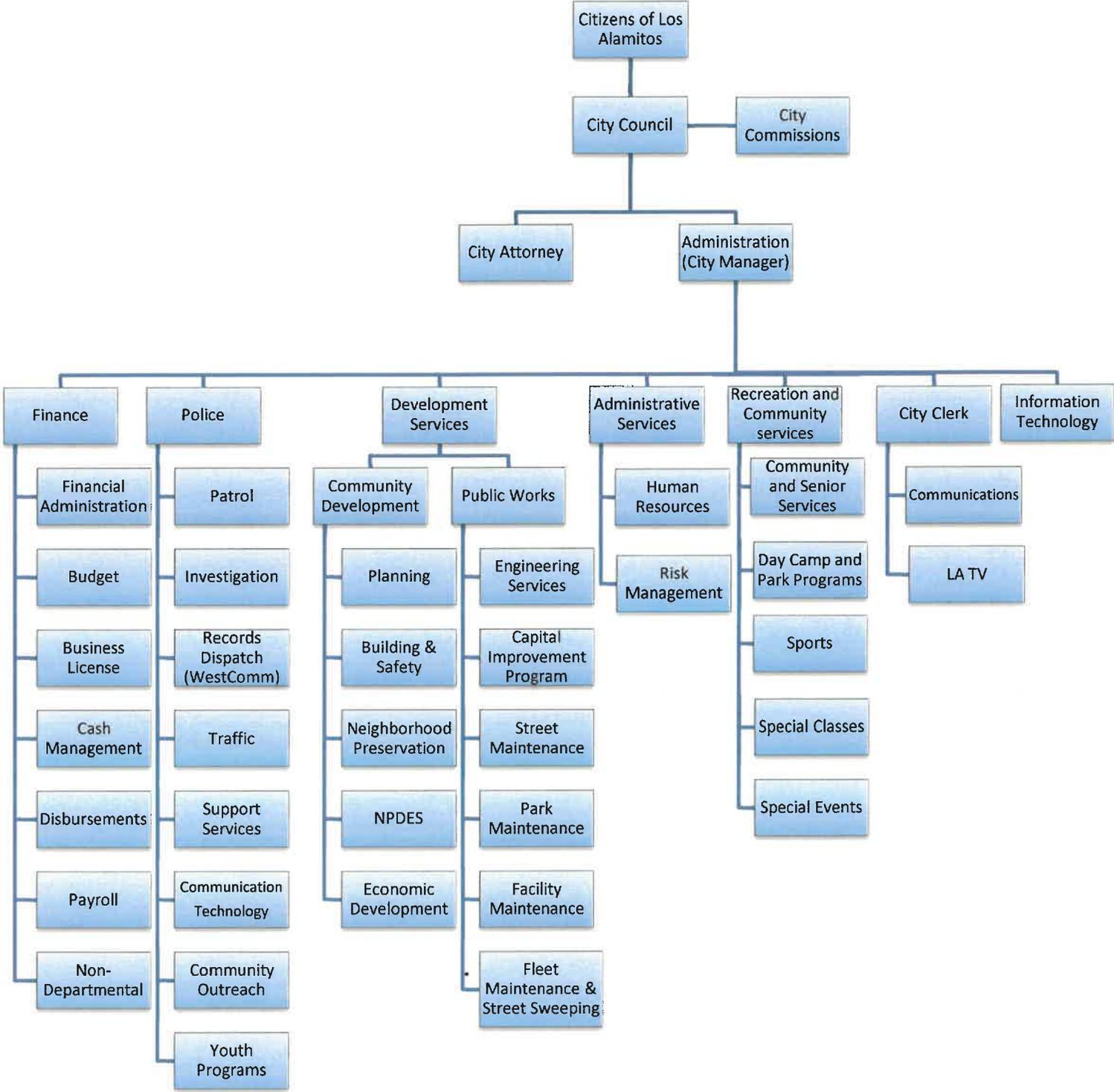
Marc Chirco
Council Member

Jordan Nefulda
Council Member

Submitted to the
City Council by:
Chet Simmons
City Manager



CITY OF LOS ALAMITOS Organization



Administrative Officials

City Manager

Chet Simmons, City Manager

City Clerk

Windmera Quintanar, MMC, City Clerk

City Attorney

Michael S. Daudt, City Attorney

Finance

Craig Koehler, Finance Director

Development Services

Ron Noda, Development Services Director

Police

Michael Clayborn, Chief of Police

Engineering

Chris Kelly, City Engineer

Recreation and Community Services

Emeline Noda, Recreation and Community Services Director



FY 2022-23, FY 2023-24

Summary of Sources and Uses by Fund



City of Los Alamitos
For Fiscal Year 2022-23, 2023-24
Proposed Budget
Summary of Sources and Uses by Fund

	Estimated Fund Balance June 30, 2022	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2023	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2024
10 General Fund							
Unassigned	\$ 12,107,108	\$ 21,348,825	\$ 20,367,325	\$ 13,088,608	\$ 22,677,715	\$ 19,332,012	\$ 16,434,311
OPEB	500,000	-	-	500,000	-	-	500,000
PERS Reserves	3,620,000	-	-	3,620,000	-	-	3,620,000
TOTAL GENERAL FUND	16,227,108	21,348,825	20,367,325	17,208,608	22,677,715	19,332,012	20,554,311
OTHER FUNDS							
19 CDBG	166,734	350,000	350,000	166,734	300,000		466,734
20 Gas Tax	60,190	606,888	882,500	(215,422)	606,888	120,000	271,466
21 Public Safety Aug. Fund	18,487	133,116	105,000	46,603	138,435	120,000	65,038
22 Supp. Law Enforcement	69,919	171,200	140,000	101,119	171,200	140,000	132,319
23 AQMD	61,580	15,700	6,865	70,415	15,700	6,865	79,250
24 Street & Alley Improvement	6,790	50	-	6,840	50	-	6,890
25 Building Improvement	18,626	150,400	147,000	22,026	150,400		172,426
26 Measure M	490,962	281,513	141,023	631,452	229,990	-	861,442
27 Asset Seizure	21,411	400	-	21,811	400	-	22,211
28 Los Alamitos TV	52,084	31,900	45,820	38,164	31,900	45,820	24,244
29 OTS Fund	66,149	15,500	5,000	76,649	15,500	5,000	87,149
31 Debt Service	255	215,600	215,494	361	215,600	215,494	467
40 Park Development	626,522	4,400	-	630,922	4,400	-	635,322
42 Capital Outlay	-	-	-	-	-	-	-
44 Traffic Improvement	72,132	292,500	275,000	89,632	17,500	-	107,132
50 Vehicle & Equipment ISF	264,001	316,750	554,312	26,439	670,000	589,312	107,127
51 Police Capital ISF	178,602	40,000	-	218,602	40,000	-	258,602
52 Facilities, Streets, Parks ISF	609,304	100,000	690,000	19,304	-	-	19,304
53 Technology Replacement ISF	229,280	190,000	288,466	130,814	190,000	263,966	56,848
54 Self Insurance ISF	216,047	661,000	841,233	35,814	901,000	878,800	58,014
55 Coronavirus Relief Fund	246,043	-	246,043	-	-	-	-
56 American Rescue Plan Act Funding	855,116	1,363,442	700,000	1,518,558	-	1,518,558	-
ALL FUNDS	20,557,340	26,289,184	26,001,081	20,845,443	26,376,678	23,235,827	23,986,294



FY 2022-23, FY 2023-24

Summary of Transfers

In & Out



**City of Los Alamitos
Proposed Budget
For Fiscal Year 2022-23, 2023-24**

Summary of Transfers In & Out

Transfer From	Transfer To	FY 2021-22	FY2022-23	FY2023-24	Purpose
		Amount	Amount	Amount	
General Fund (10)	Facilities (52)	-	100,000	100,000	Funding for future facilities, streets, & parks projects
General Fund (10)	Self Insurance (54)	660,000	660,000	900,000	Funding for insurance, claims, & workers' comp
General Fund (10)	Buildg Improv (25)	240,000	150,000	150,000	Funding for building improvements
General Fund (10)	Debt Service (31)	213,500	215,500	215,500	Funding for bond payments principal and interest
		1,113,500	1,125,500	1,365,500	
Gas Tax (20)	General Fund (10)	-	120,000	120,000	Reimbursing GF for street-related maintenance
PSAF (21)	General Fund (10)	110,000	105,000	120,000	Reimbursing GF for public safety expenditures
SLESF (22)	General Fund (10)	140,000	140,000	140,000	Reimbursing GF for public safety expenditures
Office of Traffic Safety (29)	General Fund (10)	5,000	5,000	5,000	Reimbursing GF for traffic safety activity
CARES (55)	General Fund (10)		246,043	-	Reimbursing GF for Pandemic related expenses
ARPA (56)	General Fund (10)	-	600,000	1,518,558	Reimbursing GF for revenue loss
		255,000	1,216,043	1,903,558	



FY 2022-23, FY 2023-24

Summary of Internal Service Charges



**City of Los Alamitos
Proposed Budget
For Fiscal Year 2022-23**

Summary of Internal Service Charges

Department/Division	Account	Amount	Purpose
GF - City Council	10-510-5287	1,600	Information Technology ISF
GF - City Manager/Clerk	10-511-5287	20,900	Information Technology ISF
GF - Finance	10-512-5287	17,100	Information Technology ISF
GF - Police Administration	10-521-5287	12,350	Information Technology ISF
GF - Police Patrol	10-522-5287	24,700	Information Technology ISF
GF - Police Investigation	10-523-5287	9,500	Information Technology ISF
GF - Police Records	10-524-5287	13,300	Information Technology ISF
GF - Police Traffic	10-528-5287	1,900	Information Technology ISF
GF - CDD Administration	10-531-5287	16,150	Information Technology ISF
GF - Planning	10-532-5287	5,700	Information Technology ISF
GF - Neighborhood Preservation	10-533-5287	8,280	Information Technology ISF
GF - Building Inspection	10-534-5287	4,750	Information Technology ISF
GF - Public Works Admin.	10-541-5287	9,500	Information Technology ISF
GF - Street Maintenance	10-542-5287	1,900	Information Technology ISF
GF - Park Maintenance	10-543-5287	1,900	Information Technology ISF
GF - Economic Development	10-545-5287	1,900	Information Technology ISF
GF - Recreation Admin.	10-551-5287	19,000	Information Technology ISF
GF - Community Services	10-553-5287	4,750	Information Technology ISF
GF - Special Classes	10-557-5287	4,750	Information Technology ISF
PEG - Los Al TV	28-518-5287	5,320	Information Technology ISF
Vehicles & Equipment ISF	50-546-5287	4,750	Information Technology ISF
		190,000	Total GL Account 53-4475
GF - City Manager/Clerk	10-511-5286	1,210	Vehicle & Equipment Replacement ISF
GF - Finance	10-512-5286	1,210	Vehicle & Equipment Replacement ISF
GF - Police Administration	10-521-5286	31,460	Vehicle & Equipment Replacement ISF
GF - Police Patrol	10-522-5286	89,450	Vehicle & Equipment Replacement ISF
GF - Police Investigation	10-523-5286	31,460	Vehicle & Equipment Replacement ISF
GF - Police Records	10-524-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Police Traffic	10-528-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Neighborhood Preservation	10-533-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Street Maintenance	10-542-5286	41,140	Vehicle & Equipment Replacement ISF
GF - Park Maintenance	10-543-5286	26,620	Vehicle & Equipment Replacement ISF
GF - Economic Development	10-545-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Recreation Admin.	10-551-5286	4,840	Vehicle & Equipment Replacement ISF
		246,750	Total GL Account 50-4470
GF - Non Departmental	10-560-5486	70,000	Vehicle Capital Replacement
		70,000	Total GL Account 50-4480
GF - Police Administration	10-521-5288	40,000	Police Capital Replacement
		40,000	Total GL Account 51-4481



FY 2022-23, FY 2023-24 General Fund Summary



City of Los Alamitos
General Fund Summary
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
REVENUE SUMMARY					
PROPERTY TAXES	4,454,780	4,584,079	4,695,498	4,899,967	5,096,898
OTHER TAXES	7,359,438	8,429,158	10,100,045	9,919,350	10,238,294
UTILITY USER TAXES	1,834,204	2,009,900	2,032,310	2,052,487	2,062,487
FRANCHISE FEES	699,656	667,836	665,300	671,300	677,300
LICENSES & PERMITS	905,030	1,036,403	922,861	958,200	971,200
FINES & FORFEITURES	361,037	738,309	318,378	669,000	789,000
USE OF MONEY & PROPERTY	131,907	229,280	240,000	180,000	190,000
OTHER AGENCIES	132,394	120,200	46,000	12,200	12,200
CHARGES FOR CURRENT SVCS	517,211	620,903	660,907	702,278	668,778
MISCELLANEOUS	457,847	68,000	87,270	68,000	68,000
TOTAL REVENUE	16,853,504	18,504,068	19,768,569	20,132,782	20,774,157
TRANSFERS IN	375,000	375,000	255,000	1,216,043	1,903,558
TOTAL REVENUE & TRANSFERS IN	17,228,504	18,879,068	20,023,569	21,348,825	22,677,715
EXPENDITURE SUMMARY					
CITY COUNCIL	53,252	66,895	60,171	66,895	66,895
ADMIN - CITY MGR, CITY CLK, HR	779,730	1,051,340	995,166	1,053,023	1,162,927
FINANCE	675,624	725,906	723,148	835,327	861,579
CITY ATTORNEY	205,349	176,000	175,967	196,000	196,000
POLICE	5,938,602	7,376,168	6,866,933	8,005,752	8,279,348
DEVELOPMENT SERVICES	2,841,215	3,583,623	3,476,781	4,436,904	4,578,490
RECREATION	1,330,729	1,775,322	1,791,392	2,104,743	2,325,772
NON-DEPARTMENTAL	1,110,948	1,856,836	2,209,006	2,443,181	595,500
TOTAL EXPENDITURES	12,935,449	16,612,090	16,298,565	19,141,825	18,066,512
TRANSFERS OUT	959,000	1,303,500	1,113,500	1,225,500	1,265,500
TOTAL EXPENDITURES & TRANSFERS OUT	13,894,449	17,915,590	17,412,065	20,367,325	19,332,012
REVENUE OVER/(UNDER) EXPENDITURES	3,334,055	963,478	2,611,504	981,500	3,345,704
BEGINNING FUND BALANCE	10,281,548	10,300,143	13,640,603	16,252,108	17,233,607
ENDING FUND BALANCE	13,615,603	11,263,621	16,252,108	17,233,607	20,579,311
SUMMARY BY FUNCTION					
SALARIES & BENEFITS	7,760,350	10,027,781	9,298,159	11,375,770	12,172,949
MATERIALS, SUPPLIES, & SERVICES	5,175,099	6,204,268	7,000,406	7,766,056	5,893,562
TRANSFERS OUT	959,000	1,303,500	1,113,500	1,225,500	1,265,500
TOTALS	13,894,449	17,535,549	17,412,065	20,367,325	19,332,012



FY 2022-23, FY 2023-24 General Fund Revenues



City of Los Alamitos
General Fund Summary
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
4000	CURRENT SECURED PROPERTY TAXES	2,590,991	2,590,542	2,674,112	2,797,131	2,920,311
4001	CURRENT UNSECURED PROPERTY TAX	82,802	83,888	84,660	86,306	92,695
4002	PRIOR YEARS PROPERTY TAXES	19,360	17,000	15,000	17,000	18,000
4003	SUPPLEMENTAL PROPERTY TAXES	58,030	50,000	40,000	40,000	40,000
4004	PUBLIC UTILITY PROPERTY TAXES	44,448	39,001	39,000	39,000	39,000
4005	HOMEOWNER'S EXEMPTION	13,265	10,000	3,540	11,000	11,000
4006	LIGHTING DISTRICT PROPERTY TAX	124,514	324,000	324,000	325,000	325,000
4007	REAL ESTATE TRANSFER TAX	170,444	80,000	80,547	80,000	80,000
4008	PROPERTY TAX IN LIEU OF VLF	1,350,926	1,405,909	1,451,024	1,522,932	1,590,093
4009	COUNTY PROPERTY TAX ADMIN CHG		(16,261)	(16,385)	(18,402)	(19,201)
	PROPERTY TAXES TOTAL	4,454,780	4,584,079	4,695,498	4,899,967	5,096,898
4100	SALES TAX	3,293,529	3,044,000	3,259,745	3,328,270	3,447,541
4101	SALES TAX - LOCAL	1,486,054	4,438,588	5,657,850	5,371,740	5,564,000
4105	SALES TAX GUARANTEE - CONSLDTD	75,000	75,000	75,000	75,000	75,000
4106	SALES TAX GUARANTEE - MED CNTR		21,400	-	-	-
4170	TRANSIENT OCCUPANCY TAX	223,450	180,670	292,734	325,340	327,753
4250	BUSINESS LICENSES	885,569	662,600	807,816	810,000	815,000
4251	BUSINESS LICENSES - SB1186	9,372	6,900	6,900	9,000	9,000
	OTHER TAXES TOTAL	5,972,974	8,429,158	10,100,045	9,919,350	10,238,294
4160	UTILITY TAX - ELECTRICITY	1,104,129	1,280,390	1,280,000	1,293,194	1,303,194
4161	UTILITY TAX - NATURAL GAS	154,864	131,200	154,000	155,000	155,000
4162	UTILITY TAX - TELEPHONE	331,593	336,000	336,000	339,360	339,360
4163	UTILITY TAX - WATER	243,618	262,310	262,310	264,933	264,933
	UTILITY USER TAXES TOTAL	1,834,204	2,009,900	2,032,310	2,052,487	2,062,487
4201	CABLE TV FRANCHISE FEES	175,778	160,384	160,000	161,000	162,000
4202	REFUSE FRANCHISE FEES	216,193	206,773	206,000	207,000	209,000
4203	ELECTRIC FRANCHISE FEES	220,564	217,282	217,000	219,000	220,000
4204	GAS FRANCHISE FEES	33,909	29,965	29,000	30,000	31,000
4205	WATER FRANCHISE FEES	51,881	52,143	52,000	53,000	54,000
4206	SB1383 REGULATORY					
4207	PIPELINE FRANCHISE FEES	1,331	1,289	1,300	1,300	1,300
4208	STREET SWEEPING OFFSET					
	FRANCHISE FEES TOTAL	699,656	667,836	665,300	671,300	677,300
4260	BUILDING PERMITS	312,673	341,402	318,000	325,000	325,000
4261	ELECTRICAL PERMITS	68,869	90,050	50,000	70,000	70,000
4262	MECHANICAL PERMITS	36,884	45,427	30,000	37,000	37,000
4263	PLUMBING PERMITS	39,923	46,047	32,500	40,000	40,000
4264	PUBLIC WORKS PERMITS	210,313	270,216	214,500	219,000	219,000
4265	PLANNING PERMITS	77,924	80,686	79,000	81,000	81,000
4266	BICYCLE LICENSES	-	-	-	-	-
4268	TECHNOLOGY/AUTOMATION FEE	45,184	31,100	46,000	47,000	47,000
4269	GENERAL PLAN FEE	5,637	3,137	5,750	5,900	5,900
4300	MOTOR VEHICLE IN LIEU	-	-	13,329	-	13,000
4400	BUILDING PLAN CHECKS	84,910	104,415	110,482	110,000	110,000
4401	NPDES INSPECTIONS	22,454	22,903	23,000	23,000	23,000
4403	TRACT/PARCEL MAPS PLAN CHECK	259	1,020	200	300	300
4404	PERMIT ISSUANCE CHARGE	-	-	100	-	-
	LICENSES & PERMITS TOTAL	905,030	1,036,403	922,861	958,200	971,200
					4%	1%
4702	CODE ENFORCEMENT COST RECOVERY	375	502	2,000	500	500
4703	RED LIGHT CAMERA FINES	173,333	400,000	110,518	350,000	450,000



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
4704	PARKING FINES	79,081	140,127	87,342	130,000	140,000
4705	MOVING VIOLATIONS	103,844	189,180	110,518	180,000	190,000
4706	DUI COST RECOVERY	4,404	8,500	8,000	8,500	8,500
	FINES & FORFEITURES TOTAL	361,037	738,309	318,378	669,000	789,000
4620	INVESTMENT EARNINGS	131,907	229,280	240,000	180,000	190,000
4621	FAIR MARKET VALUE ADJUST	-	-	-	-	-
	USE OF MONEY & PROPERTY TOTAL	131,907	229,280	240,000	180,000	190,000
4301	POST REIMBURSEMENTS	2,378	12,000	1,000	1,000	1,000
4306	SRO REIMBURSEMENT	-	-	-	-	-
4324	BSCC LOCAL ASSISTANCE	1,200	1,200	-	1,200	1,200
4325	MISC. POLICE REIMBURSEMENT	24,316	7,000	45,000	10,000	10,000
4381	OCTA CATCH BASIN GRANT	104,500	100,000	-	-	-
	REVENUE FROM OTHER AGENCIES TOTAL	132,394	120,200	46,000	12,200	12,200
4402	SALE OF MAPS AND COPIES	259	118	100	118	118
4450	FINGERPRINTING	640	605	500	605	605
4451	POLICE REPORTS	562	725	800	725	725
4452	POLICE DEPARTMENT ALARM FEES	9,124	11,456	1,000	11,456	11,456
4501	ARTS & CRAFTS - ADULTS	5,676	8,000	2,900	4,600	5,400
4505	BASKETBALL - ADULT	-	2,250	2,750	2,700	2,700
4506	BASKETBALL - YOUTH	31,329	16,750	26,790	31,000	31,000
4513	DANCE - ADULT	17,058	10,000	16,000	19,000	20,700
4517	DAY CAMPS	119,193	55,000	95,000	105,000	110,000
4519	EDUCATION - ADULT	4,188	2,250	3,000	3,000	5,000
4523	EXERCISE & FITNESS - ADULT	7,075	7,500	22,000	15,000	17,000
4526	FACILITY RENTAL - COMM CENTER	12,390	40,000	25,000	25,000	25,000
4527	FACILITY RENTAL - GYM	3,041	12,000	23,000	24,000	24,000
4528	FACILITY RENTAL-PICNIC SHELTER	680	7,000	4,760	6,000	6,000
4529	FACILITY RENTAL LIABILITY	582	3,000	2,000	2,000	2,000
4530	FIELD FEES (LAUREL)	5,781	7,500	5,500	6,500	6,500
4533	FIELD LIGHT FEES (LAUREL)	3,408	1,500	2,700	2,200	2,200
4534	FIELD LIGHT FEES (MCAULIFFE)	3,762	7,200	6,800	6,800	6,800
4535	FIELD LIGHT FEES (OAK)	7,796	12,000	7,000	7,000	7,000
4536	FOOTBALL	6,820	3,000	5,700	3,500	3,500
4552	PRESCHOOL - READY, SET, GO	64,820	60,000	50,000	55,000	55,000
4553	RACE LOS AL	38	77,000	25,093	60,000	35,000
4559	SOCCER - ADULT	16,476	33,500	39,180	27,500	27,500
4560	SOCCER - YOUTH	3,396	1,250	2,500	2,500	2,500
4563	SPECIAL EVENTS	80,389	129,950	171,405	156,875	136,875
4564	SPECIAL INTEREST - ADULT	12,623	10,000	14,228	15,000	15,000
4568	T-BALL	1,118	1,200	-	1,200	1,200
4569	TENNIS CONTRACT	28,385	25,000	30,000	35,000	35,000
4570	TODDLER CLASSES	9,707	6,500	7,500	7,500	7,500
4571	TRACK & FIELD	-	1,750	1,750	2,500	2,500
4572	VOLLEYBALL	-	3,500	2,500	3,500	3,500
4573	VOLUNTEER PROGRAM	1,890	3,000	3,600	3,600	3,600
4587	FIELD PREP FEES	2,379	200	251	200	200
4588	SPECIAL INTEREST - CAMPS	29,118	8,000	12,000	12,000	12,000
4590	SPONSORSHIPS	8,250	34,500	29,500	25,000	25,000
4591	FIELD FEES (ORVILLE LEWIS)	-	200	-	200	200
4592	FIELD FEES (COTTONWOOD)	732	500	100	500	500
4593	PROCESSING FEES	18,526	12,000	18,000	18,000	18,000
	CHARGES FOR CURRENT SERVICES TOTAL	517,211	620,903	660,907	702,278	668,778



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
4406	CIP PLANS AND SPECIFICATIONS	30	-	-	-	-
4408	WATER MAIN REIMBURSEMENT	-	-	-	-	-
4830	SALE OF PROPERTY	-	-	-	-	-
4891	BAD DEBT	-	-	-	-	-
4894	INSURANCE REIMBURSEMENT	-	-	-	-	-
4896	DAMAGE TO CITY PROPERTY	-	-	-	-	-
4898	DONATIONS	-	-	-	-	-
4898.1801	DONATIONS - SSL	-	-	-	-	-
4899	MISCELLANEOUS REVENUE	457,817	68,000	87,270	68,000	68,000
	MISCELLANEOUS REVENUE TOTAL	457,847	68,000	87,270	68,000	68,000
4920	TRANSFERS IN - GAS TAX (20)	120,000	120,000	-	120,000	120,000
4921	TRANSFERS IN - PSAF (21)	110,000	110,000	110,000	105,000	120,000
4922	TRANSFERS IN - SLESF (22)	140,000	140,000	140,000	140,000	140,000
4929	TRANSFERS IN - TRAFFIC SAFETY (29)	5,000	5,000	5,000	5,000	5,000
4930	TRANSFERS IN - CRF (55)				246,043	
4931	TRANSFERS IN - ARPA (56)				600,000	1,518,558
	TRANSFERS IN TOTAL	375,000	375,000	255,000	1,216,043	1,903,558
		1,761,464				
	TOTALS	17,603,504	18,879,068	20,023,569	21,348,825	22,677,715



FY 2022-23, FY 2023-24

**General Fund
Expenditures**



City of Los Alamitos
General Fund Expenditure - City Council
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
10-510-5102	REGULAR SALARIES	24,438	24,000	24,000	24,000	24,000
10-510-5130	MEDICARE	354	365	365	365	365
10-510-5151	PART-TIME RETIREMENT	734	700	700	700	700
10-510-5162	LIFE INSURANCE	-	-	-	-	-
10-510-5201	SUPPLIES	3,697	3,125	3,759	3,125	3,125
10-510-5205	POSTAGE	21	300	300	300	300
10-510-5207	TRAVEL & TRAINING	700	6,000	6,000	6,000	6,000
10-510-5209	DUES & SUBSCRIPTIONS	14,541	14,280	14,280	14,280	14,280
10-510-5235	ADVERTISING	1,641	3,125	4,167	3,125	3,125
10-510-5237	EMPLOYEE SERVICE AWARDS	-	3,400		3,400	3,400
10-510-5238	COMMISSIONER APPRECIATION	526	5,000		5,000	5,000
10-510-5246	MEETING CABLECASTING	5,000	5,000	5,000	5,000	5,000
10-510-5287	TECHNOLOGY INTRNL SRVC CHG	1,600	1,600	1,600	1,600	1,600
TOTALS		53,252	66,895	60,171	66,895	66,895

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	25,526	25,065	25,065	25,065	25,065
MATERIALS, SUPPLIES, & SERVICES	27,726	41,830	35,106	41,830	41,830
TOTALS	53,252	66,895	60,171	66,895	66,895



City of Los Alamitos
General Fund Expenditure - Administration
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
10-511-5101	SALARIES - FULL-TIME	374,446	476,966	453,508	430,072	514,054
10-511-5103	SALARIES - PART-TIME	32,764	51,400	51,400	52,000	52,000
10-511-5118	CAR ALLOWANCE	12,000	12,000	12,000	15,600	15,600
10-511-5119	CELL ALLOWANCE	1,560	1,920	1,920	1,920	1,920
10-511-5126	SICK CONVERSION	1,708	1,800	1,664	1,800	1,800
10-511-5127	VACATION CONVERSION	3,099	4,000	11,619	12,000	12,000
10-511-5130	MEDICARE	6,170	6,959	6,020	7,606	7,714
10-511-5150	RETIREMENT	172,463	221,488	198,216	162,361	233,625
10-511-5151	PART-TIME RETIREMENT	745	2,056	1,304	2,080	2,080
10-511-5161	HEALTH INSURANCE	47,717	63,384	46,194	48,396	48,396
10-511-5162	LIFE INSURANCE	949	1,297	1,132	1,297	1,297
10-511-5163	DISABILITY INSURANCE	832	2,060	1,088	1,310	1,310
10-511-5201	SUPPLIES	5,706	8,000	8,000	11,500	11,500
10-511-5205	POSTAGE	13	100	100	100	100
10-511-5207	TRAVEL & TRAINING	1,437	5,000	5,000	5,000	5,000
10-511-5209	DUES & SUBSCRIPTIONS	2,021	1,800	3,205	8,871	8,871
10-511-5229	TUITION REIMB	6,820	-	1,686	-	-
10-511-5233	ELECTION EXPENSE	18,893	40,000	40,000	40,000	5,000
10-511-5235	ADVERTISING	1,595	2,500	2,500	2,500	2,500
10-511-5242	COMMUNICATION CHARGES	21,280	16,500	16,500	16,500	16,500
10-511-5260	CONTRACTUAL SERVICES	44,950	100,000	100,000	200,000	200,000
10-511-5266	CODIFICATION SERVICE	2,294	10,000	10,000	10,000	10,000
10-511-5286	GARAGE INTERNAL SRVC CHG	1,068	1,210	1,210	1,210	1,210
10-511-5287	TECHNOLOGY INTRNL SRVC CHG	19,200	20,900	20,900	20,900	10,450
TOTALS		779,730	1,051,340	995,166	1,053,023	1,162,927

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	654,453	845,330	786,065	736,442	891,796
MATERIALS, SUPPLIES, & SERVICES	125,277	206,010	209,101	316,581	271,131
TOTALS	779,730	1,051,340	995,166	1,053,023	1,162,927



City of Los Alamitos
General Fund Expenditure - Finance
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
10-512-5101	SALARIES - FULL-TIME	259,974	282,299	264,522	380,656	395,005
10-512-5103	SALARIES - PART-TIME	-	55,619	-	-	-
10-512-5118	CAR ALLOWANCE	3,600	3,600	3,600	3,600	3,600
10-512-5119	CELL ALLOWANCE	1,050	1,080	1,080	1,440	1,440
10-512-5120	OVERTIME	142	1,500	4,000	1,500	1,500
10-512-5126	SICK CONVERSION	1,467	1,500	1,500	1,500	1,500
10-512-5127	VACATION CONVERSION	2,623	4,000	3,730	4,000	4,000
10-512-5130	MEDICARE	3,928	6,201	3,427	3,473	3,519
10-512-5150	RETIREMENT	80,894	85,481	74,369	101,969	107,543
10-512-5151	PART-TIME RETIREMENT	-	2,086	-	-	-
10-512-5161	HEALTH INSURANCE	31,211	39,456	39,456	52,276	53,990
10-512-5162	LIFE INSURANCE	695	645	656	739	739
10-512-5163	DISABILITY INSURANCE	832	1,077	824	1,523	1,580
10-512-5201	SUPPLIES	5,056	4,000	6,000	7,000	7,000
10-512-5205	POSTAGE	6,408	5,640	5,640	6,000	6,500
10-512-5207	TRAVEL & TRAINING	770	2,200	2,200	2,500	2,500
10-512-5209	DUES & SUBSCRIPTIONS	1,678	1,140	1,140	1,400	1,400
10-512-5217	INSURANCE ADMIN COST	2,338	2,400	2,526	2,600	2,700
10-512-5218	EAP PROGRAM	267	271	242	300	300
10-512-5219	PRE-EMPLOYMENT EXPENSE	-	-	-	-	-
10-512-5220	ORAL BOARD EXPENSE	-	-	-	-	-
10-512-5222	SANITATION DIST USER FEE	8,153	8,397	8,238	8,400	8,500
10-512-5229	TUITION REIMBURSEMENT	-	2,200	2,200	2,500	2,500
10-512-5235	ADVERTISING	900	1,800	1,800	1,800	1,800
10-512-5260	CONTRACTUAL SERVICES	121,917	73,695	156,556	109,000	111,180
10-512-5262	ANIMAL CONTROL CONTRACT	78,489	76,085	75,908	77,000	78,000
10-512-5263	AUDIT SERVICES	28,470	30,912	30,912	31,530	32,161
10-512-5280	LEASED EQUIPMENT	16,690	14,312	14,312	14,312	14,312
10-512-5286	GARAGE INTERNAL SRVC CHG	1,072	1,210	1,210	1,210	1,210
10-512-5287	TECHNOLOGY INTRNL SRVC CHG	16,000	17,100	17,100	17,100	17,100
10-512-5290	MAINTENANCE-OFFICE EQUIP	1,000	-	-	-	-
TOTALS		675,624	725,906	723,148	835,327	861,579

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	386,416	484,544	397,164	552,675	574,416
MATERIALS, SUPPLIES, & SERVICES	289,208	241,362	325,984	282,652	287,163
TOTALS	675,624	725,906	723,148	835,327	861,579



City of Los Alamitos
General Fund Expenditure - City Attorney
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
10-513-5249	PROSECUTION SERVICES	29,546	-	19,967	20,000	20,000
10-513-5261	LEGAL SERVICES	158,715	156,000	156,000	156,000	156,000
10-513-5264	LITIGATION	17,088	20,000		20,000	20,000
TOTALS		205,349	176,000	175,967	196,000	196,000

SUMMARY BY FUNCTION:

SALARIES & BENEFITS	-	-	-	-	-
MATERIALS, SUPPLIES, & SERVICES	205,349	176,000	175,967	196,000	196,000
TOTALS	205,349	176,000	175,967	196,000	196,000



**City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Police Administration						
10-521-5101	SALARIES - FULLTIME	544,271	662,765	630,844	703,893	716,975
10-521-5104	HOLIDAY PAY	-	-	-	-	-
10-521-5114	EDUCATIONAL INCENTIVE	-	-	-	-	-
10-521-5117	UNIFORM ALLOWANCE	-	-	-	-	-
10-521-5119	CELL ALLOWANCE	1,020	1,800	1,800	1,800	1,800
10-521-5120	OVERTIME	44	500	-	500	500
10-521-5126	SICK CONVERSION	11,776	5,000	1,835	5,000	5,000
10-521-5127	VACATION CONVERSION	22,124	5,000	3,096	5,000	5,000
10-521-5130	MEDICARE	8,159	9,370	9,171	10,558	10,755
10-521-5150	RETIREMENT	294,732	329,781	372,821	384,098	396,833
10-521-5161	HEALTH INSURANCE	47,496	63,384	51,672	55,872	55,872
10-521-5162	LIFE INSURANCE	1,240	1,945	1,694	1,619	1,649
10-521-5163	DISABILITY INSURANCE	1,132	1,638	1,474	1,478	1,506
10-521-5201	SUPPLIES	6,558	12,000	12,000	12,000	12,000
10-521-5205	POSTAGE	220	1,500	-	-	-
10-521-5206	UNIFORMS	580	1,500	4,000	4,000	1,500
10-521-5207	TRAVEL	1,962	8,000	10,000	8,000	8,000
10-521-5208	TRAINING	11,675	23,000	8,000	8,000	8,000
10-521-5209	DUES & SUBSCRIPTIONS	10,529	12,000	150	6,000	6,000
10-521-5229	TUITION REIMBURSEMENT	-	3,000	-	3,000	3,000
10-521-5260	CONTRACTUAL SERVICES	9,551	10,000	8,052	10,000	10,000
10-521-5280	LEASED EQUIPMENT	3,070	5,000	2,418	5,000	5,000
10-521-5281	REAL PROPERTY LEASE	6,000	6,000	6,000	6,000	6,000
10-521-5286	GARAGE INTERNAL SRVC CHG	27,000	31,460	31,460	31,460	31,460
10-521-5287	TECHNOLOGY INTRNL SRVC CHG	9,600	12,350	12,350	12,350	12,350
10-521-5288	POLICE CAPITAL SRVC CHG	40,000	40,000	40,000	40,000	40,000
	Division Total	1,058,739	1,251,993	1,208,837	1,315,629	1,339,199
Patrol						
10-522-5101	SALARIES - FULLTIME	1,389,194	1,635,986	1,597,478	1,738,333	1,913,310
10-522-5103	SALARIES - PART-TIME	2,010	-	298	44,000	44,000
10-522-5104	HOLIDAY PAY	60,488	69,388	68,749	76,002	77,902
10-522-5105	BILINGUAL PAY	-	-	-	1,200	1,200
10-522-5111	SPECIAL SKILL PAY	7,397	5,822	3,164	24,921	24,921
10-522-5114	EDUCATIONAL INCENTIVE	31,406	43,219	28,523	70,019	70,019
10-522-5115	FIELD TRAINING PAY	991	2,500	660	2,500	2,500
10-522-5117	UNIFORM ALLOWANCE	15,500	16,000	15,000	20,000	20,000
10-522-5120	OVERTIME	274,457	300,000	225,000	150,000	150,000
10-522-5126	SICK CONVERSION	6,581	12,000	12,000	12,000	12,000
10-522-5127	VACATION CONVERSION	8,243	7,500	7,500	7,500	7,500
10-522-5130	MEDICARE	25,811	25,671	25,158	25,787	26,432
10-522-5150	RETIREMENT	706,955	904,787	1,046,557	1,098,337	1,125,795
10-522-5151	PART TIME RETIREMENT	75	-	11	1,430	1,430
10-522-5161	HEALTH INSURANCE	191,905	235,464	166,752	209,280	209,280
10-522-5162	LIFE INSURANCE	2,352	3,672	3,713	3,960	3,960
10-522-5201	SUPPLIES & SAFETY EQUIPMENT	16,628	20,000	100,000	20,000	20,000
10-522-5202	ARSENAL	21,271	24,500	30,000	30,000	30,000
10-522-5206	UNIFORMS	2,310	-	10,000	5,000	5,000
10-522-5207	TRAVEL	47	-	860	1,000	1,000
10-522-5208	TRAINING	-	-	-	12,000	12,000
10-522-5229	TUITION REIMBURSEMENT	810	5,000	4,000	4,000	4,000
10-522-5243	TELECOMMUNICATION CHARGES	4,484	4,800	3,802	4,800	4,800
10-522-5245	CELL PHONE	3,149	9,572	5,200	11,372	11,372
10-522-5260	CONTRACTUAL SERVICES	5,242	8,600	8,600	8,600	8,600
10-522-5270	BOOKING FEES	2,000	-	-	-	-
10-522-5286	GARAGE INTERNAL SRVC CHG	87,498	89,540	89,540	89,540	89,540
10-522-5287	TECHNOLOGY INTRNL SRVC CHG	16,000	24,700	24,700	24,700	24,700
	Division Total	2,882,804	3,464,721	3,477,265	3,696,281	3,901,261



**City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Investigation						
10-523-5101	SALARIES - FULLTIME	224,908	312,998	311,494	450,953	462,227
10-523-5103	SALARIES - PART-TIME	51,653	52,000	16,152	20,000	20,000
10-523-5104	HOLIDAY PAY	9,429	13,242	13,367	13,367	13,701
10-523-5111	SPECIAL SKILL PAY	2,540	3,087	6,327	6,327	6,327
10-523-5113	SPECIAL ASSIGNMENT PAY	11,490	11,144	9,470	9,470	9,470
10-523-5114	EDUCATIONAL INCENTIVE	11,703	11,144	4,720	13,127	13,127
10-523-5117	UNIFORM ALLOWANCE	2,000	3,000	3,000	3,000	3,000
10-523-5119	CELL ALLOWANCE	810	-	-	-	-
10-523-5120	OVERTIME	23,645	30,000	30,000	30,000	30,000
10-523-5126	SICK CONVERSION	3,127	3,200	3,004	3,200	3,200
10-523-5127	VACATION CONVERSION	-	1,500	1,500	1,500	1,500
10-523-5130	MEDICARE	4,700	5,158	5,238	6,764	6,933
10-523-5150	RETIREMENT	169,076	187,097	187,097	301,200	308,730
10-523-5151	PART TIME RETIREMENT	-	2,080	2,080	750	750
10-523-5161	HEALTH INSURANCE	9,088	46,584	38,136	52,284	52,284
10-523-5162	LIFE INSURANCE	195	743	743	743	743
10-523-5201	SUPPLIES	4,994	3,500	3,500	3,500	3,500
10-523-5207	TRAVEL	1,161	3,000	2,818	3,000	3,000
10-523-5208	TRAINING	-	-	6,000	6,000	6,000
10-523-5209	DUES & SUBSCRIPTIONS	2,773	5,500	4,022	5,500	5,500
10-523-5245	CELL PHONE	593	1,728	1,728	1,800	1,800
10-523-5286	GARAGE INTERNAL SRVC CHG	29,876	31,460	31,460	31,460	31,460
10-523-5287	TECHNOLOGY INTRNL SRVC CHG	8,000	9,500	9,500	9,500	9,500
	Division Total	571,761	740,665	691,356	973,445	992,752
Records						
10-524-5101	SALARIES - FULLTIME	107,136	113,515	168,483	167,752	171,107
10-524-5103	SALARIES - PART-TIME	28,078	33,686	42,740	123,000	123,000
10-524-5117	UNIFORM ALLOWANCE	1,300	1,300	1,300	2,600	2,600
10-524-5119	CELL ALLOWANCE	720	720	720	1,080	1,080
10-524-5120	OVERTIME	1,061	3,000	1,638	3,000	3,000
10-524-5126	SICK CONVERSION	1,174	1,200	599	1,200	1,200
10-524-5127	VACATION CONVERSION	-	2,000	-	2,000	2,000
10-524-5130	MEDICARE	2,006	1,646	1,646	2,516	2,567
10-524-5150	RETIREMENT	8,570	34,555	34,555	36,550	37,281
10-524-5151	PART-TIME RETIREMENT	1,027	1,347	1,688	4,613	4,613
10-524-5161	HEALTH INSURANCE	26,104	31,056	23,382	27,641	27,641
10-524-5162	LIFE INSURANCE	225	330	330	330	330
10-524-5163	DISABILITY INSURANCE	508	655	655	655	655
10-524-5201	SUPPLIES	6,358	4,500	2,036	4,500	4,500
10-524-5206	UNIFORMS	360	1,300	3,200	4,500	4,500
10-524-5207	TRAVEL	-	-	1,000	1,000	1,000
10-524-5208	TRAINING	-	2,000	5,000	5,000	5,000
10-524-5209	DUES & SUBSCRIPTIONS	50	500	176	500	500
10-524-5286	GARAGE INTERNAL SRVC CHG	4,268	4,840	4,840	4,840	4,840
10-524-5287	TECHNOLOGY INTRNL SRVC CHG	8,000	13,300	13,300	13,300	13,300
	Division Total	196,945	251,450	307,288	406,577	410,713



**City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Communication Technologies						
10-525-5201	SUPPLIES	-	-			
10-525-5240	TELEPHONE	7,916	20,000	3,408	3,408	3,408
10-525-5242	COMMUNICATION CHARGES	1,476	1,500	814	1,500	1,500
10-525-5260	CONTRACTUAL SERVICES	15,199	13,800	23,000	23,000	23,000
10-525-5272	WEST-COMM CONTRACTUAL	694,995	704,418	704,418	718,506	732,876
10-525-5291	MAINTENANCE - COMMUNICATIONS	36,806	35,000	30,968	35,000	35,000
10-525-5292	MAINTENANCE - COMPUTERS	4,250	4,000	4,000	4,000	4,000
	Division Total	760,642	778,718	766,608	785,414	799,784
Community Outreach						
10-526-5101	SALARIES - FULLTIME	52,369	56,224	56,122	56,868	57,625
10-526-5103	SALARIES - PART-TIME			3,896	-	-
10-526-5117	UNIFORM ALLOWANCE	650	650	650	650	650
10-526-5120	OVERTIME	481	1,400	418	-	-
10-526-5126	SICK CONVERSION	99	100	-	100	100
10-526-5130	MEDICARE	769	815	842	853	864
10-526-5150	RETIREMENT	4,354	17,114	17,114	18,571	18,942
10-526-5151	PART-TIME RETIREMENT			292	-	-
10-526-5161	HEALTH INSURANCE	13,938	15,528	15,528	7,252	7,252
10-526-5162	LIFE INSURANCE	185	165	184	199	202
10-526-5163	DISABILITY INSURANCE	277	328	264	301	305
10-526-5201	SUPPLIES	291	8,000	30,000	10,000	10,000
10-526-5206	UNIFORMS			1,500	5,000	5,000
10-526-5207	TRAVEL				1,000	1,000
10-526-5208	TRAINING	-	1,000	1,019	2,000	2,000
10-526-5209	DUES & SUBSCRIPTIONS	30	200	240	200	200
10-526-5245	CELL PHONE	493	500	500	1,000	1,000
	Division Total	73,936	102,024	128,569	103,995	105,141
Youth Programs						
10-527-5101	SALARIES - FULLTIME	-	90,126		92,568	94,882
10-527-5104	HOLIDAY PAY	-	3,813		4,006	3,813
10-527-5113	SPECIAL ASSIGNMENT PAY	-	4,425		4,628	4,425
10-527-5114	EDUCATIONAL INCENTIVE	-	1,320		1,320	1,320
10-527-5117	UNIFORM ALLOWANCE	-	1,000		1,000	1,000
10-527-5120	OVERTIME	-	6,500		6,500	6,500
10-527-5126	SICK CONVERSION	-	1,000		1,000	1,000
10-527-5127	VACATION CONVERSION	-	5,000		5,000	5,000
10-527-5130	MEDICARE	-	1,466		1,466	1,466
10-527-5150	RETIREMENT	(237)	34,400	-	38,397	39,165
10-527-5161	HEALTH INSURANCE	-	8,400		8,400	8,400
10-527-5162	LIFE INSURANCE	-	248		248	253
10-527-5201	SUPPLIES	-	250		1,000	1,000
10-527-5207	TRAVEL	-	1,200		1,200	1,200
10-527-5208	TRAINING	-	5,000		5,000	5,000
10-527-5209	DUES & SUBSCRIPTIONS	-	500		500	500
10-527-5234	POLICE EXPLORERS PROGRAM	-			-	-
10-527-5243	TELECOMMUNICATION CHARGES	-	500		500	500
	Division Total	(237)	166,868	-	172,733	175,424



**City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2022-23, 2023-24**

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Traffic						
10-528-5101	SALARIES - FULLTIME	-	90,126		92,568	94,882
10-528-5103	SALARIES - PART-TIME	63,190	127,547	59,996	123,000	123,000
10-528-5104	HOLIDAY PAY	-	3,813		4,006	4,006
10-528-5113	SPECIAL ASSIGNMENT PAY	-	4,425		4,628	4,628
10-528-5114	EDUCATIONAL INCENTIVE	-	4,425		4,425	4,425
10-528-5117	UNIFORM ALLOWANCE	-	1,000		1,000	1,000
10-528-5120	OVERTIME	-	10,000		10,000	10,000
10-528-5126	SICK CONVERSION	-	1,000		1,000	1,000
10-528-5127	VACATION CONVERSION	-	-		-	-
10-528-5130	MEDICARE	913	3,357	560	3,357	3,441
10-528-5150	RETIREMENT	255	35,487	-	39,636	40,627
10-528-5151	PART-TIME RETIREMENT	2,380	5,102	2,400	4,920	4,920
10-528-5161	HEALTH INSURANCE	-	15,528	-	8,400	8,400
10-528-5162	LIFE INSURANCE	-	248	-	248	254
10-528-5201	SUPPLIES	2,123	8,500	54	8,500	8,500
10-528-5206	UNIFORMS	582	1,000	1,288	1,000	1,000
10-528-5207	TRAVEL	350	-	-	1,000	1,000
10-528-5208	TRAINING	-	-	-	5,000	5,000
10-528-5209	DUES & SUBSCRIPTIONS	-	-	-	250	250
10-528-5260	CONTRACTUAL SERVICES	238,659	210,000	158,530	210,000	210,000
10-528-5269	CITATION PROCESSING	4,067	10,000	3,344	10,000	10,000
10-528-5286	GARAGE INTERNAL SRVC CHG	4,272	4,840	4,840	4,840	4,840
10-528-5287	TECHNOLOGY INTRNL SRVC CHG	1,600	1,900	1,900	1,900	1,900
	Division Total	318,391	539,298	232,912	539,678	543,073
Emergency Preparedness						
10-529-5103	SALARIES - PART-TIME	61,691	58,250	51,338		
10-529-5119	CELL PHONE ALLOWANCE			180		
10-529-5120	OVERTIME	360	-	-		
10-529-5130	MEDICARE	916	850	770		
10-529-5151	PART-TIME RETIREMENT	-	2,330	-		
10-529-5201	SUPPLIES	1,986	10,000	1,810	10,000	10,000
10-529-5208	TRAINING				1,000	1,000
10-529-5230	CERT	-	1,000	-	1,000	1,000
10-529-5250	INFRASTRUCTURE	-	1,500	-		
10-529-5260	CONTRACTUAL SERVICES	10,668	6,500	-		
	Division Total	75,621	80,430	54,098	12,000	12,000
	DEPARTMENT TOTALS	5,938,602	7,376,168	6,866,933	8,005,752	8,279,348
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	4,560,222	5,885,690	5,395,408	6,487,225	6,748,952
	MATERIALS, SUPPLIES, & SERVICES	1,378,380	1,490,478	1,471,525	1,518,526	1,530,396
	TOTALS	5,938,602	7,376,168	6,866,933	8,005,752	8,279,348



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Comm Dev / PW Administration						
10-531-5101	SALARIES - FULLTIME	125,691	216,411	233,881	580,480	608,269
10-531-5103	SALARIES - PART TIME				69,972	73,481
10-531-5118	CAR ALLOWANCE	3,300	1,800	1,800	3,600	3,600
10-531-5119	CELL ALLOWANCE	525	900	900	1,080	1,080
10-531-5120	OVERTIME	809	500	1,300	1,400	1,400
10-531-5126	SICK CONVERSION	680	2,000	922	1,200	1,200
10-531-5127	VACATION CONVERSION	3,203	2,500	5,855	8,500	8,500
10-531-5130	MEDICARE	1,857	3,084	3,431	9,899	10,373
10-531-5150	RETIREMENT	65,321	92,999	78,997	180,813	193,396
10-531-5151	PART TIME RETIREMENT				2,799	2,939
10-531-5161	HEALTH INSURANCE	9,025	35,256	18,845	59,652	59,652
10-531-5162	LIFE INSURANCE	403	682	682	1,680	1,702
10-531-5163	DISABILITY INSURANCE	670	819	819	1,966	1,992
10-531-5201	SUPPLIES	7,575	4,000	15,575	16,500	4,000
10-531-5205	POSTAGE	55	5,000	2,500	3,000	5,000
10-531-5207	TRAVEL & TRAINING	976	2,600	1,500	5,300	2,600
10-531-5209	DUES & SUBSCRIPTIONS	716	1,000	-	1,000	1,000
10-531-5229	TUITION REIMBURSEMENT	2,636	5,800	-	6,000	6,000
10-531-5235	ADVERTISING	501	500	10,000	11,000	11,000
10-531-5260	CONTRACTUAL SERVICES	26,110	30,000	30,000	221,240	203,240
10-531-5287	TECHNOLOGY INTRNL SRVC CHG	16,000	16,150	16,150	16,150	16,150
	Division Total	266,053	422,001	423,257	1,203,331	1,216,674
Planning						
10-532-5101	SALARIES - FULLTIME	80,934	83,113	83,663	84,776	85,903
10-532-5103	SALARIES - PART TIME	7,256	67,648	67,274	-	-
10-532-5120	OVERTIME	799	750	1,800	1,800	1,800
10-532-5126	SICK CONVERSION	698	700	713	800	800
10-532-5130	MEDICARE	1,274	1,196	1,218	1,196	1,196
10-532-5150	RETIREMENT	46,080	46,459	36,963	37,455	48,630
10-532-5151	PART TIME RETIREMENT	202	2,706	2,706	-	-
10-532-5161	HEALTH INSURANCE	8,285	15,228	8,256	8,472	8,472
10-532-5162	LIFE INSURANCE	113	165	165	144	146
10-532-5163	DISABILITY INSURANCE	277	1,316	328	349	354
10-532-5201	SUPPLIES	1,086	-	13,521	-	-
10-532-5205	POSTAGE	68	1,000	1,000	1,000	1,000
10-532-5207	TRAVEL & TRAINING	-	3,000	1,000	1,000	1,150
10-532-5209	DUES & SUBSCRIPTIONS	-	350	434	350	434
10-532-5235	ADVERTISING	3,841	3,000	7,500	7,500	8,625
10-532-5245	CELL ALLOWANCE	360	360	360	360	360
10-532-5260	CONTRACTUAL SERVICES	11,934	-	-	-	-
10-532-5260.1250	GENERAL PLAN	-	-	-	-	-
10-532-5260.1260	ZONING CODE UPDATE	-	-	-	-	-
10-532-5260.1270	ECONOMIC DEV STUDIES	-	30,000	-	-	-
10-532-5260.1280	AUTOMATION SERVICES	9,656	31,100	31,100	34,210	37,631
10-532-5260.1290	HOUSING ELEMENT	14,992	68,189	68,189	70,000	-
10-532-5287	TECHNOLOGY INTRNL SRVC CHG	4,800	5,700	5,700	5,700	5,700
	Division Total	192,655	361,980	331,890	255,111	202,201



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Neighborhood Preservation						
10-533-5101	SALARIES - FULLTIME				60,362	60,982
10-533-5103	SALARIES - PART TIME	59,961	100,606	81,854	77,359	48,195
10-533-5130	MEDICARE	853	2,012	1,274	2,427	1,853
10-532-5150	RETIREMENT				13,641	13,967
10-533-5151	PART-TIME RETIREMENT	2,206	4,024	3,296	3,094	1,928
10-533-5161	HEALTH INSURANCE				8,400	8,400
10-5332-5162	LIFE INSURANCE				165	165
10-533-5163	DISABILITY INSURANCE				328	328
10-533-5201	SUPPLIES	2,117	2,500	2,500	2,500	2,875
10-533-5207	TRAVEL & TRAINING	-	300	300	2,000	2,300
10-533-5209	DUES & SUBSCRIPTIONS	788	400	300	300	300
10-533-5245	CELL PHONE	722	1,080	1,400	1,400	1,400
10-533-5260	CONTRACTUAL SERVICES	1,833	-	5,000	5,000	5,000
10-533-5265	COMPLIANCE SERVICES	710	2,000	-	2,000	2,000
10-533-5286	GARAGE INTERNAL SRVC CHG	4,272	4,840	4,840	4,840	4,840
10-533-5287	TECHNOLOGY INTRNL SRVC CHG	8,000	8,280	8,280	8,280	8,280
	Division Total	81,462	126,042	109,044	131,735	101,831
Building Inspection						
10-534-5201	SUPPLIES	266	-	-	-	-
10-534-5209	DUES & SUBSCRIPTIONS	-	-	-	-	-
10-534-5260	CONTRACTUAL SERVICES	313,976	348,950	348,950	348,950	348,950
10-534-5267	INSPECTION/PLAN CHECKS	-	3,000	3,000	3,000	3,000
10-534-5287	TECHNOLOGY INTRNL SRVC CHG	4,800	4,750	4,750	4,750	4,750
	Division Total	319,042	356,700	356,700	356,700	356,700
NPDES						
10-537-5288	NPDES PERMIT	28,238	28,000	28,000	28,000	28,000
10-537-5289	NPDES PLAN CONTRACT	52,094	37,000	37,000	37,000	37,000
	Division Total	80,332	65,000	65,000	65,000	65,000
Street Maintenance						
10-542-5101	SALARIES - FULLTIME	225,717	267,880	261,680	178,256	180,627
10-542-5109	ON CALL PAY	7,545	8,000	6,000	6,400	6,400
10-542-5117	UNIFORM ALLOWANCE	2,600	3,705	5,942	2,850	2,850
10-542-5120	OVERTIME	3,298	12,000	5,500	5,500	5,500
10-542-5126	SICK CONVERSION	1,202	2,000	1,121	1,200	1,380
10-542-5127	VACATION CONVERSION	5,580	4,500	7,805	8,000	9,200
10-542-5130	MEDICARE	3,598	3,861	3,691	2,613	2,685
10-542-5150	RETIREMENT	72,376	133,718	96,720	59,350	61,715
10-542-5161	HEALTH INSURANCE	51,414	66,312	56,875	39,186	39,186
10-542-5162	LIFE INSURANCE	492	743	809	495	495
10-542-5163	DISABILITY INSURANCE	1,109	1,475	1,393	983	996
10-542-5201	SUPPLIES	17,260	10,000	13,500	13,500	15,525
10-542-5206	UNIFORMS	3,170	4,000	4,000	3,000	3,450
10-542-5207	TRAVEL & TRAINING	-	-	75	-	-
10-542-5209	DUES & SUBSCRIPTIONS	-	-	-	-	-
10-542-5245	CELL PHONE	2,955	3,000	2,500	2,500	2,500
10-542-5252	ELECTRICITY-ST LIGHTS	151,208	150,000	150,000	219,731	252,690
10-542-5255	NATURAL GAS	-	-	-	-	-
10-542-5256	WATER	64,064	60,000	68,060	78,269	9,009
10-542-5286	GARAGE INTERNAL SRVC CHG	44,820	41,140	41,140	45,980	45,980
10-542-5287	TECHNOLOGY INTRNL SRVC CHG	1,600	1,900	1,900	1,900	1,900
10-542-5294	MAINTENANCE-TRAFFIC SIGNALS	41,150	60,000	71,000	71,000	71,000
10-542-5295	MAINTENANCE - STREETS	40,297	35,000	174,000	260,800	299,920
	Division Total	741,455	869,234	973,711	1,001,513	1,013,007



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Park Maintenance						
10-543-5101	SALARIES - FULLTIME	63,710	90,763	105,186	240,607	260,080
10-543-5103	SALARIES - PART-TIME	17,728	19,451	29,021	66,589	71,107
10-543-5109	ON CALL PAY	1,655	1,640	3,690	7,600	7,600
10-543-5112	SPECIAL CERT PAY	(976)	3,500	902	1,025	1,025
10-543-5117	UNIFORM ALLOWANCE	650	1,430	1,430	3,925	3,925
10-543-5120	OVERTIME	1,510	4,000	5,500	5,500	6,325
10-543-5126	SICK CONVERSION	739	1,200	1,194	2,500	2,875
10-543-5127	VACATION CONVERSION	3,362	4,500	-	4,500	5,175
10-543-5130	MEDICARE	1,193	1,598	1,538	3,945	4,107
10-543-5150	RETIREMENT	71,292	27,290	25,462	59,350	61,715
10-543-5151	PART TIME RETIREMENT	630	778	696	2,664	2,844
10-543-5161	HEALTH INSURANCE	15,552	19,728	20,217	51,540	51,540
10-543-5162	LIFE INSURANCE	123	248	248	248	251
10-543-5163	DISABILITY INSURANCE	277	620	492	492	499
10-543-5201	SUPPLIES	61,530	1,000	2,396	4,200	4,830
10-543-5203	SUPPLIES/McAULIFFE	414	-	-	-	-
10-543-5206	UNIFORMS	1,509	-	-	-	-
10-543-5207	TRAVEL & TRAINING	-	-	-	-	-
10-543-5245	CELL PHONE	-	180	-	-	-
10-543-5250	ELECTRICITY-BUILDINGS	1,453	2,000	2,000	2,500	2,875
10-543-5251	ELECTRICITY - PARKS	2,697	5,000	5,000	6,250	7,188
10-543-5254	ELECTRICITY-McAULIFFE	689	3,000	3,000	3,750	4,313
10-543-5256	WATER	101,437	100,000	100,000	150,000	172,500
10-543-5257	WATER - McAULIFFE PARK	25,077	-	13,000	-	-
10-543-5260	CONTRACTUAL SERVICES	103,910	99,000	105,250	125,000	143,750
10-543-5271	TREE TRIMMING	9,104	67,000	67,000	67,000	67,000
10-543-5281	REAL PROPERTY LEASE	1,925	4,000	1,925	2,995	3,027
10-543-5286	GARAGE INTERNAL SRVC CHG	26,137	26,620	26,620	26,620	26,620
10-543-5287	TECHNOLOGY INTRNL SRVC CHG	1,600	1,900	1,900	1,900	1,900
10-543-5298	MAINT - FIELDS/FENCING/FACIL	1,154	-	-	-	-
10-543-5299	MAINTENANCE-OTHER	18,723	32,000	61,400	70,500	81,075
	Division Total	534,804	518,446	585,067	911,198	994,146
Facility Maintenance						
10-544-5101	SALARIES - FULLTIME	54,693	72,300	77,714	27,248	76,515
10-544-5103	SALARIES - PART-TIME	31,317	-	13,850	17,646	18,533
10-544-5109	ON CALL PAY	1,655	820	1,260	1,230	1,230
10-544-5117	UNIFORM ALLOWANCE	650	1,495	1,495	775	775
10-544-5120	OVERTIME	1,650	2,000	1,292	2,000	2,000
10-544-5126	SICK CONVERSION	636	650	650	650	650
10-544-5127	VACATION CONVERSION	1,856	1,000	4,123	1,500	1,725
10-544-5130	MEDICARE	1,328	1,041	1,141	1,156	1,156
10-544-5150	RETIREMENT	31,320	40,241	35,001	11,783	40,139
10-544-5151	PART-TIME RETIREMENT	1,169	-	596	706	741
10-544-5161	HEALTH INSURANCE	15,325	23,292	12,650	3,882	3,882
10-544-5162	LIFE INSURANCE	123	248	248	248	248
10-544-5163	DISABILITY INSURANCE	277	492	492	492	492
10-544-5201	SUPPLIES	34,595	15,000	15,000	15,000	17,250
10-544-5206	UNIFORMS	768	-	-	-	-
10-544-5250	ELECTRICITY - BUILDINGS	60,827	80,000	140,000	120,000	138,000
10-544-5253	ELECTRICITY-PUMP STATION	256	3,000	600	600	600
10-544-5255	NATURAL GAS	3,822	3,000	3,000	3,000	3,450
10-544-5256	WATER	10,845	12,000	12,000	13,800	15,870
10-544-5260	CONTRACTUAL SERVICES	-	-	-	-	-
10-544-5293	MAINTENANCE-BUILDINGS	28,132	55,000	138,000	100,000	115,000
10-544-5297	MAINTENANCE-PUMP STATION	-	1,500	-	-	-
10-544-5299	MAINTENANCE-OTHER	3,380	-	-	-	-
	Division Total	284,624	313,079	459,112	321,716	438,256



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Economic Development						
10-545-5101	SALARIES - FULLTIME					
10-545-5103	SALARIES - PART TIME					
10-545-5130	MEDICARE					
10-545-5150	RETIREMENT					
10-545-5151	PART-TIME RETIREMENT				-	-
10-545-5161	HEALTH INSURANCE				-	-
10-545-5201	SUPPLIES				-	-
10-545-5207	TRAVEL & TRAINING				-	-
10-545-5209	DUES & SUBSCRIPTIONS				500	575
10-545-5245	CELL PHONE				360	360
10-545-5260	CONTRACTUAL SERVICES				-	-
10-545-5286	GARAGE INTERNAL SRVC CHG				4,840	4,840
10-545-5287	TECHNOLOGY INTRNL SRVC CHG				1,900	1,900
	Division Total	-	-	-	7,600	7,675
City Engineer						
10-548-5201	SUPPLIES	-	-	-	-	-
10-548-5260	CONTRACTUAL SERVICES	85,580	78,000	78,000	78,000	78,000
10-548-5261	TRAFFIC ENGINEERING	56,396	50,000	50,000	50,000	50,000
10-548-5268	PLAN CHECK	198,812	45,000	45,000	55,000	55,000
	Division Total	340,788	173,000	173,000	183,000	183,000
	DEPARTMENT TOTALS	2,841,215	3,205,482	3,476,781	4,436,904	4,578,490
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,114,797	1,507,393	1,430,566	1,979,186	2,119,015
	MATERIALS, SUPPLIES, & SERVICES	1,726,418	1,698,089	2,046,215	2,457,718	2,459,475
	TOTALS	2,841,215	3,205,482	3,476,781	4,436,904	4,578,490



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Recreation Administration						
10-551-5101	SALARIES - FULLTIME	298,214	441,299	449,935	599,082	690,787
10-551-5103	SALARIES - PART-TIME	29,998	73,430	94,434	105,932	113,721
10-551-5105	BILINGUAL PAY				600	600
10-551-5118	CAR ALLOWANCE	3,600	3,600	3,600	3,600	3,600
10-551-5119	CELL ALLOWANCE	1,440	2,160	1,620	3,510	3,600
10-551-5120	OVERTIME	920	-	-	-	-
10-551-5126	SICK CONVERSION	703	2,500	1,226	2,500	2,500
10-551-5127	VACATION CONVERSION	1,619	14,052	2,238	3,000	14,052
10-551-5130	MEDICARE	4,983	7,457	7,600	7,600	7,701
10-551-5150	RETIREMENT	230,013	223,433	205,725	314,233	450,464
10-551-5151	PART TIME RETIREMENT	1,125	2,937	3,692	3,097	3,097
10-551-5161	HEALTH INSURANCE	62,025	71,148	56,076	57,768	57,768
10-551-5162	LIFE INSURANCE	1,003	928	906	1,422	1,441
10-551-5163	DISABILITY INSURANCE	1,310	1,310	1,274	2,457	2,457
10-551-5201	SUPPLIES	13,806	13,000	13,000	13,000	14,000
10-551-5205	POSTAGE	12,350	8,300	8,300	8,300	8,300
10-551-5207	TRAVEL & TRAINING	6,017	8,500	5,700	8,500	5,700
10-551-5209	DUES & SUBSCRIPTIONS	11,605	8,943	13,457	13,457	13,457
10-551-5237	RECREATION BROCHURE	11,158	14,900	20,000	20,000	20,000
10-551-5260	CONTRACTUAL SERVICES	2,665	13,500	11,295	11,295	11,295
10-551-5286	GARAGE INTERNAL SRVC CHG	4,268	4,840	4,840	4,840	4,840
10-551-5287	TECHNOLOGY INTRNL SRVC CHG	17,600	19,000	19,000	19,000	19,000
10-551-5290	MAINTENANCE-OFFICE EQUIP	5,414	5,850	5,850	5,850	5,850
	Division Total	721,836	941,087	929,768	1,209,043	1,454,230
Aquatics						
10-552-5103	SALARIES - PART-TIME	62	-	-	-	-
10-552-5130	MEDICARE	1	-	-	-	-
10-552-5151	PART-TIME RETIREMENT	2	-	-	-	-
10-552-5201	SUPPLIES	63	-	-	-	-
10-552-5216	UNEMPLOYMENT COMPENSATION	-	-	-	-	-
10-552-5245	CELL PHONE	-	-	-	-	-
10-552-5259	POOL RENT	-	-	-	-	-
	Division Total	128	-	-	-	-
Community Services						
10-553-5103	SALARIES - PART-TIME	43,340	35,940	42,000	69,028	72,476
10-553-5130	MEDICARE	609	719	719	1,381	1,450
10-553-5151	PART-TIME RETIREMENT	1,648	1,438	1,438	2,761	2,761
10-553-5201	SUPPLIES	978	700	700	700	700
10-553-5287	TECHNOLOGY INTRNL SRVC CHG	4,800	4,750	4,750	4,750	4,750
10-553-5326	FAC RENT - COMM CENTER	1,500	1,500	560	2,000	2,000
	Division Total	52,875	45,046	50,166	80,620	84,137
Day Camp						
10-554-5103	SALARIES - PART-TIME	45,813	49,811	49,811	69,273	74,003
10-554-5130	MEDICARE	542	996	996	1,385	1,480
10-554-5151	PART-TIME RETIREMENT	1,402	1,992	1,992	2,771	2,960
10-554-5201	SUPPLIES	6,887	8,000	8,000	8,500	8,500
10-554-5317	DAY CAMPS	14,106	15,000	15,000	16,000	16,000
	Division Total	68,750	75,800	75,800	97,929	102,943



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
Playgrounds						
10-555-5103	SALARIES - PART-TIME	10,446	25,736	24,964	25,964	25,964
10-555-5130	MEDICARE	119	515	515	519	519
10-555-5151	PART-TIME RETIREMENT	307	1,029	1,029	1,039	1,039
10-555-5201	SUPPLIES	950	1,000	2,993	1,200	1,500
10-555-5260	CONTRACTUAL SERVICES	1,832	6,000	6,000	6,000	6,000
	Division Total	13,654	34,280	35,501	34,722	35,022
Sports						
10-556-5103	SALARIES - PART-TIME	107,861	116,120	123,925	128,805	90,845
10-556-5130	MEDICARE	1,565	2,322	2,322	2,576	1,817
10-556-5151	PART-TIME RETIREMENT	4,048	4,645	4,645	5,152	3,634
10-556-5201	SUPPLIES	5,986	8,000	8,000	8,000	8,000
10-556-5245	CELL ALLOWANCE	1,170	-	1,200	1,200	1,200
10-556-5298	MAINTENANCE-FIELDS/FACILITIES	226	3,000	3,000	3,000	3,000
10-556-5306	BASKETBALL - YOUTH	16,794	14,150	14,150	14,150	14,150
10-556-5330	FIELD FEES - LAUREL	1,204	4,700	2,400	4,700	4,700
10-556-5331	FIELD FEES - MCAULIFFE	425	3,000	4,125	3,000	3,000
10-556-5332	FIELD FEES - OAK	425	3,000	21,980	3,000	3,000
10-556-5336	FOOTBALL	887	1,300	1,346	1,300	1,300
10-556-5359	SOCCER - ADULT	1,205	16,720	22,600	24,100	24,100
10-556-5360	SOCCER - YOUTH	1,010	975	975	975	975
10-556-5368	T-BALL	253	1,000	1,000	1,000	1,000
10-556-5371	TRACK & FIELD	-	1,000	1,000	1,000	1,000
10-556-5372	VOLLEYBALL	-	2,200	2,200	2,200	2,700
	Division Total	143,059	182,132	214,868	204,158	164,421
Special Classes						
10-557-5103	SALARIES - PART-TIME	115,204	123,242	110,556	92,737	95,802
10-557-5130	MEDICARE	1,614	2,465	1,682	1,855	1,916
10-557-5151	PART-TIME RETIREMENT	4,175	4,930	4,352	3,709	3,832
10-557-5201	SUPPLIES	5,312	1,000	1,000	1,000	1,000
10-557-5287	TECHNOLOGY INTRNL SRVC CHG	4,800	4,750	4,750	4,750	4,750
10-557-5301	ARTS & CRAFTS	2,825	4,500	2,450	3,000	3,500
10-557-5313	DANCE	5,005	8,000	12,400	13,000	13,500
10-557-5319	EDUCATION	723	1,800	2,200	3,000	3,000
10-557-5323	EXERCISE/FITNESS	4,314	4,000	20,000	8,000	10,000
10-557-5352	PRESCHOOL-READY/SET/GO	3,081	6,000	5,560	7,000	7,000
10-557-5364	SPECIAL INTEREST	5,630	4,000	4,676	5,000	5,500
10-557-5365	SPECIAL INTEREST- TEEN PROGRAM	-	1,000	-	1,000	1,000
10-557-5369	TENNIS CONTRACT	9,989	13,000	20,000	20,000	20,000
10-557-5370	TODDLER CLASSES	1,815	1,500	4,000	4,000	4,000
10-557-5373	VOLUNTEER PROGRAM	-	-	1,000	1,000	1,000
10-557-5388	SPECIAL INTEREST - CAMPS	7,412	6,000	8,000	8,000	8,000
	Division Total	171,899	186,187	202,626	177,051	183,800
Special Events						
10-558-5103	SALARIES - PART-TIME	41,067	60,005	61,392	76,811	76,811
10-558-5130	MEDICARE	602	1,200	900	1,536	1,536
10-558-5151	PART-TIME RETIREMENT	1,556	2,400	2,326	3,072	3,072
10-558-5201	SUPPLIES	114,152	160,325	173,045	179,800	179,800
10-558-5353	RACE LOS AL	1,151	84,960	45,000	40,000	40,000
	Division Total	158,528	308,890	282,663	301,220	301,220
	DEPARTMENT TOTALS	1,330,729	1,773,422	1,791,392	2,104,743	2,325,772
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,018,936	1,279,759	1,263,890	1,595,176	1,813,705
	MATERIALS, SUPPLIES, & SERVICES	311,793	493,663	527,502	509,567	512,067
	TOTALS	1,330,729	1,773,422	1,791,392	2,104,743	2,325,772



City of Los Alamitos
General Fund Expenditure - Non-departmental
For Fiscal Year 2022-23, 2023-24

Account	Description	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
10-518-5260	CONTRACTUAL SERVICES	9,998	24,000	24,000	24,000	24,000
10-560-5219	PRE-EMPLOYMENT EXPENSE	7,482	10,000	12,042	10,000	10,000
10-560-5219.1851	NON-EMPLOYEE LIVE SCAN	960	1,000	768	1,000	1,000
10-560-5260	CONTRACTUAL SERVICES	73,866	120,000	120,000	120,000	120,000
10-560-5261	CONTRIBUTION TO HOMELESS SHELTER	(1,753)	30,921	30,921	31,000	32,000
10-560-5285	CREDIT CARD FEES	43,655	33,000	33,000	34,000	35,000
10-560-5486	VEHICLE CAPITAL REPLACEMENT	70,000	70,000	70,000	70,000	70,000
10-562-5161	HEALTH INSURANCE-RETIREES	297,891	295,800	295,144	295,800	296,000
10-570-5501.1703	BSCC LOCAL ASSISTANCE	10,000	7,500	7,500	7,500	7,500
10-570-5501.1705	TOWNE CNTR MIXED USE ZONE	73,277	-	51,016		
10-570-5501.1706	TIER 1 PROJECT STORM DRAIN COVERS	-	16,000	16,000		
10-570-5501.1707	YEAR ONE RESIDENTIAL STREET IMPROV (Y)	-	1,248,615	1,523,615		
10-570-5501.1003	STREET MARKINGS/STRIPING			25,000		
10-570-5501.XXXX	STERN PARK PROJECT (Y)				650,000	
10-570-5501.XXXX	GEN FUND GRANT MATCH (Y)				187,000	
10-570-5501.XXXX	PHASE II RESIDENTIAL STREET IMPROV (Y)				1,000,000	
10-570-5501.1708	CATCH BASIN CPS PROJECT (CITY MATCH)	525,572			12,881	
	DEPARTMENT TOTALS	1,110,948	1,856,836	2,209,006	2,443,181	595,500
		1,110,948				
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	-	-	-	-	-
	MATERIALS, SUPPLIES, & SERVICES	1,110,948	1,856,836	2,209,006	2,443,181	595,500
	TOTALS	1,110,948	1,856,836	2,209,006	2,443,181	595,500



FY 2022-23, FY 2023-24

Other Funds



**City of Los Alamitos
Special Revenue Fund - CDBG Fund
For Fiscal Year 2022-23, 2023-24**

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	(8,943)	(20,975)	(10,410)	166,734	166,734
19-4360	CDBG GRANT	131,114	291,000	291,000	350,000	300,000
19-4620	INVESTMENT EARNINGS	-	-	152	-	-
	TOTAL REVENUES	131,114	291,000	291,152	350,000	300,000
19-570-5501.1106	ALLEY IMPROVEMENT PROGRAM	-	-	-	-	-
19-570-5501.1307	ADA ACCESS RAMPS	-	-	-	-	-
19-570-5501.1320	APARTMENT ROW HOWARD STREET, REAGAN TO MAPLE	12,427	-	97,574	-	-
19-570-5501.1740	ADA CERRITOS AVE SIDEWALKS	-	-	-	-	-
19-570-5501.2003	NOEL STREET IMPROVEMENTS	120,154	-	-	-	-
19-570-5501.2004	ROUND #1 HOWARD ST FROM NOEL TO LEXINGTON	-	131,000	12,320	-	-
19-570-5501.2005	ROUND #2 BLOOMFIELD FROM FARQUHAR TO KATELLA	-	160,000	4,114	-	-
19-570-5501.XXXX	STERN PARK PROJECT	-	-	-	350,000	-
	TOTAL EXPENDITURES	132,581	291,000	114,008	350,000	-
	NET CHANGE TO FUND BALANCE	(1,467)	-	177,144	-	300,000
	ENDING FUND BALANCE	(10,410)	(20,975)	166,734	166,734	466,734



**City of Los Alamitos
Special Revenue Fund - Gas Tax
For Fiscal Year 2022-23, 2023-24**

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	13,097	236,180	13,097	60,190	(215,422)
20-4306	GAS TAX - 2106	38,060	44,432	44,432	49,805	55,782
20-4307	GAS TAX - 2107	74,783	83,278	83,278	101,699	124,073
20-4308	GAS TAX - 2107.5	621	3,000	3,000	3,000	3,000
20-4309	GAS TAX - 2105	55,316	65,480	65,480	74,441	84,863
20-4322	GAS TAX - 2103	72,112	89,136	89,136	113,638	144,320
20-4328	SB1 LOAN REPAYMENT	-	-	-	-	-
20-4329	ROAD MAINT REHAB ACCT SB-1	212,646	222,205	222,205	263,005	229,000
20-4620	INVESTMENT EARNINGS	1,398	6,000	1,300	1,300	1,300
	TOTAL REVENUES	454,936	513,531	508,831	606,888	642,337
20-570-5501.1003	STREET MARKINGS/STRIPING	13,531	75,000	75,000	-	-
20-570-5501.1004	RESIDENTIAL STREET IMPROVEMENT	1,762	-	-	-	-
20-570-5501.1106	ALLEY IMPROVEMENT PROGRAM	-	-	-	-	-
20-570-5501.1301	ARTERIAL & RESIDENTIAL TREE TRIM/REMOVAL	-	-	-	-	-
20-570-5501.1301	STREET TREE PROGRAM	53,384	-	-	-	-
20-570-5501.1506	SUBERBIA - REHABILITATION (SB-1)	29,269	-	-	-	-
20-570-5501.1507	SUBERBIA - REHABILITATION (GAS TAX)	400	-	148,648	-	-
20-570-5501.1609	KINMOUNT/FARNHAM ST. REPAIRS	-	-	-	-	-
20-570-5501.1612	INTERSECTION LED SAFETY LIGHTS	-	-	-	-	-
20-570-5501.1614	TREE PLANTING - CITYWIDE	156	-	-	-	-
20-570-5501.1617	MEDIAN DROUGHT TOLERANT PLANTS	-	-	-	-	-
20-570-5501.1617	MEDIAN DROUGHT TOLERANT PLANTS	-	-	-	-	-
20-570-5501.1832	GREENBROOK ST. REHAB - 1	-	-	-	-	-
20-570-5501.1927	CATCH BASIN INSTALL PROJECT	-	-	-	-	-
20-570-5501.1932	GREENBROOK ST. REHAB - 2	-	-	-	-	-
20-570-5501.2002	FARQUHAR STREET IMPROVEMENT	-	-	-	-	-
20-570-5501.2003	NOEL STREET IMPROVEMENT	13,351	-	-	-	-
20-570-5501.2012	OVERHEAD STREET SIGNS	-	-	-	-	-
20-570-5501.2101	SUBERBIA - REHABILITATION (RMRA SB-1)(c/o from FY20-21)	-	186,984	157,325	-	-
20-570-5501.2102	WOODCREST & CARRIER ROW ST (SB-1)	-	229,083	19,398	-	-
20-570-5501.2103	STORM DRAIN MANAGEMENT PLAN (GAS TAX)	-	75,000	61,367	-	-
20-570-5501.2104	SURVEY CITY BOUNDARIES	-	75,000	-	-	-
20-570-5501.XXXX	NEW DUTCH HAVEN ST IMP (SB-1)	-	-	-	462,500	-
20-570-5501.XXXX	BLOMFIELD ST IMPROVEMENT PROJECT	-	-	-	300,000	-
20-563-6010	TRANSFERS OUT - GENERAL FUND	120,000	120,000	-	120,000	120,000
	TOTAL EXPENDITURES	231,853	761,067	461,738	882,500	120,000
	NET CHANGE TO FUND BALANCE	223,083	(247,536)	47,093	(275,612)	522,337
	ENDING FUND BALANCE	236,180	(11,356)	60,190	(215,422)	306,915



City of Los Alamitos
Special Revenue Fund - Public Safety Augmentation
For Fiscal Year 2022-23, 2023-24

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	7,721	(4,104)	(4,104)	18,487	46,603
21-4110	SPL. SALES TAX AUGMENTATION	97,739	110,783	127,429	132,966	138,285
21-4620	INVESTMENT EARNINGS	436	436	162	150	150
	TOTAL REVENUES	98,175	111,219	127,591	133,116	138,435
21-563-6010	TRANSFERS OUT - GENERAL FUND	110,000	110,000	105,000	105,000	120,000
	TOTAL EXPENDITURES	110,000	110,000	105,000	105,000	120,000
	NET CHANGE TO FUND BALANCE	(11,825)	1,219	22,591	28,116	18,435
	ENDING FUND BALANCE	(4,104)	(2,885)	18,487	46,603	65,038



City of Los Alamitos
Special Revenue - Supplemental Law Enforcement
For Fiscal Year 2022-23, 2023-24

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	48,769	48,769	48,769	69,919	101,119
22-4340	SLESF ALLOCATION	167,423	160,000	160,000	170,000	170,000
22-4620	INVESTMENT EARNINGS	1,881	2,500	1,150	1,200	1,200
	TOTAL REVENUES	169,304	162,500	161,150	171,200	171,200
22-563-6010	TRANSFERS OUT - GENERAL FUND	140,000	140,000	140,000	140,000	140,000
	TOTAL EXPENDITURES	140,000	140,000	140,000	140,000	140,000
	NET CHANGE TO FUND BALANCE	29,304	22,500	21,150	31,200	31,200
	ENDING FUND BALANCE	78,073	71,269	69,919	101,119	132,319



City of Los Alamitos
Special Revenue - AQMD (AB2766)
For Fiscal Year 2022-23, 2023-24

		2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
	BEGINNING FUND BALANCE	115,169	111,680	115,169	61,580	70,415
23-4319	AB 2766 REVENUES	15,104	15,000	7,582	15,000	15,000
23-4620	INVESTMENT EARNINGS	1,202	1,500	694	700	700
23-546-5440	SALE OF PROPERTY	5,205	-	-	-	-
	TOTAL REVENUES	21,511	16,500	8,276	15,700	15,700
23-570-5501.1935	KATELLA AVE SIGNAL SYNC PROJ		55,000	55,000	-	-
23-570-5501.2101	WEBSITE MAINTENANCE	25,000	6,865	6,865	6,865	6,865
23-546-5440	VEHICLES - POLICE	-	-	-	-	-
	TOTAL EXPENDITURES	25,000	61,865	61,865	6,865	6,865
	NET CHANGE TO FUND BALANCE	(3,489)	(45,365)	(53,589)	8,835	8,835
	ENDING FUND BALANCE	111,680	66,315	61,580	70,415	79,250



City of Los Alamitos
Special Revenue - Street & Alley Improvements
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	6,748	6,818	6,748	6,790	6,840
24-4620 INVESTMENT EARNINGS	70	100	42	50	50
TOTAL REVENUES	70	100	42	50	50
TOTAL EXPENDITURES	-	-	-	-	-
NET CHANGE TO FUND BALANCE	70	100	42	50	50
ENDING FUND BALANCE	6,818	6,918	6,790	6,840	6,890



City of Los Alamitos
Special Revenue - Building Improvement Fund
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	196,552	105,169	196,552	18,626	22,026
25-4620 INVESTMENT EARNINGS	2,143	2,100	380	400	400
25-4910 TRANSFERS IN - GENERAL FUND	150,000	240,000	240,000	150,000	150,000
TOTAL REVENUES	152,143	242,100		150,400	150,400
25-570-5420 EQUIPMENT	-	-	-	-	-
25-570-5503.1915 FENLEY PUMP STATION MOTOR/ROOF	243,526	-	100,926	-	-
25-570-5503.2101 COMMUNITY CTR FR DR/EMER EXIT	-	65,000	65,000	-	-
25-570-5503.2102 FLOORING - YOUTH CTR, COMM CTR, PD	-	50,000	-	-	-
25-570-5503.2103 PAINTING - PD (INDOOR), COOM CTR (OUTDOOR)	-	25,000	-	-	-
25-570-5503.2104 STORAGE CONTAINERS (2)	-	12,000	12,000	-	-
25-570-5503.2105 PW MODULAR BREAKROOM	-	75,000	-	-	-
25-570-5503.XXXX COMMUNITY CTR DIVIDER PROJECT				72,000	
25-570-5503.XXXX DEMO PW & LATV BLDG				75,000	
TOTAL EXPENDITURES	243,526	227,000	177,926	147,000	-
NET CHANGE TO FUND BALANCE	(91,383)	15,100	(177,926)	3,400	150,400
ENDING FUND BALANCE	105,169	120,269	18,626	22,026	172,426



**City of Los Alamitos
Special Revenue - Measure M
For Fiscal Year 2022-23, 2023-24**

		2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
	BEGINNING FUND BALANCE	619,067	762,668	619,067	490,962	631,452
26-4899	MISC REVENUE				51,523	
26-4311.0002	MEASURE M2	226,432	219,988	219,988	226,690	226,690
26-4620	INVESTMENT EARNINGS	4,516	2,500	3,302	3,300	3,300
	TOTAL REVENUES	230,948	222,488	223,290	281,513	229,990
26-570-5501.1307	ADA ACCESS RAMPS	-	25,000	-	-	-
26-570-5501.1003	STREET MARKINGS/STRIPING	-	-	-	-	-
26-570-5501.1004	RESIDENTIAL STREET IMPROVEMENTS	-	-	-	-	-
26-570-5501.1008	PAVEMENT MGMT PROJECT	-	20,000	20,000	25,000	-
26-570-5501.1301	STREET TREE PROGRAM	-	-	-	-	-
26-570-5501.1305	STREET SIGNS REPLACEMENTS	-	-	-	-	-
26-570-5501.1320	APARTMENT ROW HOWARD STREET, REAGAN TO MAPLE (CDBG MATCH)	3,207	-	46,799	-	-
26-570-5501.1506	SUBERBIA - REHABILITATION (GAS TAX/MEAS M)(c/o from FY20-21)	1,646	122,946	122,946	-	-
26-570-5501.1612	SAFETY LIGHTS AT INTERSECTIONS	-	-	-	-	-
26-570-5501.1614	TREE PLANTING - CITYWIDE	-	50,000	-	-	-
26-570-5501.1621	CERRITOS AVENUE BRIDGE GUARDRAIL	7,022	30,000	30,000	-	-
26-570-5501.1740	ADA CERRITOS AVE SIDEWALKS	-	25,000	-	-	-
26-570-5501.1932	GREENBROOK ST. REHAB - 2	-	-	-	-	-
26-570-5501.1935	KATELLA AVE SIGNAL SYNC PROJ	2,500	51,110	51,110	-	-
26-570-5501.2001	TRAFFIC SIGNAL HEADS	-	-	-	-	-
26-570-5501.2002	FARQUHAR STREET IMPROVEMENT	-	-	-	-	-
26-570-5501.2004	VISUALLY IMPAIRED PED SIGNAL	10,745	-	-	-	-
26-570-5501.2005	ADA WORK ON POLES	-	-	-	-	-
26-570-5501.2006	STREET IMPROVEMENTS-REHAB/CRACK SEAL/POTHoles/REPAIRS	-	-	-	-	-
26-570-5501.2101	OLD TOWNE WEST LANE NARROW STRIPING - TRAFFIC CALMING	52,507	-	-	-	-
26-570-5501.2102	SPEED SURVEY	9,720	-	540	-	-
26-570-5501.2103	ARTERIAL AND RESIDENTIAL TREE TRIMMING	-	62,000	-	64,500	-
26-570-5501.2104	STREET SIGNS AT INTERSECTIONS (ARTERIAL OVERHEAD)	-	80,000	80,000	-	-
26-570-5501.3101	LOS AL BLVD - BOND ELIGIBLE	-	-	-	-	-
26-570-5501.2105	CATCH BASIN CPS PROJECT (MATCH)	-	-	-	51,523	-
26-570-5501.2106	BLOOMFIELD ST KATELLA AVE TO FARQUHAR AVE (10% MATCH CDBG)	-	-	6,500	-	-
26-570-5501.2107	HOWARD AVE NOEL ST TO LEXINGTON DR (10% MATCH CDBG)	-	-	6,500	-	-
	TOTAL EXPENDITURES	87,347	466,056	351,395	141,023	-
	NET CHANGE TO FUND BALANCE	143,601	(243,568)	(128,105)	140,490	229,990
	ENDING FUND BALANCE	762,668	519,100	490,962	631,452	861,442



**City of Los Alamitos
Special Revenue - Asset Seizure
For Fiscal Year 2022-23, 2023-24**

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	52,559	51,052	53,141	21,411	21,811
27-4325	MISC. POLICE REIMBURSEMENT	-	-	-	-	-
27-4335	FEDERAL ASSET FORFEITURES	-	-	-	-	-
27-4620	INVESTMENT EARNINGS	449	500	652	400	400
	TOTAL REVENUES	449	500	652	400	400
27-2320	ASSET FORFEITURE			32,382		
27-521-5420	EQUIPMENT - MDC'S	1,956	-	-	-	-
	TOTAL EXPENDITURES	1,956	-	32,382	-	-
	NET CHANGE TO FUND BALANCE	(1,507)	500	(31,730)	400	400
	ENDING FUND BALANCE	51,052	51,552	21,411	21,811	22,211



City of Los Alamitos
Special Revenue - Los Alamitos TV
For Fiscal Year 2022-23, 2023-24

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	66,050	75,547	66,050	52,084	38,164
28-4220	CHARTER (TW) PEG FEES	18,696	18,000	18,000	18,000	18,000
28-4222	VERIZON PEG FEES	6,909	6,900	6,900	6,900	6,900
28-4461	EVENT FILMING REIMBURSEMENT	6,500	6,500	6,500	6,500	6,500
28-4620	INVESTMENT EARNINGS	951	1,300	454	500	500
	TOTAL REVENUES	33,056	32,700	31,854	31,900	31,900
28-518-5209	DUES & SUBSCRIPTIONS		170	-	-	-
28-518-5246	MEETING CABLECASTING	12,117	21,500	21,500	21,500	21,500
28-518-5260	CONTRACTUAL SERVICES	5,420	8,000	8,000	8,000	8,000
28-518-5273	EVENT FILMING	-	6,000	6,000	6,000	6,000
28-518-5287	TECHNOLOGY INTRNL SRVC CHG	4,800	5,320	5,320	5,320	5,320
28-518-5420	EQUIPMENT	1,222	5,000	5,000	5,000	5,000
	TOTAL EXPENDITURES	23,559	45,990	45,820	45,820	45,820
	NET CHANGE TO FUND BALANCE	9,497	(13,290)	(13,966)	(13,920)	(13,920)
	ENDING FUND BALANCE	75,547	62,257	52,084	38,164	24,244



City of Los Alamitos
Special Revenue - Office of Traffic Safety
For Fiscal Year 2022-23, 2023-24

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	55,677	70,056	55,677	66,149	76,649
29-4465	VEHICLE IMPOUND FEES	18,731	15,000	15,000	15,000	15,000
29-4620	INVESTMENT EARNINGS	648	1,000	472	500	500
	TOTAL REVENUES	19,379	16,000	15,472	15,500	15,500
29-563-6010	TRANSFERS OUT - GENERAL FUND	5,000	5,000	5,000	5,000	5,000
	TOTAL EXPENDITURES	5,000	5,000	5,000	5,000	5,000
	NET CHANGE TO FUND BALANCE	14,379	11,000	10,472	10,500	10,500
	ENDING FUND BALANCE	70,056	81,056	66,149	76,649	87,149



City of Los Alamitos
Special Revenue - Debt Service
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	249	249	249	255	361
31-4620 INVESTMENT EARNINGS	591	200	100	100	100
31-4910 TRANSFERS IN - GENERAL FUND	208,000	213,500	213,500	215,500	215,500
TOTAL REVENUES	208,591	213,700	213,600	215,600	215,600
31-560-7194 FISCAL AGENT FEE	1,325	1,325	1,325	1,325	1,325
31-560-7195 BOND INTEREST	132,269	132,269	132,269	129,169	126,169
31-560-7196 BOND PRINCIPAL	74,997	80,000	80,000	85,000	88,000
31-563-6042 TRANSFERS OUT - CAPITAL OUTLAY	-	-	-	-	-
TOTAL EXPENDITURES	208,591	213,594	213,594	215,494	215,494
NET CHANGE TO FUND BALANCE	-	106	6	106	106
ENDING FUND BALANCE	249	355	255	361	467



**City of Los Alamitos
Special Revenue - Park Development
For Fiscal Year 2022-23, 2023-24**

		2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
	BEGINNING FUND BALANCE	622,166	704,970	622,166	626,522	630,922
40-4620	INVESTMENT EARNINGS	7,151	8,600	4,356	4,400	4,400
40-4267	PARK IMPACT FEES	134,228	-	-	-	-
	TOTAL REVENUES	141,379	8,600	4,356	4,400	4,400
40-570-5503.1937	COMM CNTR ENCLOSED OD STORAGE	-	-	-	-	-
40-570-5502.1109	COYOTE CREEK IMPROVEMENT PROJ	-	-	-	-	-
40-570-5502.1612	LC PARK BB COURT/PARKING LOT	-	-	-	-	-
40-570-5502.1938	LABOURDETTE PRK EQUIP/SURFACE	-	-	-	-	-
40-570-5502.1939	LABOURDETTE PRK TURF RENO	-	-	-	-	-
40-570-5502.2006	LAUREL PARK RESTROOMS	-	-	-	-	-
40-570-5502.2007	LAUREL PARK FENCING & MESH	-	-	-	-	-
40-570-5502.2008	STANSBURY PARK TURF RENOVATION	-	-	-	-	-
40-570-5502.2009	LAUREL PARK TENNIS COURT RESURFACING	-	-	-	-	-
40-570-5502.2010	LAUREL PARK ADA BLEACHERS	-	-	-	-	-
40-570-5502.2011	SOROPTOMIST PARK TURF RENOVATION	-	-	-	-	-
40-570-5502.2036	COMMUNITY CENTER ALUM DOORS	-	-	-	-	-
40-570-5503.1936	COMM/YOUTH CENTER ADA REPAIRS	58,575	-	-	-	-
40-570-5503.1940	COMMUNITY CENTER REPAIRS	-	-	-	-	-
40-570-5503.1941	REPLACEMENT COMM CTR ROOF	-	-	-	-	-
	TOTAL EXPENDITURES	58,575	-	-	-	-
	NET CHANGE TO FUND BALANCE	82,804	8,600	4,356	4,400	4,400
	ENDING FUND BALANCE	704,970	713,570	626,522	630,922	635,322



City of Los Alamitos
Special Revenue - Capital Outlay
For Fiscal Year 2022-23, 2023-24

		2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
	BEGINNING FUND BALANCE	-	-		-	
42-4931	TRANSFERS IN - DEBT SERVICE	-	-		-	
42-4620	INVESTMENT EARNINGS		-		-	-
	TOTAL REVENUES	-	-		-	-
42-570-5501.3101	LOS AL BLVD - BOND ELIGIBLE	-	-		-	-
	TOTAL EXPENDITURES	-	-		-	-
	NET CHANGE TO FUND BALANCE	-	-		-	-
	ENDING FUND BALANCE	-	-		-	-



City of Los Alamitos
Special Revenue - Traffic Improvement
For Fiscal Year 2022-23, 2023-24

		2020-21	2021-22	2021-22	2022-23	2023-24
		Actual	Adopted	Projection	Proposed	Estimate
	BEGINNING FUND BALANCE	56,188	272,561	56,188	72,132	89,632
44-4270	TRAFFIC MITIGATION FEES	218,617	15,000	15,000	15,000	15,000
44-4620	INVESTMENT EARNINGS	2,598	2,500	2,542	2,500	2,500
44-4899	MISCELLANEOUS REVENUE	-	-	-	275,000	-
	TOTAL REVENUES	221,215	17,500	17,542	292,500	17,500
44-570-5501.1302	CONCRETE REPAIRS	-	-	-	-	-
44-570-5501.1719	BRIGGEMAN STREET WIDENING	4,842	-	1,598	275,000	-
44-570-5501.3101	LOS AL BLVD - BOND ELIGIBLE	-	-	-	-	-
	TOTAL EXPENDITURES	4,842	-	1,598	275,000	-
	NET CHANGE TO FUND BALANCE	216,373	17,500	15,944	17,500	17,500
	ENDING FUND BALANCE	272,561	290,061	72,132	89,632	107,132



City of Los Alamitos
Special Revenue - Vehicle & Equipment Replacement
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	822,473	878,108	878,108	264,001	26,439
50-4470 GARAGE INTERNAL SERVICE CHARGE	234,026	242,000	246,750	246,750	600,000
50-4480 VEHICLE CAPITL REPLCMNT CHARGE	70,000	70,000	70,000	70,000	70,000
50-4830 SALE OF PROPERTY	24,090	-	-	-	-
50-4852 CAPITAL LEASE PROCEEDS	-	-	-	-	-
50-4894 INSURANCE REIMBURSEMENT	-	-	-	-	-
50-4896 DAMAGE TO CITY PROPERTY	-	-	-	-	-
50-4910 TRANSFER IN - GEN FUND	-	-	-	-	-
TOTAL REVENUES	328,116	312,000	316,750	316,750	670,000
50546-5117 UNIFORM ALLOWANCE					
50-546-5201 SUPPLIES	13,460	10,000	5,000	5,000	5,000
50-546-5150 RETIREMENT	-	-	-	-	-
50-546-5155 GASB68 PENSION - CONTRA	-	-	-	-	-
50-546-5206 UNIFORMS	-	-	-	-	-
50-546-5207 TRAVEL & TRAINING	-	-	-	-	-
50-546-5221.1701 INSURANCE	-	-	-	-	-
50-546-5225 AUTO PARTS - POLICE	14,016	10,000	10,000	10,000	10,000
50-546-5226 AUTO PARTS-RECREATION	113	-	88	500	500
50-546-5227 AUTO PARTS-PW	5,610	1,000	1,000	1,000	1,000
50-546-5228 AUTO PARTS-OTHER	1,656	-	27	-	-
50-546-5255 NATURAL GAS	-	-	-	-	-
50-546-5258 GASOLINE	61,808	83,000	83,000	83,000	83,000
50-546-5275 OUTSIDE SERVICES-PD	32,808	50,000	50,000	45,000	45,000
50-546-5276 OUTSIDE SERVICES-REC	440	5,000	5,000	5,000	5,000
50-546-5277 OUTSIDE SERVICES-PW	4,012	15,000	15,000	15,000	15,000
50-546-5278 OUTSIDE SERVICES-OTHER VEHICLE	1,194	15,000	15,000	-	-
50-546-5285 DEPRECIATION EXPENSE	82,629	80,000	80,000	95,000	95,000
50-546-5287 TECHNOLOGY INTRNL SRVC CHG	1,600	4,750	4,750	4,750	4,750
50-546-5435 EQUIPMENT - PW	(2,673)	182,000	182,000	15,000	15,000
50-546-5440 VEHICLES	(26,690)	300,000	300,000	90,000	120,000
50-546-7190 CAPITAL LEASE INTEREST	(70)	5,930	5,930	5,000	4,000
50-546-7191 CAPITAL LEASE PRINCIPAL	82,568	174,062	174,062	180,062	186,062
TOTAL EXPENDITURES	272,481	935,742	930,857	554,312	589,312
NET CHANGE TO FUND BALANCE	55,635	(623,742)	(614,107)	(237,562)	80,688
ENDING FUND BALANCE	878,108	254,366	264,001	26,439	107,127



**City of Los Alamitos
Special Revenue - Police Capital
For Fiscal Year 2022-23, 2023-24**

	2020-21 Actual	2021-22 Adopted	2021-22 Projection		2023-24 Estimate
BEGINNING FUND BALANCE	138,602	178,602	138,602	178,602	218,602
51-4481 POLICE CAPITAL REPLACEMENT CHG	40,000	40,000	40,000	40,000	40,000
TOTAL REVENUES	40,000	40,000	40,000	40,000	40,000
51-525-5272 WEST-COMM CONTRACTUAL	-	-		-	-
51-525-5291 MAINTENANCE - COMMUNICATIONS	-	-		-	-
51-525-5420 EQUIPMENT	-	-		-	-
51-525-5425 WEST-COMM CAD/RMS					
TOTAL EXPENDITURES	-	-	-	-	-
NET CHANGE TO FUND BALANCE	40,000	40,000	40,000	40,000	40,000
ENDING FUND BALANCE	178,602	218,602	178,602	218,602	258,602



City of Los Alamitos
Special Revenue - Facilities, Streets, Parks, & Pool
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection		2023-24 Estimate
BEGINNING FUND BALANCE	609,304	615,735	609,304	609,304	19,304
52-4910 TRANSFERS IN - GENERAL FUND	40,000	-		100,000	-
TOTAL REVENUES	40,000	-	-	100,000	-
52-570-5285 DEPRECIATION EXPENSE	7,430				
52-570-5501.2005 ROUND #2 BLOOMFIELD FARQUHAR	40,000	40,000	-	40,000	
52-570-5501.3101 LOS AL BLVD - BOND ELIGIBLE	-	-		-	
52-570-5501.4105 MATCHING SCAG GRANT - CWATP	(10,233)	-		-	
52-570-5501.XXXX GENERATOR PROJECT				650,000	
52-570-5503.1941 REC COMM CENTER ROOF	3,802	-		-	
TOTAL EXPENDITURES	33,569	40,000	-	690,000	-
NET CHANGE TO FUND BALANCE	6,431	(40,000)	-	(590,000)	-
ENDING FUND BALANCE	615,735	575,735	609,304	19,304	19,304



City of Los Alamitos
Special Revenue - Technology Replacement
For Fiscal Year 2022-23, 2023-24

	2020-21	2021-22	2021-22	2022-23	2023-24
	Actual	Adopted	Projection	Proposed	Estimate
BEGINNING FUND BALANCE	274,232	292,755	274,232	229,280	130,814
53-4475 TECHNOLOGY INTERNAL SERVICE CH	160,000	190,000	190,000	190,000	190,000
TOTAL REVENUES	160,000	190,000	190,000	190,000	190,000
53-570-5503.1931 CITY HALL GENERATOR	-	145,000	6,069	-	-
53-512-5201 SUPPLIES	1,856	2,000	2,000	2,000	2,000
53-512-5260 CONTRACTUAL SERVICES	28,651	77,000	77,000	77,000	77,000
53-512-5280 MAINTENANCE SUPPORT CONTRACT	54,185	41,000	41,000	41,000	41,000
53-512-5285 DEPRECIATION EXPENSE	8,380	7,800	7,800	7,500	7,500
53-512-5420 EQUIPMENT	15,134	10,000	10,000	10,000	10,000
53-512-5450 COMPUTERS	9,102	25,000	45,705	45,000	25,000
53-512-5451 SOFTWARE	24,169	17,000	45,378	105,966	101,466
TOTAL EXPENDITURES	141,477	324,800	234,952	288,466	263,966
NET CHANGE TO FUND BALANCE	18,523	(134,800)	(44,952)	(98,466)	(73,966)
ENDING FUND BALANCE	292,755	157,955	229,280	130,814	56,848



City of Los Alamitos
Special Revenue - Self Insurance
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection		2023-24 Estimate
BEGINNING FUND BALANCE	20,407	292,379	20,407	216,047	35,814
54-4899 MISCELLANEOUS REVENUE	115,101	40,000	300	1,000	1,000
54-4910 TRANSFER IN - GEN FUND	561,000	660,000	660,000	660,000	900,000
TOTAL REVENUES	676,101	700,000	660,300	661,000	901,000
54-561-5701 CLAIMS ADJUSTMENT EXPENSE	8,323	45,000	23,500	23,500	23,500
54-561-5211 WORKERS COMP CLAIMS	197,989	130,000	17,586	20,000	20,000
54-561-5212 WORKERS COMP INSURANCE	151,129	152,676	152,676	187,000	215,000
54-561-5214 LIABILITY CLAIMS	(50,565)	70,000	23,512	40,000	40,000
54-561-5215 LIABILITY INSURANCE	2,511	165,401	160,638	448,300	448,300
54-561-5221 PROPERTY INSURANCE	61,486	84,000	63,028	97,433	105,000
54-561-5260 CONTRACTUAL SERVICES	33,256	33,921	23,720	25,000	27,000
TOTAL EXPENDITURES	404,129	680,998	464,660	841,233	878,800
NET CHANGE TO FUND BALANCE	271,972	19,002	195,640	(180,233)	22,200
ENDING FUND BALANCE	292,379	311,380	216,047	35,814	58,014



City of Los Alamitos
Special Revenue - Coronavirus Relief Fund
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	370,434	290,253	290,253	246,043	-
55-4899 MISCELLANEOUS REVENUE	179,819	-	4,667	-	
TOTAL REVENUES	179,819	-	4,667	-	-
55-560-5001 SMALL BUSINESS GRANT AWARDS	260,000	-	48,877	-	-
55-560-5002 GRANT RELATED EXPENSES				246,043	
TOTAL EXPENDITURES	260,000	-	48,877	246,043	-
NET CHANGE TO FUND BALANCE	(80,181)	-	(44,210)	(246,043)	-
ENDING FUND BALANCE	290,253	290,253	246,043	-	-



City of Los Alamitos
Special Revenue - American Rescue Plan Act (ARPA)
For Fiscal Year 2022-23, 2023-24

	2020-21 Actual	2021-22 Adopted	2021-22 Projection	2022-23 Proposed	2023-24 Estimate
BEGINNING FUND BALANCE	-	1,363,442		855,116	1,518,558
56-4899 MISCELLANEOUS REVENUE	-		1,363,442	1,363,442	
TOTAL REVENUES	-	-	1,363,442	1,363,442	-
56-560-5001 GRANT AWARDS					
56-560-5002 GRANT RELATED EXPENSES			508,326	700,000	1,518,558
TOTAL EXPENDITURES	-	-	508,326	700,000	1,518,558
NET CHANGE TO FUND BALANCE	-	-	855,116	663,442	(1,518,558)
ENDING FUND BALANCE	-	1,363,442	855,116	1,518,558	-



FY 2022-23

Capital Improvement Projects

CITY OF LOS ALAMITOS
Capital Improvement Projects
Fiscal Year 2022-23

PROJECT TITLE	FUNDING SOURCE	ACCOUNT	FY2022-23 PROJECTED
STREETS AND DRAINAGE			
Regular Yearly Work			
ARTERIAL AND RESIDENTIAL TREE TRIMMING	Measure M	26-570-5501.2103	\$ 64,500
Special Funded Projects			
CATCH BASIN CPS PROJECT (MATCH)	Measure M	26-570-5501.2105	\$ 51,523
NEW DUTCH HAVEN STREET IMPROV PROJECT (SB-1)	Gas Tax	20-570-5501.XXXX	\$ 462,500
BLOOMFIELD STREET IMPROV PROJECT	Gas Tax	20-570-5501.XXXX	\$ 300,000
WEBSITE MAINTENANCE	AQMD	23-570-5501.2101	\$ 6,865
BRIGGMAN STREET WIDENING	Traffic Improv	44-570-5501.1719	\$ 275,000
STERNS PARK PROJECT (Y)	Measure Y	10-570-5501.XXXX	\$ 650,000
PHASE II STREET IMPROVEMENTS (Y)	Measure Y	10-570-5501.XXXX	\$ 1,000,000
GEN FUND GRANT MATCH (Y)	Prop 68 Grant	10-570-5501.XXXX	\$ 187,000
CATCH BASIN CPS PROJECT (MATCH)	Gen Fund (Match)	10-570-5501.1708	\$ 12,881
Facilities			
COMMUNITY CTR DIVIDER PROJECT	Bldg Improv	25-570-5503.XXXX	\$ 72,000
DEMO PW & LATV BLDG (Carryover)	Bldg Improv	25-570-5503.XXXX	\$ 75,000
ELECTRIC SVC & WIRING UPGD - PD (Carryover)	Facilities	52-570-5501.2005	\$ 40,000
GENERATOR PROJECT (Carryover \$100,000)	Facilities	52-570-5501. XXXX	\$ 650,000
Pavement Management Plan			
PAVEMENT MGMT PROJECT	Measure M	26-570-5501.1008	\$ 25,000
CDBG Funding Projects			
STERNS PARK PROJECT	CDBG	19.570.5501.XXXX	\$ 350,000
Carryover FY21-22			\$ 215,000
FY22-23			\$ 4,007,269
Total Funded			\$ 4,222,269

CAPITAL IMPROVEMENT PROJECTS SUMMARY BY FUND - FISCAL YEAR 2022-23	
CDBG Fund (19)	\$ 350,000
Gas Tax Fund (20)	\$ 762,500
AQMD (23)	\$ 6,865
Bldg Improv (25)	\$ 72,000
Measure M Fund (26)	\$ 141,023
Traffic Improv (44)	\$ 275,000
Facilities Streets and Parks (52)	\$ 550,000
General Fund (10)	\$ 1,849,881
Carryover (FY21-22)	\$ 215,000
Total Capital Improvement Projects - Fiscal Year 2022-23 (Including Carryovers)	\$ 4,222,269

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 13, 2022

ITEM NUMBER: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: City Manager Employment Agreement

SUMMARY

Following the conclusion of negotiations with City Manager Chester C. Simmons, the City Council will consider approval of a new City Manager Employment Agreement.

RECOMMENDATION

1. Receive an oral report summarizing the proposed new City Manager Employment Agreement; and,
2. Adopt Resolution No. 2022-23 approving and authorizing the Mayor to execute a new City Manager Employment Agreement with Chester C. Simmons.

BACKGROUND

On January 21, 2020, the City Council unanimously approved a three-year Employment Agreement with Mr. Simmons, appointing Mr. Simmons as Los Alamitos' City Manager. Pursuant to Section 3.5 of the 2020 Employment Agreement, the City Council engages in annual performance reviews of the City Manager. The City Council conducted its closed session performance review of the City Manager on September 20, 2021 and November 8, 2021, and met in closed session to discuss contract negotiations on March 7, 2022, April 18, 2022, and May 16, 2022.

DISCUSSION

Pending City Council approval, the new City Manager Employment Agreement will be for an initial term of three years commencing on July 1, 2022. The City Manager will receive an annual salary of \$214,026.00, with a subsequent 3% increase in year two, and a 2% increase in year three. Each year of the contract term, the City Manager will also receive a \$5,000 retention bonus and will accrue vacation leave at a rate commensurate with 14 years or more of service. Except as noted below, the City Manager will receive the same benefits provided for other Executive Management employees as set forth in the Salary and Benefit Resolution.

The City will contribute an additional \$700 per month toward the payment of medical premiums, \$700 towards the participation in a City-approved deferred compensation plan, and a one-time cash distribution of \$5,000, in line with distributions received by other City employees. The City Manager will be provided with a City-issued cellular phone, or may elect

to receive a \$70.00 monthly stipend for use of his own cellular phone. The City will provide the City Manager with a monthly stipend of \$55.00 for a wireless hotspot. Additionally, the City Manager will be provided a City-owned or leased vehicle.

The attached City Manager Employment Agreement details all elements of the proposed compensation for the City Manager position. An oral report summarizing the recommended compensation plan for the City Manager position will be made by the City Attorney during open session before final action is taken.

FISCAL IMPACT

The costs associated with this new employment agreement have been included within the budget for the coming fiscal year.

- Attachment:
1. Resolution No. 2022-23 - Approving New City Manager Employment Agreement
 2. City Manager Agreement_Simmons_2022 (Final) (6-9-22)

RESOLUTION NO. 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A NEW CITY MANAGER EMPLOYMENT AGREEMENT WITH CHESTER C. SIMMONS

WHEREAS, on January 21, 2020, the City Council unanimously approved a three-year Employment Agreement with Mr. Simmons, appointing Mr. Simmons as Los Alamitos' City Manager; and,

WHEREAS, pursuant to Section 3.5 of the 2020 Employment Agreement, the City Council engages in annual performance reviews of the City Manager; and,

WHEREAS, the City Council conducted its closed session performance review of the City Manager on September 20, 2021 and November 8, 2021, and met in closed session to discuss contract negotiations on March 7, 2022, April 18, 2022, and May 16, 2022; and,

WHEREAS, following the conclusion of contract negotiations, the City and Mr. Simmons desire to enter into a new City Manager Employment Agreement, which shall supersede and replace the 2020 Employment Agreement; and,

WHEREAS, pursuant to Section 703 of the City Charter, the City Council is required to establish the salary of the City Manager by ordinance or resolution.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Chester C. Simmons is hereby reappointed City Manager of the City of Los Alamitos to serve at the direction and pleasure of the City Council pursuant to Article VII of the City Charter.

SECTION 3. The City Council hereby approves and authorizes the Mayor to execute the City Manager Employment Agreement, attached hereto as Exhibit "1" and incorporated herein by reference with an effective date of July 1, 2022.

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

PASSED, APPROVED, AND ADOPTED this 13th day of June 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 13th day of June, 2022, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 1st of July, 2022 ("Effective Date") by and between the City of Los Alamitos, a California charter city and municipal corporation (hereinafter referred to as "City") and Chester C. Simmons (hereinafter referred to as "Employee" and/or "City Manager"), in order to provide in writing the terms and conditions of employment as City Manager for City. City and Employee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

2. RECITALS.

2.1 City.

City desires to employ Employee as City Manager for the City of Los Alamitos, and Employee desires to accept employment as City Manager. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as City Manager of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position, a true and correct copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council, and will be under the day-to-day supervision and direction of the City Council.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise by the City Council.

3.1.4 Moonlighting. Employee will focus his professional time, ability, and attention on City business during the Term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent; and

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 Work Schedule. It is recognized that Employee must devote a great deal of time outside normal office hours and outside of City Hall to meet the business needs of the City. As such, Employee shall regulate his own work schedule provided he accommodates a normal business schedule and remains accessible, recognizing the needs of the organization and community.

3.1.6 City Documents and Confidentiality. All data, studies, reports and other documents prepared by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law. The obligations of the City and Employee under this section shall survive the termination of this Agreement.

3.1.7 City Council Commitments:

(1) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through Employee or Employee's designee, and neither the City Council nor any member thereof shall give direction to any subordinate of Employee, either publicly or privately.

(2) No member of the City Council will order the appointment or removal of any person to any office or employment under the supervision and control of Employee.

(3) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of Employee, as specified in the City Charter, the Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

(4) The Parties desire that the City Manager abide by the International City/County Management Association (ICMA) Code of Ethics. Neither the City Council nor any of its members shall give the City Manager any order, direction, or request that would require the City Manager to Violate the ICMA Code of Ethics.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall continue from the Effective Date for a period of three (3) years through and including July 1st, 20225 (“Initial Term”). Following the Initial Term, this Agreement will automatically extend for an additional 12 months and will continue to do so until either Party gives the other written notice of termination at least thirty (30) days prior to the expiration of the then current term. At no point will there be less than 12 months on the unexpired term of the contract.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is “at-will” and that Employee shall serve at the will and pleasure of the City Council, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement and the City’s Charter and Municipal Code.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

- Agreement;
- (1) Upon mutual agreement in writing by both Parties to terminate this
 - (2) Upon resignation by Employee;
 - (3) Upon the death of Employee;
 - (4) When Employee has been unable to perform all or substantially all of the essential functions of his position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.
 - (5) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause; Severance. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to six months base salary and the Premium Contribution (as described in Sections 3.3 and 3.4.4 below) in year

2022-2023, and which amount shall increase annually by one month for each year served with a cap of nine months base salary and the maximum Premium Contribution (“Severance Payment”). Employee shall receive said payment as a lump sum payment within thirty (30) days of Employee’s last day of employment with City. The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City and City Council members individually and collectively (“Separation Agreement and General Release”). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee’s sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave.

Termination without cause may not be exercised by the City sixty (60) days prior to any City Council election or ninety (90) days following the certification of any City Council election.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his position with City, Employee shall give City Council a minimum of thirty (30) days’ notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation leave, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (5) of 3.2.6.2 below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. However, Employee shall be entitled to compensation for accrued and unused vacation leave.

3.2.6.1 *Grounds for Termination for Cause.* As used in this Agreement, cause shall mean any of the following:

- a) Conviction of a felony;
- b) Conviction of a misdemeanor arising out of Employee’s duties under this Agreement and involving a willful or intentional violation of law;
- c) Willful abandonment of duties, other than for excused medical reasons;
- d) A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body; or
- e) Any other intentional or grossly negligent action or inaction by Employee that materially and substantially: (1) impedes or disrupts the operations of the City or its organizational units; (2) is detrimental to employee or public safety; (3) violates properly established rules or procedures of the City causing a material and substantial adverse impact on the City; or (4) has

a material and substantial adverse effect on the City's interests as clearly defined and delineated by properly established City Council action taken by the City Council as a body, policy, regulations, or ordinances.

3.2.6.2 *Termination Procedures.* Subject to Section 707 of the City Charter, the following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City Council shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his intended termination for cause ("Termination Notice"), the City Council may suspend him/her from duty, but his total compensation shall continue for sixty (60) days from the date of the Termination Notice.

(2) Within seven (7) calendar days from his receipt of the Termination Notice, Employee may challenge such termination for cause by delivery to the City Clerk of a written demand for a public hearing before the City Council upon the specifications. Failure to submit a written demand for such a hearing within the seven (7) calendar day period shall constitute a waiver of such right.

(3) If a public hearing before the City Council is demanded, no special notice (e.g., newspaper publication) shall be required for the hearing, other than agenda noticing required by the Brown Act. The City Council shall fix a time for the public hearing which shall be held at its regular meeting place before the expiration of the thirty (30) day period referred to in subparagraph (1) above.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement. The City Council's determination shall be final and without right of further appeal.

(5) In the event the City Council concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he would have received if terminated without cause pursuant to Section 3.2.4 above and upon the conditions set forth in Section 3.2.4. Employee shall not have any reinstatement rights.

3.2.7 Government Code Provisions. In accordance with Government Code Sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code Section 53243.4, Employee shall fully reimburse City for such monies paid. This provision shall survive termination of this Agreement.

3.2.8 Joint Communications Upon Employee's Termination. In the event the City Council terminates Employee without cause, Neither the City Council, individual City Council members, nor Employee shall make any written, oral or electronic statement to any member of the press concerning Employee's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City Council and Employee. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any press inquiry.

3.3 Salary.

3.3.1 Employee's base salary shall be Two Hundred Fourteen Thousand Twenty Six Dollars (\$214,026.00), subject to all necessary deductions and withholdings required by state and/or federal law. City shall also deduct sums Employee is obligated to pay because of participation in plans or programs described elsewhere in this Agreement.

3.3.2 On the one-year anniversary of the Effective Date of this Agreement, Employee shall receive an automatic three percent (3%) salary increase. On the two-year anniversary of the Effective Date of this Agreement, Employee shall receive an additional automatic two percent (2%) salary increase. These annual salary increases shall be added to Employee's base salary, which will total \$220,447.00 in year 2023-2024 and \$224,856.00 in year 2024-2025.

3.3.3 The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Council pursuant to the Salary and Benefits Resolution. Employee salary shall remain, at a minimum, five percent (5%) greater than the salary of Employee's highest paid subordinate.

3.3.4 At the end of each calendar year, Employee may also be entitled to up to a two percent (2%) performance based incentive bonus. Any performance based incentive shall be dependent upon Employee's success in implementing the performance plan described in Section 3.5 below, as well as other issues deemed relevant by the City Council, and shall be within the City Council's sole and absolute discretion.

3.3.5 Upon the Effective date, Employee shall receive a Five Thousand Dollars (\$5,000.00) retention bonus. On the one-year and two-year anniversaries of the Effective Date of this Agreement, Employee shall receive additional retention bonuses, each totaling Five Thousand Dollars (\$5,000.00).

3.3.6 Any performance bonus awarded pursuant to Section 3.3.4, retention bonus paid pursuant to Section 3.3.5, and the one-time cash distribution paid pursuant to Section 3.4.12 shall be provided as a lump sum payment and shall not be added to Employee's base salary.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, administrative leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended.

3.4.1 Administrative Leave. Employee shall accrue administrative leave in accordance with the rules and policies set forth for Executive Management employees in the Salary and Benefit Resolution, as may be amended.

3.4.2 Vacation Leave. Employee shall accrue vacation leave at the rate of 178 hours annually, to be accumulated on a bi-weekly basis at a pro-rated amount equivalent to the annual amount. Employee is required to take a minimum of seven (7) days of consecutive leave annually.

3.4.3 Notice of Vacation and Administrative Leave. Employee shall provide as much written notice as possible to the City Council when Employee plans on using more than one day's worth of administrative or vacation leave. Absent extenuating circumstances, in no event shall the notice be less than seven (7) calendar days.

3.4.4 Disability, Health, and Life Insurance; Physical Examinations. City agrees to provide contributions for comprehensive medical, optical and dental insurance for Employee and his dependents, as provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended, except that the City shall contribute up to Two Thousand One Hundred Dollars (\$2,100.00) per month toward the payment of premiums for health, dental and optical insurance for Employee and his dependents ("Premium Contribution"). Alternatively, Employee may elect to receive a monthly payment equal to the maximum Premium Contribution in lieu of participation in the City's medical, optical and dental insurance program. Employee shall also be entitled to the same long-term disability insurance and physical examination benefits that are provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended.

3.4.5 Retirement. City agrees to execute all necessary agreements to enroll Employee as a "Classic" Employee in the Public Employees' Retirement System of the State of California ("PERS"). Employee shall be entitled to the same retiree medical benefits provided for Executive Management employees in the Salary and Benefit Resolution. Retirement benefits are provided for Executive Management personnel under the 2.7% at 55 Plan of PERS. Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

3.4.5.1 City shall pay the employer share of the PERS retirement contribution as actuarially determined by PERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level.

3.4.5.2 Employee shall pay the employee's share of the PERS retirement contribution as actuarially determined by PERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level.

3.4.6 Auto. City shall provide a City-owned or -leased vehicle to Employee for his exclusive use (the "Vehicle"). City shall bear all the fixed and variable costs and expenses of the Vehicle, including registration and license fees, insurance, maintenance, fuel, and repairs.

3.4.7 Deferred Compensation. City shall contribute Seven Hundred Dollars (\$700.00) per month into a City-approved deferred compensation plan of the Employee's choice on behalf of Employee.

3.4.8 Cellular Telephone. During the term of this Agreement City shall provide Employee with a City issued cellular phone to be used in accordance with City policy. City shall pay for the cellular phone expenses. Alternatively, Employee may elect to use his own cellular phone, for which the City will provide a monthly stipend of Seventy Dollars (\$70.00). Employee shall be required to execute City's standard cellular telephone use agreement in the event a City phone is provided.

3.4.9 Wi-Fi Hotspot. During the term of this Agreement City shall provide Employee with a monthly stipend of Fifty-Five Dollars (\$55.00) for a Wi-Fi hotspot.

3.4.10 Fair Market Value Purchase Option. Provided Employee is not terminated for cause under Section 3.2.6, Employee shall have the option to repurchase any or all City-issued equipment, including without limitation the Vehicle provided pursuant to Section 3.4.6, computer/tablet, or other office equipment for a purchase price equal to the "Fair Market Value" of the equipment at such point in time. If Employee has elected to purchase the equipment, City shall provide Employee with a Bill of Sale following payment. For the purposes of this Purchase Option, "Fair Market Value" shall be defined as the purchase price that would be obtained in an arm's length transaction between a willing seller and a willing purchaser, neither under the compulsion to buy or sell. In the event City and Employee cannot agree upon the Fair Market Value, then such value shall be determined by an independent appraiser selected by City but satisfactory to Employee. The cost of such appraisal shall be borne equally by City and Employee.

3.4.11 Professional Organizations. Participation in professional and service organizations, appointive boards and committees and voluntary programs by Employee is encouraged, provided such participation is consistent with the responsibilities of the City Manager of the City and the goals and priorities set by the City Council for Employee. Employee shall inform the City Council before commencement of any such activities. In accordance with City policy, City will provide membership fees for such organizations and will reimburse reasonable and official travel, meetings, and conferences within the scope of the annual budget within the City Council's discretion. Employee must provide copies of receipts or other detail to the Finance Department prior to receiving reimbursement of business expenses. Payment for travel expenses and reimbursement for expenses shall be in accordance with the City's current travel and Reimbursement Policy.

3.4.12 One-Time Cash Distribution. Upon the Effective date, Employee shall receive a one-time cash distribution totaling Five Thousand Dollars (\$5,000.00).

3.5 Performance Evaluation.

The City Council and Employee shall develop a performance plan for the upcoming year. This performance plan shall define such goals and performance objectives as mutually determined by the City Council and Employee to be necessary for the proper operation of the City and for the attainment of the City Council’s policy objectives. The City Council and Employee shall further establish a relative priority among those goals and performance objectives. The performance plan shall be amended from time to time by a majority vote of the City Council. The performance plan shall form the basis for the City Council’s performance evaluation process. The City Council shall also perform an annual performance evaluation of Employee which shall be conducted on or about the anniversary date of the Effective Date of this Agreement and which shall be focused in part on Employee’s success in implementing the performance plan (“Annual Review”). During the second Annual Review, leading into or occurring year three of the Agreement, the City Council shall inform Employee of its intent – at that time – to either extend the employment relationship with Employee or to allow the Agreement to expire. Notwithstanding the foregoing, any such indication of intent from the City Council shall not extend the Term of this Agreement absent a written agreement executed by both Parties, nor shall any such indication of intent from the City Council in any way limit the City’s termination rights under this Agreement. The City Council may conduct performance evaluations during a noticed closed session more often than annually, whenever the majority of the City Council believes one is necessary. Individual City Council members will endeavor to first meet with the City Manager to discuss and resolve any perceived performance issues prior to calling for a closed session performance evaluation outside of the Annual Review.

3.6 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
ATTN: City Council

EMPLOYEE: Chester C. Simmons
Attn: City Manager
[Mailing address on file with City Clerk]

With a copy to: Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd, Suite 1200
Costa Mesa, CA 92626

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

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

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as may be amended, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his duties as City Manager.

3.4.5 Indemnification. Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Employee using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Employee occurring within the course and scope of Employee's employment under this Agreement. Legal representation, provided by City for Employee, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and Employee such that independent counsel is required for Employee, Employee may engage his/her own legal counsel, in which event City shall indemnify Employee, including direct payment of all such reasonable costs related thereto.

In the event that the City provides funds for the legal criminal defense of Employee, Employee shall fully reimburse said funds to the City if the Employee is convicted of a crime involving an abuse of his office or position. Employee shall reimburse such criminal

legal defense fees to the City no later than six (6) months after such conviction. Abuse of office or position shall have the meaning set forth in Government Code 53243.4, as may be amended, of either (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or (2) a crime against public justice, including, but, not limited to, a crime described in Title 7 (commencing with Section 92 of Part 1 of the Penal Code).

3.7.6 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.7 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.8 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.7.9 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.10 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.11 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

CITY OF LOS ALAMITOS

By: _____
Shelley Hasselbrink, Mayor

Attest: _____
Windmera Quintanar, MMC, City Clerk

EMPLOYEE

By: _____
Chester C. Simmons

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

Exhibit “A”

City Manager Job Description

CITY OF LOS ALAMITOS

Job Description

CITY MANAGER

THE POSITION

The City Manager serves as the City's Executive responsible for administering the policies of the City Council. The City Manager is appointed by the City Council and serves at its pleasure. All departments and employees of the City report to the City Manager, with the exception of the City Clerk and the City Attorney.

ESSENTIAL JOB FUNCTIONS

Submits the Annual Budget to the City Council and other required financial reports and documents, which are an indication of the City's financial status. Recommends policies for consideration by the City Council and keeps the Council informed of community issues on a timely basis. Responsible for personnel actions of the City and represents the City Council on labor negotiations with employee organizations. Evaluates the performance of department heads and key personnel of the City's workforce and takes appropriate action to ensure that the City is run in an efficient, cost effective manner. Communicates with the public in a thoughtful, courteous, and responsive manner. Acts as spokesperson for the City Council as required.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

The position of City Manager requires a variety of attributes which are characteristic of a seasoned and professional public manager. Excellent interpersonal skills are critical to the position. An ability to accomplish work through others and to motivate, train and inspire the City's workforce is an essential element for the successful growth, development and prosperity of the City. An ability to interact with the community and to resolve neighborhood, as well as, City-wide issues is requisite for the position. Upper most is the ability to create a vision for the accomplishment of goals and objectives, with clear priorities which are consistent with stated policies of the City Council.

DESIRABLE EXPERIENCE AND TRAINING

Bachelor's Degree in Public Administration, Political Science, or closely related field. A Master's Degree is desirable. A proven track in public management with a minimum of five years experience as a Chief Executive or Assistant in a full service public agency.

SPECIAL JOB RELATED REQUIREMENTS

Valid California Driver's License.