

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, July 18, 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

Mayor Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Doby will give the Invocation.

5. PRESENTATIONS

- A. Presentation of an Award to Jeff Tomlin in Recognition of Partnership in Policing**
- B. Presentation of Certificates to Los Al Tribe Youth Rugby in Recognition of Winning the National Sevens Youth Rugby Championship, Boys U15 Tier 1**
- C. Introduction of Police Officer Christian Cruz and Police Officer Stephanie Roberts to the Community**

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 June 3, 2022 to July 6, 2022.

Recommendation:

Ratify the Warrants for the period from June 3, 2022 to July 6, 2022 in the amount of \$1,781,893.32

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 ()**B. Resolution No. 2022-26 – Amendment to the City’s Conflict of Interest Code (Administration)**

To comply with the requirements of State law, the attached Resolution proposes to amend the City’s Conflict of Interest Code by updating the list of designated employees that have significant involvement in the City’s decision-making process.

Recommendation:

1. Receive and file the 2022 Local Agency Biennial Notice; and,
2. Adopt Resolution No. 2022-26, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY AND REPEALING RESOLUTION 2021-38.”

C. Personnel Changes Related to the Budget (Administration)

This report outlines the various personnel related changes that were adopted as part of the Fiscal Year 2022-23 budget.

Recommendation:

1. Adopt Resolution No. 2022-25, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS FOR ECONOMIC DEVELOPMENT SUPERVISOR AND FULL TIME CODE ENFORCEMENT OFFICER”; and,
2. Adopt Resolution No. 2022-24, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR EXECUTIVE MANAGEMENT AND NONREPRESENTED EMPLOYEES TO INCLUDE ECONOMIC DEVELOPMENT SUPERVISOR”.

D. Event Management Services Agreement with Special Olympics Southern California (Recreation)

This report provides general information and seeks City Council approval of a new Event Management Services Agreement with Special Olympics Southern California and waive facility use fees for third-party services to provide programs for special

needs athletes in Los Alamitos.

Recommendation:

Authorize the Mayor to execute the Event Management Services Agreement with Special Olympics Southern California and waive facility use fees for third-party administration services to provide programs for special needs athletes in Los Alamitos through June 1, 2024.

E. Briggeman Drive Street Improvement Project (CIP 22/23-03) (Development Services)

This report recommends actions to begin facilitating the construction for the Briggeman Drive Street Improvement Project - CIP 22/23-03. The City of Los Alamitos proposes to widen the eastern portion of Briggeman Drive from Reagan Street to 300 feet in the westerly direction of the intersection. The widening will be 5-foot curb-to-curb in the eastbound lane.

Recommendation:

1. Approve the plans and specifications for the construction of the Briggeman Drive Street Improvements Project (CIP 22/23-03); and,
2. Authorize Staff to advertise and solicit bid proposals.

F. Measure M2 Seven Year Capital Improvement Program 2022/2023 (Development Services)

This item is a follow-up to the June 13, 2022 staff report entitled, Measure M2 Seven Year Capital Improvement Program 2022/2023. The Orange County Transportation Authority (OCTA) is requiring the City Council to accept and approve additional findings regarding the online reporting tool. This action will allow the City to remain eligible to receive Measure M2 sales tax revenue funds.

Recommendation:

1. Approve the Orange County Transportation Authority Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 printout from OC Fundtracker to comply with Measure M2 eligibility criteria; and,
2. Authorize Staff to submit the approved OCTA Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 printout.

G. Award of Bid for the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02) (Development Services)

This item recommends actions for awarding of bid to begin the construction of the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02).

Recommendation:

1. Award construction for the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02) to Hardy & Harper, Inc. in the amount of \$262,000; and,

2. Authorize the Mayor to execute the contract with Hardy & Harper, Inc. for the project; and ,

3. Authorize City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 25% or \$65,500.00

H. 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.

11. DISCUSSION ITEM

A. Designation of Voting Delegate and Alternate for the League of California Cities' 2022 Annual Conference & Expo (Administration)

The League of California Cities Annual Conference & Expo will be held in Long Beach from September 7-9, 2022. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting. This item is for Council designation of a voting delegate and alternate.

Recommendation:

1. Appoint a Council Member to serve as the City's Voting Delegate for the League of California Cities 2022 Annual Business Meeting; and,

2. Appoint a Council Member to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

12. PUBLIC HEARING

A. Ordinance No. 2022-04 - AB 481 Military Equipment Use Policy (Police)

Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075, requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by approval from their governing body, prior to the agency funding, acquiring, or using military equipment.

AB 481 became effective January 1, 2022. Per AB 481, law enforcement agencies are now required to first obtain approval for this policy content from their respective governing body. Following approval, law enforcement agencies are further required to submit an annual military equipment report to the governing body for as long as the equipment is available for use. Agencies are also required to attach a military equipment inventory to the policy.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2022-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2022-04 entitled "AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AND APPROVING LOS ALAMITOS POLICE DEPARTMENT POLICY 709, MILITARY EQUIPMENT USE POLICY, IN COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL NO. 481 (AB 481)".

13. CLOSED SESSION

A. Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)

B. Conference with Legal Counsel - Initiation of Litigation

Pursuant to subdivision (c) of Section 54956.9: (One potential case)

14. 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.



Windmera Quintanar, MMC, City Clerk
Dated: July 14, 2022

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 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 June 3, 2022 to July 6, 2022.

RECOMMENDATION

Ratify the Warrants for the period from June 3, 2022 to July 6, 2022 in the amount of \$1,781,893.32

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 the availability of monies for payment thereof.

FISCAL IMPACT

The grand total of \$1,781,893.32 represents checks and electronic fund transfers for the period June 3, 2022 to July 6, 2022.

Attachment: 1. Warrants July 18, 2022

CITY OF LOS ALAMITOS
A/P Warrants
JULY 18, 2022

To Ratify

Pages:

1-7	\$	341,609.75	Warrant	06/01/2022
8-20	\$	400,081.94	Warrant	06/15/2022
21-27	\$	312,252.21	Warrant	06/29/2022
28	\$	9,904.30	July Retirees	07/01/2022
29	\$	174,894.05	Payroll	06/10/2022
30	\$	94,145.67	Benefits & Withholdings	06/10/2022
31	\$	245,858.88	Payroll	06/24/2022
32	\$	203,146.52	Benefits & Withholdings	06/24/2022

Grand Total \$ 1,781,893.32

The attached Warrant Register containing checks and electronic funds transfers for the period from June 3, 2022 to July 6, 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 July, 2022

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	WEEKEND ART SEC GRD MAR'22	GENERAL FUND	SPORTS	336.00
			TOTAL:	336.00
ADAMSON POLICE PRODUCTS	NAME STRIP, VELCRO: CLABOR	GENERAL FUND	POLICE ADMINISTRATION	13.11
	ELECTRIC SHOTGUN LOCK W/ K	GARAGE FUND	GARAGE	410.40
	CODE3 PKG FT GRILL, SPEAKE	GARAGE FUND	GARAGE	5,392.37
	LOCKS FOR LOCKER DOWN FL V	GARAGE FUND	GARAGE	905.12
			TOTAL:	6,721.00
ALL CITY MANAGEMENT SERVICES	CROSS GUARDS 4/17/22-4/30/	GENERAL FUND	TRAFFIC	2,932.65
			TOTAL:	2,932.65
ANGELA SALAMONE	SU CONCERTS BAND 7/28/22	GENERAL FUND	SPECIAL EVENTS	1,000.00
			TOTAL:	1,000.00
PHILIP ARNOLD	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	307.62
			TOTAL:	307.62
CARLOS BARAJAS	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	419.78
			TOTAL:	419.78
BSE REMOVERS	BEE REMOVERS	GENERAL FUND	PARK MAINTENANCE	140.00
	BEE REMOVERS	GENERAL FUND	PARK MAINTENANCE	305.00
			TOTAL:	445.00
BRADLEY R JOHNSON	SU CONCERTS 7/21/22	GENERAL FUND	SPECIAL EVENTS	1,200.00
			TOTAL:	1,200.00
ROBERT JOHN BIELMA	SU CONCERTS BAND 7/14/22	GENERAL FUND	SPECIAL EVENTS	1,500.00
			TOTAL:	1,500.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	APR'22 BLD DRAWS (CONEY&HA	GENERAL FUND	PATROL	259.08
			TOTAL:	259.08
CANON FINANCIAL SERVICES, INC.	BW & CL METER USAGE MAR'22	GENERAL FUND	RECREATION ADMINISTRAT	518.28
			TOTAL:	518.28
CARDNO, INC.	CARDNO, INC. - SITE REVIEW	GENERAL FUND	ADMINISTRATION	2,940.75
	CARDNO, INC. - SITE REVIEW	GENERAL FUND	ADMINISTRATION	4,263.50
			TOTAL:	7,204.25
JHM SUPPLY, INC.	JHM SUPPLY, INC.	GENERAL FUND	STREET MAINTENANCE	576.46
			TOTAL:	576.46
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REV SVC 03/22 LOS AL	GENERAL FUND	NON-DEPARTMENTAL	362.50
	WQMP REV SVC 03/22 KELLER	GENERAL FUND	NON-DEPARTMENTAL	833.75
	CHARLES ABBOTT ASSOCIATES,	GENERAL FUND	BUILDING INSPECTION	28,678.34
			TOTAL:	29,874.59
CHINITOS TACOS	CITY EMPLOYEE LUNCHEON	GENERAL FUND	ADMINISTRATION	1,852.20
			TOTAL:	1,852.20
CINDY GRISWOLD	CPR FOR ADULT, CHILD, & IN	GENERAL FUND	SPECIAL CLASSES	83.20
	CPR ADULT, CHILD, & INFANT	GENERAL FUND	SPECIAL CLASSES	54.60
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	41.60
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	10.40

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	189.80
CLEANSTREET		GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
SEAN CONNOLLY	REITREE INSURANCE	GENERAL FUND	BENEFITS & LIABILITY R	832.98
			TOTAL:	832.98
COUNTY OF ORANGE TREASURER-TAX	PARKING VIOLATIONS APR 22	GENERAL FUND	NON-DEPARTMENTAL	3,432.00
	OC AUTO FGPT ID SYS AFIS M	GENERAL FUND	COMMUNICATIONS TECHNOL	453.00
			TOTAL:	3,885.00
COUNTY OF ORANGE-OFFICE OF DIST ATTY	PA LAMC VIO JAN-MAR'22	GENERAL FUND	NEIGHBORHOOD PRESERVAT	826.74
			TOTAL:	826.74
CROSSTOWN ELECTRICAL & DATA, INC.	BLOOMFIELD & CARBON CREEK	GENERAL FUND	STREET MAINTENANCE	192.00
	LOS ALAMITOS & ROSSMOOR 2/	GENERAL FUND	STREET MAINTENANCE	1,040.86
	KATELLA & CHERRY 2/2022	GENERAL FUND	STREET MAINTENANCE	576.00
	LOS ALAMITOS & FLORISTA 2/	GENERAL FUND	STREET MAINTENANCE	59.50
	BLOOMFIELD & KATELLA 2/202	GENERAL FUND	STREET MAINTENANCE	117.55
	CERRITOS & LOS ALAMITOS MA	GENERAL FUND	STREET MAINTENANCE	58.50
	LOS ALAMITOS & SAUSALITO M	GENERAL FUND	STREET MAINTENANCE	58.50
	CROSSTOWN ELECTRICAL & DAT	GENERAL FUND	STREET MAINTENANCE	58.50
	CROSSTOWN ELECTRICAL & DAT	GENERAL FUND	STREET MAINTENANCE	58.50
	CERRITOS AVE & HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	234.00
	LOS ALAMITOS & BRADBURY 3/	GENERAL FUND	STREET MAINTENANCE	175.50
	LOS ALAMITOS & BRADBURY 3/	GENERAL FUND	STREET MAINTENANCE	351.00
			TOTAL:	2,979.41
CROWN TROPHY	YOUTH TRACK & FIELD	GENERAL FUND	SPORTS	128.87
			TOTAL:	128.87
RICHARD DELEON	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	652.98
			TOTAL:	652.98
JAIME DIAZ	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	877.52
			TOTAL:	877.52
ECS IMAGING, INC.		AMERICAN RESCUE PL NON -	DEPARTMENTAL	6,446.00
			TOTAL:	6,446.00
ENTERPRISE FM TRUST	05/22 LEASE FORD F15,TRAN,	GARAGE FUND	GARAGE	1,851.37
			TOTAL:	1,851.37
EPLUS TECHNOLOGY INC.		AMERICAN RESCUE PL NON -	DEPARTMENTAL	48,880.00
	EPLUS TECHNOLOGY-PURE STO	AMERICAN RESCUE PL NON -	DEPARTMENTAL	3,266.44
			TOTAL:	52,146.44
INTEGRITY NEWSPAPER INC.	INTRO ORDINANCE LIVE FOWL	GENERAL FUND	ADMINISTRATION	230.00
	PUBLIC NOTICE	GENERAL FUND	ADMINISTRATION	330.00
	INTEGRITY NEWSPAPER INC.	GENERAL FUND	ADMINISTRATION	152.16
	PUBLIC NOTICE (MASTER FEE	GENERAL FUND	ADMINISTRATION	226.50
	ORDINANCE 2020-05	GENERAL FUND	ADMINISTRATION	508.50
	62055 PUBLIC HEARING	GENERAL FUND	PLANNING	130.83
	62256 CUP 15-05 & 16-03	GENERAL FUND	PLANNING	144.32
	77204 CUP 08-09M2	GENERAL FUND	PLANNING	154.80

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	95339 PUBLIC NOTICE	GENERAL FUND	PLANNING	378.00
			TOTAL:	2,255.11
FLOCK GROUP INC.		POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	33,000.00
			TOTAL:	33,000.00
EVAN FLYNN	EVAN FLYNN - TRAINING MAR'	GENERAL FUND	INVESTIGATION	117.39
			TOTAL:	117.39
FRONTIER COMMUNICATIONS	PHONE LINES JAIL ALM & 2 R	GENERAL FUND	COMMUNICATIONS TECHNOL	237.11
			TOTAL:	237.11
GANAHL LUMBER COMPANY	GANAHL LUMBER COMPANY	GENERAL FUND	STREET MAINTENANCE	41.49
	TOOL SUPPLIES	GENERAL FUND	STREET MAINTENANCE	46.51
	STAKES FOR CONCRETE FORMIN	GENERAL FUND	STREET MAINTENANCE	63.02
	SUPP FOR LAUREL PK FENCE	GENERAL FUND	PARK MAINTENANCE	132.86
	PD PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	252.82
	PD PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	12.01
	PD PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	16.35
	SHOP SUPPLIES	GARAGE FUND	GARAGE	86.60
			TOTAL:	651.66
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FEES MAY'22	GENERAL FUND	NON-DEPARTMENTAL	983.33
			TOTAL:	983.33
HI-WAY SAFETY, INC.	HI-WAY SAFETY, INC.	GENERAL FUND	STREET MAINTENANCE	373.39
			TOTAL:	373.39
HIRSCH & ASSOCIATES, INC.		GENERAL FUND	COMMUNITY DEVEL ADMIN	1,000.00
	PARK CONCEPTUAL DESIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,500.00
			TOTAL:	2,500.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SVCS - JUNE 2022	SELF INSURANCE TRU	INSURANCE	1,125.00
			TOTAL:	1,125.00
SHARON KERBOW	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	709.70
			TOTAL:	709.70
JUSTINE KIM	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	219.06
			TOTAL:	219.06
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER USAGE 1/19/22-4/19/	GENERAL FUND	POLICE ADMINISTRATION	769.83
			TOTAL:	769.83
LOS ALTOS TROPHY	NAME BADGE - LOS ALTOS TRO	GENERAL FUND	CITY COUNCIL	11.26
	LOS ALTOS TROPHY	GENERAL FUND	PLANNING	28.07
			TOTAL:	39.33
LYNN CARD COMPANY	STATIONARY CARDS	GENERAL FUND	POLICE ADMINISTRATION	518.00
			TOTAL:	518.00
MATRIX IMAGING PRODUCTS, INC.	LG FORMAT SCAN/PREP TKT220	GENERAL FUND	PLANNING	2,875.00
			TOTAL:	2,875.00
TODD MATTERN	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	820.77
			TOTAL:	820.77

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BRUCE MCALPINE	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	327.26
			TOTAL:	327.26
MIKE RAAHAUGES SHOOTING ENTERPRISES	1 @ PISTOL RANGE @ \$22 EH	GENERAL FUND	PATROL	22.00
			TOTAL:	22.00
MISC. VENDOR	DAVE EMERSON	GENERAL FUND	NON-DEPARTMENTAL	0.50
	DAVE EMERSON	GENERAL FUND	NON-DEPARTMENTAL	1.00
	DAVE EMERSON	GENERAL FUND	NON-DEPARTMENTAL	383.00
	DAVE EMERSON	GENERAL FUND	NON-DEPARTMENTAL	76.60
	TWIN STEPS ARC	GENERAL FUND	NON-DEPARTMENTAL	1,727.67
	JAY SCOTT	GENERAL FUND	SPECIAL EVENTS	300.00
			TOTAL:	2,488.77
MV CHENG ASSOCIATES, INC.	ACCT. TECH. SVCS - APR 202	GENERAL FUND	FINANCE	3,307.50
			TOTAL:	3,307.50
NATIONAL DEMOGRAPHICS, INC.	LOS ALAMITOS '22 REDIST.	GENERAL FUND	ADMINISTRATION	24,750.00
			TOTAL:	24,750.00
NORM'S AUTOMOTIVE CENTER, INC.	NORM'S AUTOMOTIVE CENTER,	GARAGE FUND	GARAGE	522.26
	NORM'S AUTOMOTIVE CENTER,	GARAGE FUND	GARAGE	175.50
	NORM'S AUTOMOTIVE CENTER,	GARAGE FUND	GARAGE	385.82
			TOTAL:	1,083.58
MARIA O'CONNELL	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	832.98
			TOTAL:	832.98
THOMAS OLIVER	SU FOR CITY HALL 1 RCPT DE	GENERAL FUND	BUILDING MAINTENANCE	171.74
			TOTAL:	171.74
ORANGE COUNTY SHERIFF'S DEPARTMENT	ARREST/CTL COURSE K.STEINH	GENERAL FUND	POLICE ADMINISTRATION	15.00
			TOTAL:	15.00
WILLIAM L. OFFENHAUER	SU CONCERTS BAND 8/4/22	GENERAL FUND	SPECIAL EVENTS	1,200.00
			TOTAL:	1,200.00
BUCKLEY BUILDING INC.		GENERAL FUND	BUILDING MAINTENANCE	4,310.00
			TOTAL:	4,310.00
LORIN PAHOLSKI	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	307.62
			TOTAL:	307.62
CASSANDRA PALMER	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	582.18
			TOTAL:	582.18
DIANA C. PEREZ	LEARN & GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	563.55
	SHAPING IT UP W/ ABC'S & 1	GENERAL FUND	SPECIAL CLASSES	373.75
	SHAPING IT UP W/ ABC'S & 1	GENERAL FUND	SPECIAL CLASSES	332.15
			TOTAL:	1,269.45
PLACEWORKS, INC.	PLACEWORKS, INC.	GENERAL FUND	COMMUNITY DEVEL ADMIN	8,400.00
			TOTAL:	8,400.00
Public Risk Innovation Solutions and M	CYBER LIABILITY 11/1/21-7/	SELF INSURANCE TRU INSURANCE		9,688.00
			TOTAL:	9,688.00

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	500.00
			TOTAL:	500.00
QUADIENT LEASING USA, INC	LEASE PMT 6/12/22-9/11/22	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
WILLIAM L. BEEMAN II	SU CONCERTS BAND 6/30/22	GENERAL FUND	SPECIAL EVENTS	1,100.00
			TOTAL:	1,100.00
TOM RASO	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	760.98
			TOTAL:	760.98
REDFLEX TRAFFIC SYSTEMS, INC.	APR'22 KATELA & LAB & BLOO	GENERAL FUND	TRAFFIC	9,600.00
			TOTAL:	9,600.00
MCKENZIE RICKS	BEGINNING COOKIE DECORATIN	GENERAL FUND	SPECIAL CLASSES	549.90
			TOTAL:	549.90
RICO G. ROBERTSON	R. ROBERTSON - CLAIM SETTLE	SELF INSURANCE TRU	INSURANCE	2,500.00
			TOTAL:	2,500.00
GARY SALDIVAR	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	419.78
			TOTAL:	419.78
SDI PRESENCE LLC	IT SVC MAR 2022	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	T&M IT SUPPORT SVC MAR 202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,850.00
	SENTINEL ONE CONTROL MAR'2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	350.61
	IT SVC APR 2022	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	T&M IT SUPPORT SVC APR 202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,375.00
	SENTINEL ONE CONTROL APR'2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	330.46
	BACKUP SERVER LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	CLOUD BACKUP LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	900.00
	BACKUP CLOUD STORAGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
	BACKUP SERVER LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	CLOUD BACKUP LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	900.00
	BACKUP CLOUD STORAGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
			TOTAL:	19,850.07
SEAN THOMAS BIERMAN	SU CONCERTS BAND 8/11/22	GENERAL FUND	SPECIAL EVENTS	1,500.00
			TOTAL:	1,500.00
JANICE SHORE	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	695.69
			TOTAL:	695.69
MCLEAN ENTERPRISES, INC.	ST IMP PROJECT POSTCARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,980.29
	OIL PRG LETTER RES MAILER/	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,383.30
			TOTAL:	3,363.59
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SITEONE LANDSCAPE SUPPLY H	GENERAL FUND	STREET MAINTENANCE	23.39
			TOTAL:	23.39
SOCAL AUTO & TRUCK PARTS INC.	SOCAL AUTO & TRUCK PARTS I	GARAGE FUND	GARAGE	1,010.62
	SHOP SUPPLIES	GARAGE FUND	GARAGE	515.00
	SHOP SUPPLIES CREDIT	GARAGE FUND	GARAGE	227.34
	SHOP SUPPLIES	GARAGE FUND	GARAGE	27.99
			TOTAL:	1,326.27

WARRANTS 06/01/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ST. OF CALIFORNIA DEPT. OF JUSTICE	APR'22 FGPT28 APPS, CHILD	GENERAL FUND	NON-DEPARTMENTAL	1,066.00
			TOTAL:	1,066.00
SWANK MOTION PICTURES, INC.	PARKLET - ARPA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	405.00
			TOTAL:	405.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS APR 2022	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
ROBERT THOME	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	768.28
			TOTAL:	768.28
WEST PUBLISHING CORPORATION	DETECTIVE - APR 2022	GENERAL FUND	INVESTIGATION	313.27
			TOTAL:	313.27
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	65.23
	TIME WARNER CABLE - PHONE	GENERAL FUND	ADMINISTRATION	39.99
	CABLE SVC 5/2/22-6/1/22	GENERAL FUND	COMMUNICATIONS TECHNOL	134.96
			TOTAL:	240.18
GREG TORRES	RETIREE INSURANCE 6/2022	GENERAL FUND	BENEFITS & LIABILITY R	369.12
			TOTAL:	369.12
TOTAL COMPENSATION SYSTEMS, INC	GASB 75 VALUATION SVC INST	GENERAL FUND	FINANCE	2,340.00
			TOTAL:	2,340.00
TYLER TECHNOLOGIES	ACCTING SYSTEM MAINT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	21,761.43
	CENTRAL CASH COLLECTION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,649.96
	ANN FEES POS PAY, OFFICE E	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,530.28
	SUPPORT SVC	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,077.52
	ACUCORP ACUSERVER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,192.74
			TOTAL:	29,211.93
WE FIT, LLC	BIGGEST LOSER CHALLENGE	GENERAL FUND	CITY COUNCIL	2,800.00
			TOTAL:	2,800.00
WEST COAST ARBORISTS, INC.	WEST COAST ARBORISTS, INC. MEASURE M		CAPITAL PROJECTS	1,080.00
			TOTAL:	1,080.00
JOHN KEATING	SU CONCERTS BAND 6/23/22	GENERAL FUND	SPECIAL EVENTS	1,200.00
			TOTAL:	1,200.00
WOODRUFF, SPRADLIN & SMART	GEN ADVISORY APR 2022	GENERAL FUND	CITY ATTORNEY	13,257.60
	PROSECUTOR SVCS	GENERAL FUND	CITY ATTORNEY	3,125.50
			TOTAL:	16,383.10
WORLD TRADE PRINTING COMPANY	4TH JULY SPONSOR BANNER	GENERAL FUND	SPECIAL EVENTS	212.06
	SU CONCERT SERIES BANNER'2	GENERAL FUND	SPECIAL EVENTS	195.75
			TOTAL:	407.81

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	175,101.60		
26	MEASURE M	1,080.00		
50	GARAGE FUND	11,055.71		
51	POLICE CAPITAL EXPENSES	33,000.00		
53	TECHNOLOGY REPLACEMENT	49,062.00		
54	SELF INSURANCE TRUST	13,313.00		
56	AMERICAN RESCUE PLAN ACT	58,997.44		

	GRAND TOTAL:	341,609.75		

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
2010 OFFICE FURNITURE, INC.	OFFICE FURNITURE - PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,323.92
			TOTAL:	3,323.92
ADAMSON POLICE PRODUCTS	DODGE CHARGER OUTFITTING	GARAGE FUND	GARAGE	5,392.37
	DODGE CHARGER OUTFITTING	GARAGE FUND	GARAGE	905.12
			TOTAL:	6,297.49
AGUSTIN DELGADO	SANTA ANA TRAINING CENTER	GENERAL FUND	PATROL	16.37
	A.DELGADO EXPENSE REPORT	GENERAL FUND	PATROL	53.13
			TOTAL:	69.50
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS: 244 HRS	GENERAL FUND	TRAFFIC	5,841.36
			TOTAL:	5,841.36
ANDERSON ELECTRICAL & LIGHTING SERVICE	P.D. CALLED FOR SERVICE	GENERAL FUND	BUILDING MAINTENANCE	120.00
			TOTAL:	120.00
BARBARA BANNERMAN	YOGA W/ BARBARA DROP IN 5/	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	9.75
BOARD OF EQUALIZATION	SALES & USE TAX - JAN-MAR	GENERAL FUND	NON-DEPARTMENTAL	5.00
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	0.41
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	2.26
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	8.50
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	1.04
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	4.21
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	3.70
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	4.39
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	0.92
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	NON-DEPARTMENTAL	0.02
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	0.16
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	3.40
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	0.54
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	7.26
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	0.31-
	SALES & USE TAX - JAN-MAR	GENERAL FUND	CITY COUNCIL	0.67
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	CITY COUNCIL	13.79
	SALES & USE TAX - JAN-MAR	GENERAL FUND	ADMINISTRATION	0.25
	SALES & USE TAX - JAN-MAR	GENERAL FUND	FINANCE	0.04
	SALES & USE TAX - JAN-MAR	GENERAL FUND	FINANCE	0.23
	SALES & USE TAX - JAN-MAR	GENERAL FUND	FINANCE	0.21
	SALES & USE TAX - JAN-MAR	GENERAL FUND	POLICE ADMINISTRATION	0.08
	SALES & USE TAX - JAN-MAR	GENERAL FUND	POLICE ADMINISTRATION	18.78
	SALES & USE TAX - JAN-MAR	GENERAL FUND	POLICE ADMINISTRATION	9.53
	SALES & USE TAX - JAN-MAR	GENERAL FUND	POLICE ADMINISTRATION	13.88
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	POLICE ADMINISTRATION	0.10
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	POLICE ADMINISTRATION	7.12
	SALES & USE TAX - JAN-MAR	GENERAL FUND	PATROL	5.64
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PATROL	12.83
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PATROL	4.66
	SALES & USE TAX - JAN-MAR	GENERAL FUND	COMMUNITY OUTREACH	0.20
	SALES & USE TAX - JAN-MAR	GENERAL FUND	COMMUNITY DEVEL ADMIN	145.29
	SALES & USE TAX - JAN-MAR	GENERAL FUND	COMMUNITY DEVEL ADMIN	0.11
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	COMMUNITY DEVEL ADMIN	0.75-
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	COMMUNITY DEVEL ADMIN	0.26-
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PLANNING	0.27-

WARRANTS 06/15/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PLANNING	0.07-
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PUBLIC WORKS ADMIN	1.01-
	SALES & USE TAX - JAN-MAR	GENERAL FUND	STREET MAINTENANCE	0.63
	SALES & USE TAX - JAN-MAR	GENERAL FUND	STREET MAINTENANCE	31.85
	SALES & USE TAX - JAN-MAR	GENERAL FUND	STREET MAINTENANCE	36.81
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	STREET MAINTENANCE	3.35
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	STREET MAINTENANCE	2.95-
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PARK MAINTENANCE	3.60-
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	PARK MAINTENANCE	0.78-
	SALES & USE TAX - JAN-MAR	GENERAL FUND	BUILDING MAINTENANCE	9.65
	SALES & USE TAX - JAN-MAR	GENERAL FUND	BUILDING MAINTENANCE	103.62
	SALES & USE TAX - JAN-MAR	GENERAL FUND	BUILDING MAINTENANCE	2.59
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	BUILDING MAINTENANCE	4.92-
	SALES & USE TAX - JAN-MAR	GENERAL FUND	RECREATION ADMINISTRAT	0.15
	SALES & USE TAX - JAN-MAR	GENERAL FUND	RECREATION ADMINISTRAT	0.09
	SALES & USE TAX - JAN-MAR	GENERAL FUND	RECREATION ADMINISTRAT	4.28
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	0.29
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	0.11
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	1.14
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	1.38
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	1.09
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	RECREATION ADMINISTRAT	1.56-
	SALES & USE TAX - JAN-MAR	GENERAL FUND	COMMUNITY SERVICES	69.19
	SALES & USE TAX - JAN-MAR	GENERAL FUND	SPECIAL CLASSES	1.20
	SALES & USE TAX - JAN-MAR	GENERAL FUND	SPECIAL CLASSES	0.77
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL CLASSES	8.85
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL CLASSES	3.44
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL CLASSES	61.79
	SALES & USE TAX - JAN-MAR	GENERAL FUND	SPECIAL EVENTS	0.79
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL EVENTS	0.51
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL EVENTS	0.18
	SALE & USE TAX - JAN-MAR 2	GENERAL FUND	SPECIAL EVENTS	1.19
	SALES & USE TAX - JAN-MAR	GARAGE FUND	GARAGE	12.02
	SALES & USE TAX - JAN-MAR	GARAGE FUND	GARAGE	13.03
	SALES & USE TAX - JAN-MAR	GARAGE FUND	GARAGE	1.51
	SALES & USE TAX - JAN-MAR	GARAGE FUND	GARAGE	0.70
	SALES & USE TAX - JAN-MAR	GARAGE FUND	GARAGE	0.72
	SALE & USE TAX - JAN-MAR 2	GARAGE FUND	GARAGE	3.60-
	SALE & USE TAX - JAN-MAR 2	AMERICAN RESCUE PL NON - DEPARTMENTAL		4.36
	SALE & USE TAX - JAN-MAR 2	AMERICAN RESCUE PL NON - DEPARTMENTAL		9.85
	SALE & USE TAX - JAN-MAR 2	AMERICAN RESCUE PL NON - DEPARTMENTAL		5.27
	TOTAL:			647.53
CALIFORNIA POLICE CHIEFS ASSOCIATION	22/23 BYERLEY MEMBERSHIP D	GENERAL FUND	POLICE ADMINISTRATION	145.00
	CALIFORNIA POLICE CHIEFS A	GENERAL FUND	POLICE ADMINISTRATION	348.00
	TOTAL:			493.00
CARD INTEGRATORS CORPORATION	PROD COST FOR NEW DEPT ID	GENERAL FUND	POLICE ADMINISTRATION	11.85
	TOTAL:			11.85
JHM SUPPLY, INC.	IRRIGATION REPAIR AT MUSEU	GENERAL FUND	PARK MAINTENANCE	83.95
	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	74.74
	MAIN LIN LEAK REPAIR & NEW	GENERAL FUND	PARK MAINTENANCE	616.94
	REPAIRED IRR VALVE-COTTONW	GENERAL FUND	PARK MAINTENANCE	127.09
	IRR VALVE REPAIR-COTTONWOO	GENERAL FUND	PARK MAINTENANCE	227.32
	TOTAL:			1,130.04

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	A.PEREZ - CD DIRECTOR CNSL	GENERAL FUND	COMMUNITY DEVEL ADMIN	385.00
	INDUSTRIAL COMMERCIAL INS	GENERAL FUND	NPDES	2,070.00
			TOTAL:	2,455.00
CONTAINER ALLIANCE COMPANY	CUBE CONTAINER W/LOCKBOX	GENERAL FUND	BUILDING MAINTENANCE	7,691.65
			TOTAL:	7,691.65
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTIVE MAINT MAY 2022	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
L.N. CURTIS AND SONS	4 SWAT HELMETS	GENERAL FUND	PATROL	3,778.06
			TOTAL:	3,778.06
DATA TICKET, INC.	CITES - APRIL 2022	GENERAL FUND	TRAFFIC	928.16
			TOTAL:	928.16
EVERYTHING2GO.COM LLC	OFFICE FURNITURE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,166.79
			TOTAL:	1,166.79
EWLES MATERIALS	CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	230.00
			TOTAL:	230.00
ACCUFLOW SYSTEMS, INC.	SUPER ERECTA MOBILE 2 TIER	GENERAL FUND	PATROL	1,502.43
			TOTAL:	1,502.43
CARRI FOX	LINE DANCE W/ FOX DROP 4/2	GENERAL FUND	SPECIAL CLASSES	28.00
	LINE DANCE W/ FOX DROP 5/4	GENERAL FUND	SPECIAL CLASSES	28.00
	LINE DANCE W/ FOX DROP 5/1	GENERAL FUND	SPECIAL CLASSES	24.50
	LINE DANCE W/ FOX DROP 05/	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE W/ FOX DROP 05/	GENERAL FUND	SPECIAL CLASSES	17.50
			TOTAL:	119.00
GANAHL LUMBER COMPANY	PAINT FOR FENCING AT LAURE	GENERAL FUND	PARK MAINTENANCE	54.97
	PRIMER PAINT SHOP	GENERAL FUND	BUILDING MAINTENANCE	13.74
	DOOR STOP REPLC COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	80.57
	PD HALLWAY PAINTING	GENERAL FUND	BUILDING MAINTENANCE	155.59
	P.D. HALLWAY PAINTING	GENERAL FUND	BUILDING MAINTENANCE	71.82
			TOTAL:	376.69
GOOD BETTER BEST FURNITURE, INC.	OFFICE FURNITURE - PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,078.72
			TOTAL:	4,078.72
GMT	CITY HALL 1 & 2 PROVIDE, I	GENERAL FUND	BUILDING MAINTENANCE	1,055.00
			TOTAL:	1,055.00
GOLDEN STATE WATER COMPANY	3251 KATELLA IRRIG	GENERAL FUND	STREET MAINTENANCE	221.20
	10703 LOS AL BLVD, IRR	GENERAL FUND	STREET MAINTENANCE	675.64
	10786 REAGAN	GENERAL FUND	STREET MAINTENANCE	137.04
	10961 REAGAN	GENERAL FUND	STREET MAINTENANCE	128.51
	10972 BLOOMFIELD (LAUREL P	GENERAL FUND	PARK MAINTENANCE	457.87
	10972 BLOOMFIELD - LAUREL	GENERAL FUND	PARK MAINTENANCE	3,968.06
	CERRITOS & LOS AL BLVD IRR	GENERAL FUND	PARK MAINTENANCE	140.62
	10822 PINE (PINE PARK)	GENERAL FUND	PARK MAINTENANCE	230.87
	3302 CERRITOS -COYOTE CREE	GENERAL FUND	PARK MAINTENANCE	534.64
	10750 BLOOMFIELD (MCAULIFF	GENERAL FUND	PARK MAINTENANCE	6,352.28
			TOTAL:	12,846.73

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HERBERT MANANSALA	H.MANANSALA MILEAGE REIMBU	GENERAL FUND	NEIGHBORHOOD PRESERVAT	56.16
			TOTAL:	56.16
HINDERLITER, DE LLAMAS & ASSOCIATES	CONTRACT SVCS Q4 APR-JUN '22	GENERAL FUND	FINANCE	1,359.33
	TRANS TAX (APR-JUN 2022)	GENERAL FUND	FINANCE	600.00
			TOTAL:	1,959.33
JARED E. LLOYD	HCE DROP-IN 4/21	GENERAL FUND	SPORTS	224.00
	HCE DROP-IN 4/24	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 4/26	GENERAL FUND	SPORTS	272.00
	HCE DROP-IN 4/28	GENERAL FUND	SPORTS	208.00
	HCE DROP-IN 5/1	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 5/3	GENERAL FUND	SPORTS	240.00
	HCE DROP-IN 5/5	GENERAL FUND	SPORTS	256.00
	HCE DROP-IN 5/8	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 5/10	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 5/15	GENERAL FUND	SPORTS	96.00
	HCE DROP-IN 5/12	GENERAL FUND	SPORTS	208.00
	HCE DROP-IN 5/17	GENERAL FUND	SPORTS	144.00
	HCE DROP-IN 5/22	GENERAL FUND	SPORTS	80.00
	HCE DROP-IN 5/19	GENERAL FUND	SPORTS	160.00
	HCE DROP-IN 5/24	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 5/26	GENERAL FUND	SPORTS	144.00
			TOTAL:	2,624.00
KEVIN & VICKY GARRETT TENNIS, INC.	PEE WEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	184.60
	YOUTH BEG TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	324.35
	YOUTH BEG TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	462.80
	ADULT BEG TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	282.75
	PEE WEE TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	218.40
	YOUTH BEG TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	330.20
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	413.40
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	369.20
	YOUTH BEG TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	514.15
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	460.85
			TOTAL:	3,560.70
KIMBERLY ESMOND	PARENT & ME CREATIVE MOVEM	GENERAL FUND	SPECIAL CLASSES	266.50
	BEGINNING BALLET	GENERAL FUND	SPECIAL CLASSES	422.50
	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	563.55
	BALLET, TAP, AND JAZZ COMB	GENERAL FUND	SPECIAL CLASSES	187.20
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	185.25
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	469.95
			TOTAL:	2,094.95
THOMAS LASSER	EMCEE SVCS 4TH OF JULY EVE	GENERAL FUND	SPECIAL EVENTS	300.00
			TOTAL:	300.00
LIEBERT CASSIDY WHITMORE	GEN COUNSEL SVCS	GENERAL FUND	NON-DEPARTMENTAL	162.00
	GEN COUNSEL SVCS - POA NEG	GENERAL FUND	NON-DEPARTMENTAL	3,361.00
			TOTAL:	3,523.00
YING LIU	PORTRAIT WKSHOP DROP 4/23	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WKSHOP DROP IN 5/	GENERAL FUND	SPECIAL CLASSES	87.75
	PROTRAIT WKSHOP DROP IN 5/	GENERAL FUND	SPECIAL CLASSES	68.25
	PORTRAIT WKSHOP DROP IN 5/	GENERAL FUND	SPECIAL CLASSES	87.75

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VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	331.50
LOS ALTOS TROPHY		COUNCIL NAME PLATES & HOLD	GENERAL FUND	COMMUNITY DEVEL ADMIN	302.78
				TOTAL:	302.78
MANHATTAN STITCHING COMPANY, INC.		85 EMBROIDERED ITEMS-NIKE	GENERAL FUND	COMMUNITY DEVEL ADMIN	9,331.15
		200 EMBROIDERED ITEMS	GENERAL FUND	COMMUNITY DEVEL ADMIN	3,932.88
				TOTAL:	13,264.03
MICHELLE MULLER		MICHELLE MULLER	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,229.00
		MICHELLE MULLER	GENERAL FUND	PUBLIC WORKS ADMIN	1,229.00
				TOTAL:	2,458.00
MISC. VENDOR	BRENNA MCADAMS	BRENNA MCADAMS: REFUNDS	GENERAL FUND	NON-DEPARTMENTAL	250.00
	BRIAN FIFER	BRIAN FIFER: REFUND	GENERAL FUND	NON-DEPARTMENTAL	78.00
	LENORE BARNUM	LENORE BARNUM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	250.00
	MATT MCDOWELL	MATT MCDOWELL: REFUND	GENERAL FUND	NON-DEPARTMENTAL	60.00
	SYLVIA LENGOR	SYLVIA LENGOR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	140.00
	TANYA HORTUA	TANYA HORTUA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	133.00
	HUGO ENRIQUEZ	HUGO ENRIQUEZ: REFUND	ASSET SEIZURE	NON-DEPARTMENTAL	9,960.00
				TOTAL:	10,871.00
NATIONAL AUTO FLEET GROUP		'21 DODGE DURANGO PURSUIT	GARAGE FUND	GARAGE	40,541.38
				TOTAL:	40,541.38
NORTH STAR LAND CARE		5/2022 LANDSCAPE MAINT - 1	GENERAL FUND	PARK MAINTENANCE	7,079.66
				TOTAL:	7,079.66
THOMAS OLIVER		NEW OFFICE PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	151.22
				TOTAL:	151.22
DARCELLE J. HERBOLD		CARICATURE SVCS FOR 4TH OF	GENERAL FUND	SPECIAL EVENTS	640.00
				TOTAL:	640.00
ORANGE COUNTY JUMPERS LLC		INFLATABLES FOR SUMMER CON	GENERAL FUND	SPECIAL EVENTS	750.00
		INFLATABLES FOR SUMMER CON	GENERAL FUND	SPECIAL EVENTS	750.00
		INFLATABLES FOR SUMMER CON	GENERAL FUND	SPECIAL EVENTS	750.00
				TOTAL:	2,250.00
ORANGE COUNTY SHERIFF'S DEPARTMENT		ACT TRAINING: DELGADO	GENERAL FUND	POLICE ADMINISTRATION	15.00
		DRIVER TRAINING: N.RAMIREZ	GENERAL FUND	POLICE ADMINISTRATION	75.00
		ARREST/CONTROL TACTICS COU	GENERAL FUND	POLICE ADMINISTRATION	15.00
				TOTAL:	105.00
OUR LOS AL		OUR LOS AL	GENERAL FUND	CITY COUNCIL	833.34
		OUR LOS AL	GENERAL FUND	LOS ALAMITOS TV	1,666.66
		OUR LOS AL	LOS ALAMITOS TV	LOS ALAMITOS TV	1,666.66
				TOTAL:	4,166.66
PACIFIC TELEMAGEMENT SERVICES		POLICE PAY PHONE MAY 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
				TOTAL:	43.00
PAPER RECYCLING SPECIALISTS		SHREDDING SVCS 5/23/22	GENERAL FUND	FINANCE	92.00
				TOTAL:	92.00
JEFFERY TERROZAS		SAFETY MEASURES FOR PD GAT	GENERAL FUND	BUILDING MAINTENANCE	2,431.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	2,431.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK - COTTON	GENERAL FUND	PARK MAINTENANCE	535.00
			TOTAL:	535.00
PLACEWORKS, INC.	PRO SVCS APR'22 & PRO FEES	GENERAL FUND	CAPITAL PROJECTS	20,402.41
			TOTAL:	20,402.41
POWERTRIP RENTALS, LLC	PARKLET - ARPA	AMERICAN RESCUE PL NON -	DEPARTMENTAL	662.89
	ARPA PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	886.51
	ARPA PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	611.89
	ARPA PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	965.59
			TOTAL:	3,026.88
PRO FORCE LAW ENFORCEMENT	BLUE GUN	GENERAL FUND	PATROL	114.71
			TOTAL:	114.71
REDFLEX TRAFFIC SYSTEMS, INC.	MAY'22: KATELLA & LAB/BLOO	GENERAL FUND	TRAFFIC	9,686.16
			TOTAL:	9,686.16
RIO HONDO COMMUNITY COLLEGE DISTRICT	RIO HONDO COMMUNITY COLLEG	GENERAL FUND	POLICE ADMINISTRATION	832.00
			TOTAL:	832.00
SUZANNE ROADY-ROSS	T'AI CHI CHIH	GENERAL FUND	SPECIAL CLASSES	169.65
			TOTAL:	169.65
SANBON PRO APPAREL	STAFF CLOTHING	GENERAL FUND	SPORTS	2,134.53
			TOTAL:	2,134.53
CHERYL J. SCHNITZER	LINE DANCE DROP IN 5/2	GENERAL FUND	SPECIAL CLASSES	48.75
	LINE DANCE DROP IN 05/09	GENERAL FUND	SPECIAL CLASSES	97.50
	LINE DANCE DROP IN 05/16	GENERAL FUND	SPECIAL CLASSES	126.75
	LINE DANCE DROP IN 05/23	GENERAL FUND	SPECIAL CLASSES	58.50
			TOTAL:	331.50
SITZONE LANDSCAPE SUPPLY HOLDING, LLC	EMER ASPHALT BAGS KATELLA	GENERAL FUND	STREET MAINTENANCE	100.16
	EMER SINK HOLE REPAIR	GENERAL FUND	STREET MAINTENANCE	87.76
	IRR REPAIR DURING CONCRETE	GENERAL FUND	STREET MAINTENANCE	36.84
			TOTAL:	224.76
SO CAL SANITATION LLC	FENCE DOG PK-PMLE MONTH	GENERAL FUND	SPECIAL EVENTS	2,321.48
			TOTAL:	2,321.48
SOCAL AUTO & TRUCK PARTS INC.	3RD BREAK LIGHT COVER REPL	GARAGE FUND	GARAGE	111.11
	BATTERY FOR P.D. UNIT 48-6	GARAGE FUND	GARAGE	191.46
			TOTAL:	302.57
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	291.92
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	28,250.80
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	48.99
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	1,250.14
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	579.44
			TOTAL:	30,421.29
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE	GENERAL FUND	BUILDING MAINTENANCE	169.47
	10911 OAK ST	GENERAL FUND	BUILDING MAINTENANCE	88.63

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3614 FENLEY DR	GENERAL FUND	BUILDING MAINTENANCE	15.29
			TOTAL:	273.39
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	32.37-
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	7,982.10
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	5,268.11
			TOTAL:	13,217.64
SPECTRUM SECURITY GROUP, LLC	COTTON PK DR CLOSURES INST	GENERAL FUND	PARK MAINTENANCE	2,900.00
	LAUREL PK DR CLOSURES INST	GENERAL FUND	PARK MAINTENANCE	2,900.00
			TOTAL:	5,800.00
SUNNY SLOPE TREES	TREES FOR PKWAY	GENERAL FUND	STREET MAINTENANCE	43.10
			TOTAL:	43.10
SWANK MOTION PICTURES, INC.	PARKLET-ARPA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	405.00
			TOTAL:	405.00
WEST PUBLISHING CORPORATION	DETECTIVES: MAY 2022	GENERAL FUND	INVESTIGATION	313.27
			TOTAL:	313.27
TIFFANY R DAVILA	FACE PAINTING - 4TH OF JUL	GENERAL FUND	SPECIAL EVENTS	860.00
			TOTAL:	860.00
TIME WARNER CABLE	CITY HALL PHONE	GENERAL FUND	LOS ALAMITOS TV	484.69
			TOTAL:	484.69
U.S. BANK	SR. PROG PROM - VALENTINO'	GENERAL FUND	NON-DEPARTMENTAL	550.68
	SR. PROG - CASITAS DE AMIG	GENERAL FUND	NON-DEPARTMENTAL	63.37
	SR. PROG CASITAS DE AMIGOS	GENERAL FUND	NON-DEPARTMENTAL	22.12
	SR PROG SEVSAFE CERTIFICAT	GENERAL FUND	NON-DEPARTMENTAL	10.20
	SR PROG SUPPLIES - 99 CENT	GENERAL FUND	NON-DEPARTMENTAL	30.61
	SR PROG - VONS	GENERAL FUND	NON-DEPARTMENTAL	61.32
	SR PROG - NICK'S DELI	GENERAL FUND	NON-DEPARTMENTAL	98.81
	SR PROG PROM DESSERTS - CO	GENERAL FUND	NON-DEPARTMENTAL	87.68
	SR. PROG PROM DESSERTS - S	GENERAL FUND	NON-DEPARTMENTAL	37.74
	SR PROG PROM DESSERTS - WA	GENERAL FUND	NON-DEPARTMENTAL	25.44
	SR PROG PROM - COSTCO SALA	GENERAL FUND	NON-DEPARTMENTAL	134.85
	SR. PROG DINNER ROLLS - SA	GENERAL FUND	NON-DEPARTMENTAL	66.92
	SR FROM DRY CLEANING - RAC	GENERAL FUND	NON-DEPARTMENTAL	120.00
	SR PROG - CHICKFILA	GENERAL FUND	NON-DEPARTMENTAL	255.05
	SR PROG PROM - DESSERTS T	GENERAL FUND	NON-DEPARTMENTAL	24.76
	SR PROG PROM - SMART& FIN	GENERAL FUND	NON-DEPARTMENTAL	17.93
	SR PROG PROM - DRY CLEANI	GENERAL FUND	NON-DEPARTMENTAL	184.00
	SR PROG - EL ZARADE	GENERAL FUND	NON-DEPARTMENTAL	228.76
	SR PROG - RALPHS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	117.34
	SR PROG - AMZ GLOVE SUPPLI	GENERAL FUND	NON-DEPARTMENTAL	43.64
	SR. PROG - RALPHS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	17.97
	SR PROG - IN N OUT	GENERAL FUND	NON-DEPARTMENTAL	7.40
	SR PROG - IN N OUT	GENERAL FUND	NON-DEPARTMENTAL	170.09
	SPECIALTY CLASSES - MASTER	GENERAL FUND	NON-DEPARTMENTAL	44.52
	SR PROGRAMMING - CA COCINA	GENERAL FUND	NON-DEPARTMENTAL	131.10
	SR PROGRAMMING - VONS	GENERAL FUND	NON-DEPARTMENTAL	6.76
	SR PROGRAMMING AMECI PIZZA	GENERAL FUND	NON-DEPARTMENTAL	54.61
	SR PROGRAMMING COSTCO	GENERAL FUND	NON-DEPARTMENTAL	50.95
	SR PROGRAMMING PAUL'S PLAC	GENERAL FUND	NON-DEPARTMENTAL	125.53

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL FOUNDATION - CROWN	GENERAL FUND	CITY COUNCIL	281.23
	COSTCO ANNUAL MEMBERSHIP R	GENERAL FUND	CITY COUNCIL	120.00
	DOORDASH - COUNCIL MEALS	GENERAL FUND	CITY COUNCIL	9.99
	THAILUSION - COUNCIL MEETI	GENERAL FUND	CITY COUNCIL	153.93
	CVS - COUNCIL PHOTOS	GENERAL FUND	CITY COUNCIL	42.99
	CANVA - MONTHLY MEMBERSHIP	GENERAL FUND	CITY COUNCIL	12.99
	LOS AL FOUNDATION DOMAIN -	GENERAL FUND	CITY COUNCIL	180.00
	ADOBE	GENERAL FUND	ADMINISTRATION	50.98
	REGISTER MEMBERSHIP	GENERAL FUND	ADMINISTRATION	10.00
	TROPICAL NIGHTS CASA YOUTH	GENERAL FUND	ADMINISTRATION	500.00
	AMAZON - OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	22.93
	IIMC ANNUAL MEMBERSHIP-QUI	GENERAL FUND	ADMINISTRATION	175.00
	AMAZON - OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	14.17
	ADOBE ANNUAL MEMBERSHIP	GENERAL FUND	ADMINISTRATION	599.88
	COSTCO - PAPER - FINANCE	GENERAL FUND	ADMINISTRATION	245.76
	ADMIN DESKS	GENERAL FUND	ADMINISTRATION	546.23
	EMPLOYEE LUNCHEON	GENERAL FUND	ADMINISTRATION	98.18
	EMPLOYEE LUNCHEON	GENERAL FUND	ADMINISTRATION	17.18
	EMPLOYEE LUNCHEON	GENERAL FUND	ADMINISTRATION	33.28
	BEST BUY	GENERAL FUND	ADMINISTRATION	118.50
	REMARKABLE OSLO-MARKER TIP	GENERAL FUND	ADMINISTRATION	56.15
	REMARKABLE OSLO-MARKER	GENERAL FUND	ADMINISTRATION	159.93
	BRANCH CASH FORWARD BAG	GENERAL FUND	FINANCE	10.86
	ADOBE - SUBSCRIPTION	GENERAL FUND	FINANCE	14.99
	SMART & FINAL SUPPLIES	GENERAL FUND	FINANCE	10.85
	ADOBE SUBSCRIPTION	GENERAL FUND	FINANCE	14.99
	BRANCH CASH FORWARD BAG -	GENERAL FUND	FINANCE	10.86-
	BRANCH CASH FORWARD BAG	GENERAL FUND	FINANCE	10.86
	RENEWAL MEMBERSHIP GFOA	GENERAL FUND	FINANCE	190.00
	M.IBANEZ - AMAZON SUPPLIES	GENERAL FUND	FINANCE	93.39
	SWEET O DONUT - TEMP	GENERAL FUND	FINANCE	18.19
	GODADDY - RENEWAL MEMBERSH	GENERAL FUND	FINANCE	21.17
	ADOBE - SUBSCRIPTION	GENERAL FUND	FINANCE	14.99
	TROPICAL NIGHTS CASA YOUTH	GENERAL FUND	FINANCE	510.00
	COSTCO - PAPER - ADMIN	GENERAL FUND	FINANCE	245.77
	TBW LODGING	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	TBW LODGING	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	TBW LODGING	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	TBW LODGING	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	USB CHARGING CABLE FOR MAC	GENERAL FUND	POLICE ADMINISTRATION	28.38
	USB CHARGING CABLE FOR MAC	GENERAL FUND	POLICE ADMINISTRATION	40.76
	FOAM GUN CASE	GENERAL FUND	POLICE ADMINISTRATION	10.63
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	31.03
	COSTCO - PAPER - POLICE	GENERAL FUND	POLICE ADMINISTRATION	245.76
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
	CNT TRAINING CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	410.00
	PEER SUPPORT BOOK	GENERAL FUND	POLICE ADMINISTRATION	71.89
	LODGING FOR CNT CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	160.00
	WHITE TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	120.06
	COLLAGE PRINT	GENERAL FUND	POLICE ADMINISTRATION	16.30
	COLLAGE PRINT	GENERAL FUND	POLICE ADMINISTRATION	16.15
	CREDIT FOR COLLAGE PRINT	GENERAL FUND	POLICE ADMINISTRATION	16.30-
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	5.75
	DETECTIVE LODGING FOR TRAI	GENERAL FUND	POLICE ADMINISTRATION	779.35
	MONTHLY POWERBI SUBSCRIPTI	GENERAL FUND	POLICE ADMINISTRATION	8.70
	POSTAGE FOR BACKGROUND FIL	GENERAL FUND	POLICE ADMINISTRATION	8.95

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RENTAL VEHICLE	GENERAL FUND	POLICE ADMINISTRATION	20.00
	GUN CLEANER - SONICS	GENERAL FUND	PATROL	780.00
	BICYCLE FOR BIKE PATROL	GENERAL FUND	PATROL	1,185.25
	REMI SHOTGUN FOLD STOCK AR	GENERAL FUND	PATROL	137.64
	REMI SHOTGUN FOLD STOCK AR	GENERAL FUND	PATROL	131.94
	ETCHING TOOLS FOR CATALYTIC	GENERAL FUND	PATROL	38.21
	TOOLS FOR ETCHING EVENT	GENERAL FUND	PATROL	24.01
	USB FLASH DRIVE	GENERAL FUND	INVESTIGATION	91.64
	USB FLASH DRIVES	GENERAL FUND	INVESTIGATION	27.74
	3 WEDCAMS	GENERAL FUND	INVESTIGATION	131.07
	VISITOR LOG BOOK	GENERAL FUND	RECORDS	87.35
	UNIFORM PANTS FOR ORTIZ	GENERAL FUND	RECORDS	78.66
	HLO BUS PASSES	GENERAL FUND	COMMUNITY OUTREACH	92.00
	LETR T-SHIRTS	GENERAL FUND	COMMUNITY OUTREACH	350.00
	PAPER FOR E-CITE MACHINE	GENERAL FUND	TRAFFIC	88.27
	MICHAELS - COUNCIL PIC FRA	GENERAL FUND	COMMUNITY DEVEL ADMIN	210.75
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	7.75
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	39.32
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.91
	PUBLIC WORKS WEEK LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	135.29
	COSTCO - PAPER - DEVE SVCS	GENERAL FUND	COMMUNITY DEVEL ADMIN	245.77
	STAPLES - OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.11
	DESKS FOR CITY HALL	GENERAL FUND	COMMUNITY DEVEL ADMIN	624.52
	HOBBY LOBBY - OFFICE SUPPL	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.70
	ADMIN PROFESSIONAL'S DAILY	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.76
	GIFT BASKETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	42.36
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	7.61
	GIFT BASKETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.89
	SUPPLIES FOR RECEPTION: CH	GENERAL FUND	COMMUNITY DEVEL ADMIN	416.95
	DEPT SWAG - 4IMPRINT.COM	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,841.43
	POSTAGE	GENERAL FUND	PUBLIC WORKS ADMIN	9.65
	COSTCO - PAPER - PUBLIC WO	GENERAL FUND	PUBLIC WORKS ADMIN	245.77
	BASKETBALL NETS & INTERNET	GENERAL FUND	PARK MAINTENANCE	65.66
	SHOVEL & AXE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	100.83
	WIRE SHELVING	GENERAL FUND	BUILDING MAINTENANCE	323.19
	FLUORESCENT LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	95.45
	TV REMOTE FOR GYM TV	GENERAL FUND	BUILDING MAINTENANCE	22.91
	ETHERNET CABLE FOR BUILDIN	GENERAL FUND	BUILDING MAINTENANCE	29.97
	POD FOR PARKLET	GENERAL FUND	BUILDING MAINTENANCE	342.67
	POD FOR CITY YARD	GENERAL FUND	BUILDING MAINTENANCE	108.17
	POD FOR CITY YARD	GENERAL FUND	BUILDING MAINTENANCE	276.26
	PICKUP OF POD FROM PARKLET	GENERAL FUND	BUILDING MAINTENANCE	119.09
	FURNITURE FOR P.W. BREAKRO	GENERAL FUND	BUILDING MAINTENANCE	146.62
	BLINDS FOR PRESCHOOL BUIDL	GENERAL FUND	BUILDING MAINTENANCE	24.70
	OFFICE SUPPLIES - CRD ASSO	GENERAL FUND	RECREATION ADMINISTRAT	25.12
	OFFICE SUPPLIES EMP APPREC	GENERAL FUND	RECREATION ADMINISTRAT	59.32
	OFFICE SUPPLIES - DOLLAR T	GENERAL FUND	RECREATION ADMINISTRAT	15.16
	OFFICE SUPPLIES - 99 CENT	GENERAL FUND	RECREATION ADMINISTRAT	45.61
	OFFICE SUPPLIES - 99 CENT	GENERAL FUND	RECREATION ADMINISTRAT	16.15
	OFFICE SUPPLIES - MEETING	GENERAL FUND	RECREATION ADMINISTRAT	18.56
	DIRECT TV APRIL 2022	GENERAL FUND	RECREATION ADMINISTRAT	71.34
	OFFICE SUPPLIES- LOS ALTOS	GENERAL FUND	RECREATION ADMINISTRAT	16.81
	OFFICE SUPPLIES- LOS ALTOS	GENERAL FUND	RECREATION ADMINISTRAT	11.26
	OFFICE SUPPLIES - PR&CA CO	GENERAL FUND	RECREATION ADMINISTRAT	13.43
	OFFICE SUPPLIES - SAM'S CL	GENERAL FUND	RECREATION ADMINISTRAT	186.26
	OFFICE SUPPLIES - PR&CA CO	GENERAL FUND	RECREATION ADMINISTRAT	359.43

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES - EMP APPR	GENERAL FUND	RECREATION ADMINISTRAT	16.12
	OFFICE SUPPLIES - SAM'S CL	GENERAL FUND	RECREATION ADMINISTRAT	148.93
	OFFICE SUPPLIES - MICHAELS	GENERAL FUND	RECREATION ADMINISTRAT	15.42
	OFFICE SUPPLIES - PARTY CI	GENERAL FUND	RECREATION ADMINISTRAT	12.13
	BROCHURE PREP -SR VOLUNTEE	GENERAL FUND	RECREATION ADMINISTRAT	26.41
	OFFICE SUPPLIES - STAFF PI	GENERAL FUND	RECREATION ADMINISTRAT	200.36
	ADOB SUBSCRIPTIONS - JENNI	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	COM CTR SUPPLIES - SAM'S C	GENERAL FUND	RECREATION ADMINISTRAT	458.70
	COSTCO - PAPER RECREATION	GENERAL FUND	RECREATION ADMINISTRAT	245.77
	AMAZON PRIME DUES/SUBSCRIP	GENERAL FUND	RECREATION ADMINISTRAT	16.38
	CHAMBERS BREAKFAST FOR EME	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	SUBSCRIPTIONS - ADOBE	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	SUBSCRIPTIONS - APPLE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	SUBSCRIPTIONS - MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	440.00
	SUBSCRIPTIONS - ADOBE CREA	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	SUMMER DAY CAMP DISCOVERY	GENERAL FUND	DAY CAMP	150.00
	SUMMER DAY CAMP - DAILY S	GENERAL FUND	DAY CAMP	9.78
	SUMMER DAY CAMP - AMZ SUP	GENERAL FUND	DAY CAMP	7.64
	SUMMER DAY CAMP - AMZ SUP	GENERAL FUND	DAY CAMP	71.00
	SUMMER DAY CAMP - AMZ SUP	GENERAL FUND	DAY CAMP	622.54
	COPIER RM PROJECT SUPPLIES	GENERAL FUND	DAY CAMP	163.45
	COPIER RM PROJECT SUPPLIES	GENERAL FUND	DAY CAMP	25.17
	PKS PROG - AMZ SUPPLIES	GENERAL FUND	PLAYGROUNDS	10.76
	PKS PROG - AMZ SUPPLIES	GENERAL FUND	PLAYGROUNDS	200.32
	PKS PROG - AMZ SUPPLIES	GENERAL FUND	PLAYGROUNDS	28.18
	PKS PROGRAM EXCURSION - DI	GENERAL FUND	PLAYGROUNDS	150.00
	STAF SUPPLIES - SUN PROTEC	GENERAL FUND	SPORTS	24.02
	YOUTH SPORTS - VOLLEYBALL	GENERAL FUND	SPORTS	209.75
	YOUTH SPORTS - SOCCER AWAR	GENERAL FUND	SPORTS	99.10
	YOUTH VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	46.48
	YOUTH VOLLEYBALL - ROLLING	GENERAL FUND	SPORTS	163.24
	ADULT SOCCER - LEAGUE AWAR	GENERAL FUND	SPORTS	350.00
	ADULT SPORTS - WINTER 2022	GENERAL FUND	SPORTS	344.79
	PRESCHOOL PROGRAM - SAM'S	GENERAL FUND	SPECIAL CLASSES	58.81
	PRESCHOOL PROG - WALMART	GENERAL FUND	SPECIAL CLASSES	37.76
	PRESCHOOL - SHUTTERFLY SUP	GENERAL FUND	SPECIAL CLASSES	294.26
	SPECIALTY CLASSES - MASTER	GENERAL FUND	SPECIAL CLASSES	35.92
	EVENT SUPPLIES - DRY CLEAN	GENERAL FUND	SPECIAL EVENTS	48.00
	EVENT - TEEN EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	137.26
	EVENT - TEEN EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	274.35
	EVENT - TEEN EXPO - DRY CL	GENERAL FUND	SPECIAL EVENTS	22.00
	CR EVENT SUPPLIES - AMAZON	GENERAL FUND	SPECIAL EVENTS	45.84-
	CR EVENT SUPPLIES - AMAZON	GENERAL FUND	SPECIAL EVENTS	32.20-
	CR EVENT SUPPLIES - AMAZON	GENERAL FUND	SPECIAL EVENTS	49.44-
	EVENT - DONATION DRIVE SUP	GENERAL FUND	SPECIAL EVENTS	143.75
	EVENT - DONATION DRIVE SUP	GENERAL FUND	SPECIAL EVENTS	156.15
	EVENT - DONATION DRIVE SUP	GENERAL FUND	SPECIAL EVENTS	23.69
	EVENT - DONATION DRIVE SUP	GENERAL FUND	SPECIAL EVENTS	469.69
	EVENT - DONATION DRIVE SUP	GENERAL FUND	SPECIAL EVENTS	24.24
	SPECIAL EVENTS - TEEN EXPO	GENERAL FUND	SPECIAL EVENTS	202.47
	DONATION DRIVE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	74.31
	SPECIAL EVENTS - SR PROM	GENERAL FUND	SPECIAL EVENTS	38.20
	SPECIAL EVENTS - SR PROM	GENERAL FUND	SPECIAL EVENTS	8.71
	SPECIAL EVENTS - SIGN HOLD	GENERAL FUND	SPECIAL EVENTS	65.54
	SPECIAL EVENT SUPPLIES - W	GENERAL FUND	SPECIAL EVENTS	32.08
	POSTAGE FOR BACKGROUND FIL	GENERAL FUND	NON-DEPARTMENTAL	10.55

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POSTAGE FOR BACKGROUND FIL	GENERAL FUND	NON-DEPARTMENTAL	8.95
	2021 DODGE CHARGERHINO HOO	GARAGE FUND	GARAGE	300.00
	SHOP/BREAKROOM SUPPLIES	GARAGE FUND	GARAGE	309.53
	SHOP/BREAKROOM SUPPLIES	GARAGE FUND	GARAGE	17.57
	SHOP TOOL/GRINDER	GARAGE FUND	GARAGE	336.45
	OFFICE BREAKRM SUPPLIES	GARAGE FUND	GARAGE	81.52
	EMER FIRST AID SUPPLIES -	GARAGE FUND	GARAGE	32.32
	SHOP TOOLS & SUPPLIES	GARAGE FUND	GARAGE	82.60
	METAL SUPPLIES FOR SHOP	GARAGE FUND	GARAGE	688.95
	NEW WEED WACKER & HAND BLO	GARAGE FUND	GARAGE	861.27
	SHOP TOOLS/SUPPLIES	GARAGE FUND	GARAGE	80.81
	CO2 FOR WELDING	GARAGE FUND	GARAGE	137.66
	DEPOSIT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	100.00
	ARPA PARKLET	AMERICAN RESCUE PL	NON - DEPARTMENTAL	119.03
	ARPA PARKLET	AMERICAN RESCUE PL	NON - DEPARTMENTAL	350.00
	PARKLET ARPA - FACE PAINT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	219.03
	PARKLET ARPA - FACE PAINT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	100.00
	PARKLET ARPA - FACE PAINT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	100.00
	PARKLET ARPA - SAM'S CLUB	AMERICAN RESCUE PL	NON - DEPARTMENTAL	43.96-
	PARKLET ARPA - FACE PAINT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	119.03
	UNIT FOR PD	AMERICAN RESCUE PL	NON - DEPARTMENTAL	211.95
	PARKLET ARPA - SAM'S CLUB	AMERICAN RESCUE PL	NON - DEPARTMENTAL	43.96-
	PARKLET POD	AMERICAN RESCUE PL	NON - DEPARTMENTAL	34.17
	ARPA PARKLET	AMERICAN RESCUE PL	NON - DEPARTMENTAL	77.16
	UMBRELLAS FOR PARKLET SERI	AMERICAN RESCUE PL	NON - DEPARTMENTAL	436.52
	TOTAL:			36,134.63
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TKT CHGS-MO MAIN	GENERAL FUND	STREET MAINTENANCE	49.60
	TOTAL:			49.60
VERIZON WIRELESS	MDC 1-8 MAY - JUN 2022	GENERAL FUND	PATROL	304.08
	PD JETPACK 1 & 2 MAY - JUN	GENERAL FUND	PATROL	76.02
	14 OFFICERS MONTHLY CELL C	GENERAL FUND	PATROL	567.00
	3 MOBILE ID READERS MAY-JU	GENERAL FUND	PATROL	121.50
	3 DETECTIVE BUREAU CELL CH	GENERAL FUND	INVESTIGATION	121.50
	CELLPHONE CHRG MAY - JUN 2	GENERAL FUND	COMMUNITY OUTREACH	40.50
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	40.50
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	40.50
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	40.50
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	40.50
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	0.17
	VERIZON WIRELESS	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	194.89
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	50.00
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	194.89
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	194.89
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	40.50
	TOTAL:			2,310.45
TONI RAE	LOS AL BUCKS: REIMBURSE	AMERICAN RESCUE PL	NON - DEPARTMENTAL	400.00
	TOTAL:			400.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	9,887.30
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	304.57-
			TOTAL:	9,582.73
WEBER PRINTING COMPANY, INC.	SHOP LOCAL ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,993.81
			TOTAL:	1,993.81
WEX HEALTH, INC.	FLEX ADMIN SVCS APR 2022	GENERAL FUND	FINANCE	50.00
	FLEX ADMIN SVCS MAY 2022	GENERAL FUND	FINANCE	50.00
			TOTAL:	100.00
MICHELE M. WILKOSZ	ADV GUITAR DROP IN 05/02	GENERAL FUND	SPECIAL CLASSES	17.55
	ADV GUITAR DROP IN 05/09	GENERAL FUND	SPECIAL CLASSES	17.55
	ADV GUITAR DROP IN 05/16	GENERAL FUND	SPECIAL CLASSES	13.65
	ADV GUITAR DROP IN 05/23	GENERAL FUND	SPECIAL CLASSES	17.55
			TOTAL:	66.30
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	5,220.00
	PLAN CHECK	GENERAL FUND	CITY ENGINEER	27,858.00
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	7,200.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	33,517.25
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,401.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,584.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	2,170.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	2,766.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	1,800.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	1,991.25
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	97.50
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	1,596.75
	STORM DRAIN MASTER PLAN	GAS TAX	CAPITAL PROJECTS	3,493.50
	LATV BUILDING	BUILDING IMPROVEME	CAPITAL PROJECTS	7,579.15
	EMERGENCY GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	960.00
	EMERGENCY GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	1,236.75
	EMERGENCY GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	595.00
			TOTAL:	103,056.15

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	298,730.04		
20	GAS TAX	3,493.50		
25	BUILDING IMPROVEMENT	7,579.15		
27	ASSET SEIZURE	9,960.00		
28	LOS ALAMITOS TV	1,666.66		
50	GARAGE FUND	59,677.27		
53	TECHNOLOGY REPLACEMENT	11,351.18		
56	AMERICAN RESCUE PLAN ACT	7,624.14		

	GRAND TOTAL:	400,081.94		

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	VEH OUTFITTING FOR FORD MA	GARAGE FUND	GARAGE	4,150.10
	2020 DODGE CHARGER - MOUNT	GARAGE FUND	GARAGE	1,695.64
	2021 DODGE CHARGER - TRK O	GARAGE FUND	GARAGE	1,499.77
	2022 DODGE CHARGER - SPOTL	GARAGE FUND	GARAGE	715.25
	2017 CHEVY TAHOE - BOSH RE	GARAGE FUND	GARAGE	133.54
	2021 CHARGER OUTFITTING	GARAGE FUND	GARAGE	14,663.76
	TOTAL:			22,858.06
ADMINISURE	WORKERS' COMP CLAIMS MAY'2	SELF INSURANCE	TRU INSURANCE	411.64
	TOTAL:			411.64
AED ONE-STOP SHOP	8 AED PLUSTRAC GOLD LIC 1Y	GENERAL FUND	EMERGENCY PREPAREDNESS	1,592.00
	TOTAL:			1,592.00
ALBAUGH ONE, LLC	NEWSPAPER DISPLAY FRAMES 2	AMERICAN RESCUE PL	NON - DEPARTMENTAL	2,650.00
	TOTAL:			2,650.00
ALL AMERICAN SIGN COMPANY	FORD MAVERICK LETTERING -	GARAGE FUND	GARAGE	252.31
	TOTAL:			252.31
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS: 5/15 - 5/	GENERAL FUND	TRAFFIC	5,713.76
	TOTAL:			5,713.76
AMAZON CAPITAL SERVICES, INC.	ARMORY SHELVES	GENERAL FUND	BUILDING MAINTENANCE	2,032.62
	TOTAL:			2,032.62
AMERICAN LEISURE PRODUCTS, INC.	RHINO RACK MOUNT	GARAGE FUND	GARAGE	4,451.58
	TOTAL:			4,451.58
AMERICAN RENTALS	CONCRETE REPAIR ON HOWARD/	GENERAL FUND	STREET MAINTENANCE	488.83
	CONCRETE PROJ LOS AL FT S.	GENERAL FUND	STREET MAINTENANCE	241.70
	CONCRETE PROJ FT OF MCAULI	GENERAL FUND	STREET MAINTENANCE	553.44
	CONCRETE PROJECT 11921 PIN	GENERAL FUND	STREET MAINTENANCE	279.76
	TOTAL:			1,563.73
ANDERSON ELECTRICAL & LIGHTING SERVICE	ADDED PHONE LINE FOR PD	GENERAL FUND	BUILDING MAINTENANCE	300.00
	EXTRA ELECTRICAL OUTLETS C	GENERAL FUND	BUILDING MAINTENANCE	640.00
	TOTAL:			940.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTL AT CITY PARKS	GENERAL FUND	PARK MAINTENANCE	490.00
	TOTAL:			490.00
BADGE FRAME, INC.	PD SUPPLIES - WALL GRAPHIC	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	4,477.50
	TOTAL:			4,477.50
BILLY TEES, INC.	YOUTH VOLLEYBALL T-SHIRTS	GENERAL FUND	SPORTS	810.28
	TOTAL:			810.28
CALIFORNIA POLICE CHIEFS ASSOCIATION	22/23 O'CONNELL'S MEMBERSH	GENERAL FUND	POLICE ADMINISTRATION	145.00
	TOTAL:			145.00
CANON FINANCIAL SERVICES, INC.	BW&CL METTER USAGE MAY&JUN	GENERAL FUND	RECREATION ADMINISTRAT	555.25
	TOTAL:			555.25
JHM SUPPLY, INC.	IRRIGATION SUPPLIES FOR RE	GENERAL FUND	PARK MAINTENANCE	32.90
	TOTAL:			32.90

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES MAY 2	GENERAL FUND	BUILDING INSPECTION	25,839.37
			TOTAL:	25,839.37
CITY OF LONG BEACH	3RD Q ANIMAL LIC SVCS 1/1-	GENERAL FUND	FINANCE	20,077.00
			TOTAL:	20,077.00
CLEANSTREET	MONTHLY STREET SWEEPING	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
COSTAR REALTY INFORMATION, INC.	COSTAR REALTY - REAL ESTAT	GENERAL FUND	ADMINISTRATION	750.00
			TOTAL:	750.00
COUNTY OF ORANGE TREASURER-TAX	OCATS: MAY 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	1,273.33
DANIELS TIRE SERVICE	PD SILVERADO TRUCK - NEW T	GARAGE FUND	GARAGE	748.75
			TOTAL:	748.75
DATA TICKET, INC.	MAY 2022 CITES	GENERAL FUND	TRAFFIC	850.78
			TOTAL:	850.78
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE	GENERAL FUND	PATROL	4,619.24
			TOTAL:	4,619.24
ELITE SPECIAL EVENT, INC.	ARPA - PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	550.00
			TOTAL:	550.00
EWING	WEED ABATEMENT YEAR SUPPLY	GENERAL FUND	STREET MAINTENANCE	499.86
			TOTAL:	499.86
FORENSIC NURSE SPECIALISTS, INC.	DV EXAM DR# 22-00430	GENERAL FUND	PATROL	500.00
			TOTAL:	500.00
FRONTIER COMMUNICATIONS	PHONE LINES JAIL ALARM & 2	GENERAL FUND	COMMUNICATIONS TECHNOL	317.91
			TOTAL:	317.91
GALLS / QUARTERMASTER	SAFARILAND DUTY HOLSTER	GENERAL FUND	POLICE ADMINISTRATION	232.08
	LEE: PEER SUPPORT POLO	GENERAL FUND	POLICE ADMINISTRATION	66.09
	BYERLEY: NEW CLASS B UNIFO	GENERAL FUND	POLICE ADMINISTRATION	421.60
	ORTIZ: RECORDS JACKET	GENERAL FUND	RECORDS	67.88
			TOTAL:	322.49
GANAHL LUMBER COMPANY	BRUSHAND SUN SAFETY HAT	GENERAL FUND	STREET MAINTENANCE	21.83
	REPLACED OUTLET FOR REC CO	GENERAL FUND	BUILDING MAINTENANCE	49.99
	FLUORESCENT LIGHTBULBS- PR	GENERAL FUND	BUILDING MAINTENANCE	57.30
	PAINT CITY HALL 1 MEETING	GENERAL FUND	BUILDING MAINTENANCE	175.18
	GLUE FOR OFFICE BASE BOARD	GENERAL FUND	BUILDING MAINTENANCE	16.56
	TOOL SUPPLIES FOR CITY HAL	GENERAL FUND	BUILDING MAINTENANCE	60.25
	PAINT FOR CITY HALL #1 OFF	GENERAL FUND	BUILDING MAINTENANCE	170.15
	PAINT FOR CITY HALL #1	GENERAL FUND	BUILDING MAINTENANCE	71.82
			TOTAL:	623.08
PRIMARY & MULTI-SPECIALTY CLINICS	GATEWAY PRE-EMP PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	380.00
			TOTAL:	380.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	653.69

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,284.26
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	559.85
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,511.53
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,670.85
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	5,052.90
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,724.60
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	231.06
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	594.24
			TOTAL:	14,282.98
HI-WAY SAFETY, INC.	RADAR SPD FEEDBACK TRAILER	GARAGE FUND	GARAGE	10,220.34
			TOTAL:	10,220.34
PATTIE PATRICK	JANITORIAL SERVICE-MARCH	GENERAL FUND	PUBLIC WORKS ADMIN	3,055.35
	JANITORIAL SERVICE-APRIL	GENERAL FUND	PUBLIC WORKS ADMIN	5,262.00
	JANITORIAL SERVICE-MAY	GENERAL FUND	PUBLIC WORKS ADMIN	5,262.00
	JANITORIAL SERVICE-JUNE	GENERAL FUND	PUBLIC WORKS ADMIN	5,262.00
			TOTAL:	18,841.35
K&S AIR CONDITIONING, INC.	FRONT AC REPAIR AT COMM CT	GENERAL FUND	BUILDING MAINTENANCE	700.00
			TOTAL:	700.00
KNIGHT LEADERSHIP SOLUTIONS	ALL STAFF IN SVC - SPEAKER	GENERAL FUND	RECREATION ADMINISTRAT	525.00
			TOTAL:	525.00
KONICA MINOLTA PREMIER	COPIER LEASE - ADMIN FRONT	GENERAL FUND	FINANCE	576.46
	COPIER LEASE - FINANCE	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE DUE 6/20/2	GENERAL FUND	POLICE ADMINISTRATION	189.74
			TOTAL:	189.74
LEXIPOL, LLC	ANNU LAW ENF PLCY MANUAL	GENERAL FUND	POLICE ADMINISTRATION	8,000.22
			TOTAL:	8,000.22
LOS ALTOS TROPHY	NAME BADGE - CRAIG KOEHLER	GENERAL FUND	FINANCE	11.26
	MARIA V. ENCISO - NAME PLA	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.04
			TOTAL:	28.30
LOS ANGELES UNIFIED SCHOOL DISTRICT	N.RAMIREZ - BILINGUAL PAY	GENERAL FUND	POLICE ADMINISTRATION	90.00
			TOTAL:	90.00
LOWE'S	PLANTS FOR ISLAND BX ON LO	GENERAL FUND	STREET MAINTENANCE	132.77
	SUPPLIES TV INSTAL IN GYM	GENERAL FUND	BUILDING MAINTENANCE	75.12
	ITEMS FOR PUBLIC WORKS BRE	GENERAL FUND	BUILDING MAINTENANCE	503.90
	WOOD & SUPPLIES PROJ FOR T	GENERAL FUND	BUILDING MAINTENANCE	353.58
	NEW BATTERY SHOP TOOLS SET	GARAGE FUND	GARAGE	961.35
	SUPPLIES FOR PARKLET PINE	AMERICAN RESCUE PL	NON - DEPARTMENTAL	55.08
	PLANTS FOR PARKLET ON PINE	AMERICAN RESCUE PL	NON - DEPARTMENTAL	230.05
	PLANTS/FLOWERS PARKLET PIN	AMERICAN RESCUE PL	NON - DEPARTMENTAL	506.50
			TOTAL:	2,818.35
MANHATTAN STITCHING COMPANY, INC.	POLICE DEPART-48 SHIRTS	GENERAL FUND	POLICE ADMINISTRATION	2,219.65
	EMBROIDERED NIKE POLOS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,892.09
	DAY CAMP SHIRTS	GENERAL FUND	DAY CAMP	1,987.45
			TOTAL:	6,099.19

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MICHELLE MULLER	TUITIOIN REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	832.50
	TUITION REIMBURSEMENT	GENERAL FUND	PUBLIC WORKS ADMIN	832.50
	TOTAL:			1,665.00
MIKE RAAHAUGES SHOOTING ENTERPRISES	4 @ PISTOL RANGE @ \$22 EA	GENERAL FUND	PATROL	88.00
	TOTAL:			88.00
MV CHENG ASSOCIATES, INC.	ACCT TECH SVCS - MAY 2022	GENERAL FUND	FINANCE	2,688.75
	TOTAL:			2,688.75
NEWPORT EXTERMINATING	EXT TREATED GEN PEST CTL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CTL 15 BAIT STNS RE	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CTL 20BAIT STNT REF	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			295.00
NORM'S AUTOMOTIVE CENTER, INC.	OUTSIDE SERVICE FOR OIL	GARAGE FUND	GARAGE	68.36
	TOTAL:			68.36
ORANGE COUNTY JUMPERS LLC	BOUNCE HOUSES FOR SUM CONC	GENERAL FUND	SPECIAL EVENTS	750.00
	TOTAL:			750.00
ORANGE COUNTY SHERIFF'S DEPARTMENT	FIRST AID/CPR JODY BRUCKI	GENERAL FUND	POLICE ADMINISTRATION	20.00
	FIRST AID/CPR CHRIS LEE 6/	GENERAL FUND	POLICE ADMINISTRATION	20.00
	TOTAL:			40.00
P.L. PERRIN & ASSOCIATES	1 POLY EXAM: 6/2/22 S.SMIT	GENERAL FUND	NON-DEPARTMENTAL	275.00
	POLY EXAM: 6/15/22 M.MIRZA	GENERAL FUND	NON-DEPARTMENTAL	275.00
	TOTAL:			550.00
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE - JUNE 20	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
	TOTAL:			43.00
PETERSON-CHASE GENERAL ENGINEERING	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,148.89-
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,064.11-
	CERRITOS AVE GUARDRAILL ME	MEASURE M	CAPITAL PROJECTS	22,977.75
	CERRITOS AVE GUARDRAIL REP	SELF INSURANCE TRU	INSURANCE	21,282.25
	TOTAL:			42,047.00
PETTY CASH	DINE N DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	45.75
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	OFFICE SUPPLIES TARGET	GENERAL FUND	RECREATION ADMINISTRAT	21.55
	OFFICE SUPPLIES - CARD	GENERAL FUND	RECREATION ADMINISTRAT	5.38
	OFFICE SUPPLIES - DROP IN	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	PARK MAINT MILEAGE - SCOTT	GENERAL FUND	PLAYGROUNDS	1.08
	SPORTS LAUNDRY - SOAP VONS	GENERAL FUND	SPORTS	9.82
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	16.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY MILEAGE - S	GENERAL FUND	SPORTS	1.08
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	PRESCH HOLIDAY PHOTOS SUPP	GENERAL FUND	SPECIAL CLASSES	29.91
	PRESCH HOLIDAY CRAFT	GENERAL FUND	SPECIAL CLASSES	19.64
	PRESCH SUPPLIES TARGET	GENERAL FUND	SPECIAL CLASSES	21.75

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PKING FOR MILLER CHILDREN	GENERAL FUND	SPECIAL EVENTS	6.00
	SPECIAL EVENTS HOLIDAY DEC	GENERAL FUND	SPECIAL EVENTS	46.24
	SPECIAL EVENTS BANNER ZIP	GENERAL FUND	SPECIAL EVENTS	10.88
	SPECIAL EVENTS CLEANING SU	GENERAL FUND	SPECIAL EVENTS	17.30
			TOTAL:	396.38
POWERTRIP RENTALS, LLC	ARPA PARKLET	AMERICAN RESCUE PL NON - DEPARTMENTAL		509.97
	ARPA PARKLET	AMERICAN RESCUE PL NON - DEPARTMENTAL		313.12
			TOTAL:	823.09
PRINIMASTERS	PD TABLECLOTH SPECIAL EVEN	GENERAL FUND	COMMUNITY OUTREACH	131.10
	4TH OF JUL VIIP PARKING DR	GENERAL FUND	SPECIAL EVENTS	120.18
			TOTAL:	251.28
SC FUELS	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	1,083.53
			TOTAL:	1,083.53
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS FOR GOSSETT	GENERAL FUND	PATROL	81.25
	CODE ENF MAILER & POSTAGE	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,383.30
	GRADUATION BANNER	AMERICAN RESCUE PL NON - DEPARTMENTAL		218.50
	LOS ALAMITOS MILITARY BANN	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,092.50
	LOS ALAMITOS MILITARY BANN	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,092.50
	HONORING THOSE WHO SERVE B	AMERICAN RESCUE PL NON - DEPARTMENTAL		43.70
			TOTAL:	3,911.75
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SOIL FOR SM ISLANDS ON PIN	GENERAL FUND	STREET MAINTENANCE	23.39
	WEED ABATEMENT GLOVES	GENERAL FUND	STREET MAINTENANCE	7.77
	BROKEN MAIN LINE COTTONWO	GENERAL FUND	PARK MAINTENANCE	76.61
	BK FILL BROKEN LIN COTTONW	GENERAL FUND	PARK MAINTENANCE	29.84
	PLANTS/FLOWERS PARKLET PIN	AMERICAN RESCUE PL NON - DEPARTMENTAL		523.07
			TOTAL:	601.00
SOCAL AUTO & TRUCK PARTS INC.	NEW VISE FOR SHOP & MECH T	GARAGE FUND	GARAGE	2,499.80
	NEW SPEC CONES TIRE BANNER	GARAGE FUND	GARAGE	775.79
			TOTAL:	3,275.59
SOUTHERN CALIFORNIA EDISON	TRAFFIC SGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	16,194.60
	PARKS	GENERAL FUND	PARK MAINTENANCE	408.88
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	228.46
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	46.92
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	4,475.57
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	3,445.13
			TOTAL:	24,799.56
SPECTRUM SECURITY GROUP, LLC	EXTRA MASTER PAD LOCKS TO	GARAGE FUND	GARAGE	169.21
	EXTRA BIG KELLY KEYS	GARAGE FUND	GARAGE	21.67
			TOTAL:	190.88
ST. OF CALIFORNIA DEPT. OF JUSTICE	55/22 FINGERPTS (7)	GENERAL FUND	NON-DEPARTMENTAL	326.00
	NON-EMP FINGERPRINTS	GENERAL FUND	NON-DEPARTMENTAL	64.00
	EMP & PARENT FINGERPRINTS	GENERAL FUND	NON-DEPARTMENTAL	175.00
			TOTAL:	565.00
SWANK MOTION PICTURES, INC.	PARKLET - ARPA	AMERICAN RESCUE PL NON - DEPARTMENTAL		405.00
			TOTAL:	405.00

WARRANTS 06/29/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TACTICAL PERFORMANCE CENTER 360 GROUP,	FIREARMS CRSE - KROK, LEE, F	GENERAL FUND	POLICE ADMINISTRATION	2,640.00
			TOTAL:	2,640.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS - MAY 2022	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
THOMAS A. SALISBURY	SPECIAL EVENTS -4TH JULY	GENERAL FUND	SPECIAL EVENTS	2,300.00
			TOTAL:	2,300.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	1,734.00
	CABLE SVC 6/2/22 - 7/1/22	GENERAL FUND	COMMUNICATIONS TECHNOL	134.96
			TOTAL:	1,868.96
TRANSPORTATION CHARTER SERVICES	DAY CAMP 6/30 SANTA ANA ZO	GENERAL FUND	DAY CAMP	1,234.33
	DAY CAMP 6/23 HARKINS THEA	GENERAL FUND	DAY CAMP	891.82
	DAY CAMP EXCURSION 6/16/22	GENERAL FUND	DAY CAMP	891.82
			TOTAL:	3,017.97
UNITED HOME REMODELING INC.	COMMUNITY CENTER OFFICES	GENERAL FUND	BUILDING MAINTENANCE	5,000.00
	COMMUNITY CENTER OFFICES	GENERAL FUND	BUILDING MAINTENANCE	5,000.00
	COMMUNITY CENTER OFFICES	GENERAL FUND	BUILDING MAINTENANCE	5,500.00
			TOTAL:	15,500.00
UNITED STATES POSTMASTER	POSTAGE MAILING FALL'22 GU	GENERAL FUND	RECREATION ADMINISTRAT	1,709.25
			TOTAL:	1,709.25
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,085.48
			TOTAL:	1,085.48
WEBER PRINTING COMPANY, INC.	PRINTING SVCS ARPA/TCMU PL AMERICAN RESCUE PL NON - DEPARTMENTAL			3,266.58
			TOTAL:	3,266.58
WHITTIER FERTILIZER COMPANY	PLAYGROUND WD CHIPS SOROFT	GENERAL FUND	PARK MAINTENANCE	3,518.04
			TOTAL:	3,518.04
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY - MAY 202	GENERAL FUND	CITY ATTORNEY	8,885.90
	PROSECUTOR SVCS - MAY 2022	GENERAL FUND	CITY ATTORNEY	4,535.50
			TOTAL:	13,421.40

WARRANTS 06/29/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND	207,535.75		
26	MEASURE M	22,977.75		
50	GARAGE FUND	44,110.75		
51	POLICE CAPITAL EXPENSES	4,477.50		
54	SELF INSURANCE TRUST	21,693.89		
56	AMERICAN RESCUE PLAN ACT	11,456.57		

	GRAND TOTAL:	312,252.21		

Retirees Medical Reimbursement

Date: July 01, 2022

Number of Transactions: 17

Total Batch: \$9,904.30

Payroll 6/10/2022

-----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	\$55.98	\$13.40	\$852.62	
10-511 City Manager/ City Clerk	\$18,240.40	\$13,091.49	\$0.00	\$1,081.20	\$4,067.71	\$2,459.67	\$3,067.16	\$12,713.57	
10-512 Finance	\$15,615.60	\$12,462.60	\$0.00	\$352.30	\$2,800.70	\$1,492.60	\$2,354.27	\$11,768.73	
10-521 Police Administration	\$26,726.43	\$21,558.78	\$0.00	\$2,752.92	\$2,414.73	\$2,977.57	\$5,468.71	\$18,280.15	
10-522 Police- Patrol	\$71,382.07	\$50,802.83	\$9,525.13	\$3,257.97	\$7,796.14	\$11,659.12	\$12,031.93	\$47,691.02	
10-523 Police- Investigation	\$14,628.64	\$9,549.43	\$1,475.68	\$2,602.57	\$1,000.96	\$3,557.18	\$1,814.62	\$9,256.84	
10-524 Police- Records	\$8,795.20	\$4,781.93	\$0.00	\$935.67	\$3,077.60	\$570.28	\$1,208.87	\$7,016.05	
10-528 Police- Traffic	\$3,184.05	\$0.00	\$0.00	\$0.00	\$3,184.05	\$139.40	\$149.47	\$2,895.18	
10-531 Development Services- Administration	\$16,518.40	\$12,977.70	\$0.00	\$421.70	\$3,119.00	\$1,833.19	\$3,512.96	\$11,172.25	
10-532 Development Services- Planning	\$5,401.46	\$1,618.80	\$0.00	\$404.70	\$3,377.96	\$684.96	\$631.26	\$4,085.24	
10-533 Development Services- Neighborhood Preservation	\$4,119.55	\$0.00	\$0.00	\$0.00	\$4,119.55	\$154.49	\$390.21	\$3,574.85	
10-542 Development Services- Street Maintenance	\$9,716.52	\$5,702.21	\$0.00	\$2,289.69	\$1,724.62	\$1,794.74	\$908.57	\$7,013.21	
10-543 Development Services- Park Maintenance	\$3,578.50	\$2,115.86	\$0.00	\$94.74	\$1,367.90	\$522.56	\$282.14	\$2,773.80	
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,774.08	\$0.00	\$0.00	\$222.12	\$133.99	\$32.06	\$1,830.15	
10-551 Recreation Administration	\$23,044.64	\$15,634.14	\$0.00	\$2,911.00	\$4,499.50	\$3,775.58	\$3,121.17	\$16,147.89	
10-556 Recreation- Sports	\$19,638.32	\$110.25	\$0.00	\$320.80	\$19,207.27	\$736.44	\$1,079.58	\$17,822.30	
TOTALS	\$243,509.18	\$153,103.30	\$11,000.81	\$17,425.26	\$61,979.81	\$32,548.75	\$36,066.38	\$174,894.05	

REGULAR INPUT: 107 MANUAL INPUT: 0 CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 104

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$30,719.33	\$27,366.83
State Taxes	Employee	\$8,699.55	
ICMA	Employee	\$3,522.12	
LosAl Police Reserves	Employee	\$20.00	
PD Association	Employee	\$1,312.70	
LosAl Employees Assoc	Employee	\$300.00	
Nationwide - Full Time	Employee	\$1,115.00	
Nationwide - PT	Employee/ Employer	\$2,790.98	\$1,395.49
PERS Deferred Comp	Employee	\$1,355.98	
PERS	Employee/ Employer	\$43,786.71	\$16,894.39
AFLAC	Employee	\$123.30	
PERS Medical	Employee/ Employer	\$0.00	
Delta Dental PPO	Employer	\$0.00	
Delta Dental HMO	Employer	\$0.00	
VSP Vision	Employer	\$0.00	
Standard Self Admin	Employee/ Employer	\$0.00	
Standard Life Optional	Employee	\$0.00	
TOTALS		\$94,145.67	\$45,656.71
			\$31,640.31

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,594.76	\$152,993.05	125	I-125	\$675.76		FED W/H	\$213,277.24	\$24,014.33	
PTRG	1,731.50	\$32,557.22	129	I-129	\$201.51		ST WH CA	\$213,277.24	\$8,699.55	
PHEO	67.67	\$2,368.45	AFP	AFLPT	\$45.91		MEDI	\$231,205.64	\$3,352.50	\$3,352.50
HOL	307.00	\$12,849.92	CMF	CLOAN	\$158.09					
OT			DCI	DCICM	\$3,692.60					
OTS	154.15	\$11,000.81	DCN	DCNW	\$1,115.00					
CTOT			DCP	DCPRS	\$1,275.76					
STBY	0.00									
MOT	0.00		DD1	DPP01		\$260.50				
CAR	0.00	\$1,100.00	DD2	DPP02		\$178.12				
CELL	0.00	\$970.00	DD3	DPP03		\$601.11				
CERT	0.00		DD4	DDMO1		\$8.11				
PPHC	0.00	\$397.72	DD5	DDMO2		\$29.24				
MEDR	0.00	\$5,600.00	DD6	DDMO3		\$129.78				
SPAS	0.00	\$1,444.40	DI8	DCI8	\$81.07					
SPSK	0.00	\$121.68	DIS	DISAF	\$15.74					
OCWD	0.00	\$225.00	DLI	DCLIC	\$148.45					
OCWE	0.00	\$200.00	DLP	DCLPE	\$80.22					
UNIF	0.00	\$100.00	LAR	LARAD	\$20.00					
UNI2	0.00	\$125.00								
FTO	0.00		LEA	LAEAD	\$300.00					
RTRO	0.00		LIF	LIFE	\$179.24					
IXPO	0.00		LTD	A LTD	\$102.37					
ADML	5.00	\$255.10								
COMP	27.58	\$1,278.53	MED	MDINS	\$4,840.44	\$20,798.83				
EAU	30.00	\$1,450.44	PBB	PRBBB	\$481.97					
EAA	48.00		PC2	PRC2R	\$14.01					
COMA	22.33		PN1	PEPME	\$3,026.78					
FLHO			PN2	PEPMR		\$3,389.43				
SICK	127.75	\$5,164.89	PN3	PEPSE	\$4,853.56					
VAC	165.66	\$6,232.58	PN4	PEPSR		\$4,902.08				
RTBS	0.00		POS	POAS	\$1,312.70					
POST4	0.00	\$110.00								
POST5	0.00		PR0	PRMB	\$1,801.58					
POST6	0.00	\$150.00	PR2	PRSMR		\$7,492.22				
POST7	0.00	\$2,160.32								
POST8	0.00	\$340.70	PR4	PRSSR		\$11,094.58				
POFL	0.00		PR5	PRSB4	\$1,432.41					
POVA	0.00		PR6	PRSAF	\$2,106.60					
BERV	20.00	\$809.40	PR7	PRMB4	\$1,077.16					
RTOT	0.00		PR8	PRMAF	\$1,396.42					
EMSL	7.00	\$ 110.25	PR9	PRSCC	\$672.34					
EMSL	43.25	\$ 3,043.72	RTF	RT-PT	\$1,395.49	\$1,395.49				
BILI	0.00	\$ 350.00	SUR	SURVI	\$45.57					
			VS1	VISI1		\$74.48				
			VS2	VISI2		\$45.78				
			VS3	VISI3		\$123.48				
Totals	6,351.65	\$ 243,509.18			\$32,548.75	\$50,523.23			\$ 36,066.38	\$3,352.50

Payroll 6/24/2022

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00			\$56.98	\$13.40	\$852.82	
10-511 City Manager/ City Clerk	\$18,137.77	\$16,197.36	\$0.00	\$179.86	\$1,760.55	\$2,460.70	\$3,023.93	\$12,653.14	
10-512 Finance	\$15,495.60	\$13,937.30	\$0.00	\$708.30	\$850.00	\$1,499.81	\$2,341.51	\$11,654.28	
10-521 Police Administration	\$27,912.96	\$26,717.60	\$0.00		\$1,195.36	\$3,017.20	\$5,718.65	\$19,177.11	
10-522 Police- Patrol	\$137,581.31	\$45,776.56	\$18,317.99	\$65,885.12	\$7,601.64	\$17,739.30	\$26,508.21	\$93,333.80	
10-523 Police- Investigation	\$30,949.55	\$11,241.40	\$5,489.99	\$13,367.20	\$850.96	\$4,942.88	\$1,029.72	\$24,976.95	
10-524 Police- Records	\$9,317.55	\$6,458.43	\$428.55	\$75.97	\$2,354.60	\$577.18	\$1,339.23	\$7,401.14	
10-528 Police- Traffic	\$3,145.30	\$0.00	\$0.00	\$0.00	\$3,145.30	\$137.96	\$141.86	\$2,865.48	
10-531 Development Services- Administration	\$16,516.78	\$14,777.90	\$88.38	\$535.70	\$1,114.80	\$1,833.19	\$3,510.38	\$11,173.21	
10-532 Development Services- Planning	\$5,320.55	\$1,618.80	\$0.00	\$1,618.80	\$2,082.95	\$683.05	\$620.63	\$4,016.87	
10-533 Development Services- Neighborhood Preservation	\$4,368.16	\$0.00	\$0.00	\$741.98	\$3,626.18	\$163.80	\$447.23	\$3,757.13	
10-542 Development Services- Street Maintenance	\$12,374.92	\$6,400.20	\$0.00	\$5,391.80	\$582.92	\$1,794.74	\$1,652.54	\$8,927.64	
10-543 Development Services- Park Maintenance	\$2,742.10	\$2,526.40	\$0.00	\$133.49	\$82.21	\$507.13	\$187.43	\$2,047.54	
10-544 Development Services- Facility Maintenance	\$2,406.20	\$1,379.84	\$0.00	\$591.36	\$435.00	\$133.99	\$51.48	\$2,220.73	
10-551 Recreation Administration	\$22,666.00	\$18,263.54	\$0.00	\$2,852.46	\$1,550.00	\$3,769.74	\$3,025.60	\$15,870.66	
10-556 Recreation- Sports	\$27,687.92	\$0.00	\$0.00	\$1,662.55	\$26,025.37	\$1,038.34	\$1,719.20	\$24,930.38	
TOTALS	\$337,545.87	\$166,218.53	\$24,324.91	\$93,744.59	\$53,257.84	\$40,355.99	\$51,331.00	\$245,858.88	

REGULAR INPUT: 111 MANUAL INPUT: 0 CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 108

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$43,383.46	\$38,680.29
State Taxes	Employee	\$12,650.71	\$4,703.17
ICMA	Employee	\$3,920.92	
LosAl Police Reserves	Employee	\$20.00	
PD Association	Employee	\$1,312.70	
LosAl Employees Assoc	Employee	\$300.00	
Nationwide - Full Time	Employee	\$1,115.00	
Nationwide - PT	Employee/ Employer	\$3,378.50	\$1,689.25
PERS Deferred Comp	Employee	\$1,355.98	
PERS	Employee/ Employer	\$64,757.98	\$16,777.19
AFLAC	Employee	\$0.00	
PERS Medical	Employee/ Employer	\$63,473.76	
Delta Dental PPO	Employer	\$4,026.17	
Delta Dental HMO	Employer	\$392.70	
VSP Vision	Employer	\$869.82	
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee	\$354.65	
TOTALS		\$203,146.52	\$57,146.73

\$4,703.17

\$38,680.29

\$43,383.46

\$12,650.71

\$3,920.92

\$20.00

\$1,312.70

\$300.00

\$1,115.00

\$3,378.50

\$1,689.25

\$1,355.98

\$64,757.98

\$16,777.19

\$0.00

\$63,473.76

\$4,026.17

\$392.70

\$869.82

\$1,834.17

\$354.65

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES			
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAKABLE	EMPLOYEE
REG	3,864.17	\$166,218.53	125	I-125	\$682.97		FED W/H	\$299,681.69	\$33,977.12
PTRG	2,115.75	\$38,294.66	129	I-129	\$201.51		ST WH CA	\$299,681.69	\$12,650.71
PHEO	71.50	\$2,502.50	AFP	AFLPT	\$45.91		MEDI	\$324,353.95	\$4,703.17
HOL			CMF	CLOAN	\$158.09				\$4,703.17
OT	12.00	\$516.93	DCI	DCICM	\$3,517.60				
OTS	292.66	\$23,183.65	DCN	DCNW	\$1,115.00				
CTOT	4.00	\$307.89	DCP	DCPRS	\$1,275.76				
STBY	4.00	\$316.44	DCR	DCIR	\$175.00				
MOT	0.00	\$165.50	DD1	DPP01		\$260.50			
CAR	0.00	\$1,100.00	DD2	DPP02		\$178.12			
CELL	0.00	\$521.56	DD3	DPP03		\$601.11			
CERT	0.00		DD4	DDM01		\$8.11			
PPHC	0.00		DD5	DDM02		\$29.24			
MEDR	0.00	\$5,600.00	DD6	DDM03		\$129.78			
SPAS	0.00	\$1,444.40	DI1	DCI1	\$79.87				
SPSK	0.00	\$121.68	DIS	DISAF	\$15.74				
OCWD	0.00	\$250.00	DLI	DCLTC	\$148.45				
OCWE	0.00	\$160.00	DLP	DCLPE	\$80.22				
UNIF	0.00	\$100.00	LAR	LARAD	\$20.00				
UN12	0.00	\$125.00							
FTO	0.00		LEA	LAERAD	\$300.00				
RTRO	0.00	\$371.52	LIF	LIFE	\$179.24				
1XPO	0.00		LTD	A LTD	\$102.37				
ADML	11.00	\$606.53							
COMP	24.67	\$1,095.59	MED	MDINS	\$4,840.44	\$20,798.83			
EAU	48.00	\$2,604.12	PBB	PRSB8	\$481.97				
EAA	30.00		PC2	PRC2R	\$14.01				
COMA	18.75		PN1	PERME	\$3,022.14				
FLHO	39.00	\$2,103.87	PN2	PERMR		\$3,384.22			
SICK	186.41	\$5,306.87	PN3	PERSE	\$8,723.38				
VAC	185.00	\$6,887.44	PN4	PERSR		\$8,810.63			
HOLP	1368.00	\$70,968.08							
RTBS	0.00		POS	POAS	\$1,312.70				
POST4	0.00								
POST5	0.00		PRO	PRM8	\$1,801.58				
POST6	0.00		PR2	PRSMR		\$7,561.67			
POST7	0.00	\$2,160.32							
POST8	0.00	\$340.70	PR4	PRSSR		\$20,585.59			
POFL	0.00		PR5	PRSB4	\$2,877.98				
POVA	80.00	\$2,658.40	PR6	PRSAF	\$4,263.69				
BERV			PR7	PRMB4	\$1,077.16				
RTOT	0.00		PR8	PRMAF	\$1,436.05				
EMSL	63.25	\$1,513.69	PR9	PRSCC	\$672.34				
EMSL			RTP	RT-PT	\$1,689.25	\$1,689.25			
BILI	0.00		SUR	SURVI	\$45.57				
			VS1	VISI1		\$74.48			
			VS2	VISI2		\$45.78			
			VS3	VISI3		\$123.48			

Totals 8,418.16 \$ 337,545.87

\$40,355.99 \$64,280.79

\$ 51,331.00 \$4,703.17

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 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**

ADJOURNED REGULAR MEETING – June 13, 2022

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:03 p.m., Monday, June 13, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

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
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Orange County Fire Authority Battalion Chief
Chelsi Wilson, Administrative Service Manager

3. PLEDGE OF ALLEGIANCE

Council Member Nefulda led the Pledge of Allegiance.

4. INVOCATION

Council Member Chirco gave the Invocation.

5. PRESENTATIONS

Mayor Hasselbrink and the City Council made the following 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.

Marilynn Poe, resident, spoke regarding St. Isidore Plaza's historical designation.

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.

Council Member Chirco spoke regarding attendance at Chief Claborn's Swearing in Ceremony, scrimmage with Los Alamitos Police Department and High School Football Team, met with City Manager Simmons, looking forward to Coffee with a Cop Thursday and upcoming summer concert series.

Council Member Nefulda spoke regarding attendance at Chief Claborn's Swearing in Ceremony. Encourage residents to participate in City's summer programming.

Council Member Bates spoke regarding attendance at Chief Claborn's Swearing in Ceremony, Revenue and Taxation Committee, Southern California Association of Governments Annual Conference, and the upcoming Orange County Sanitation District Construction project.

Mayor Pro Tem Doby spoke regarding attendance at the Orange County Mosquito and Vector Control District Board meeting, completion of the City's Biggest Loser Challenge, City Selection Committee meeting, scrimmage with Los Alamitos Police Department and High School Football Team, Chief Claborn's Swearing in Ceremony, Sunburst Youth Academy Graduation, and the Los Alamitos High School Graduation.

Mayor Hasselbrink spoke regarding attendance in the Los Alamitos High School Senior Parade hosted by the Rossmoor Homeowners Association, Precious Life Shelter BBQ Fundraiser, attendance at Chief Claborn's Swearing in Ceremony, and the Los Alamitos High School Graduation.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received an overview of the summer programming from Recreation and Community Services Director Noda.

9. WARRANTS

A. Warrants

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

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

Motion/Second: Bates/Doby

Unanimously Carried: The City Council ratified 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	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 Bates received clarification on Items 10E and 10H.

Motion/Second: Bates/Doby

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

A. Approval of Minutes

The City Council approved the Special and Regular Minutes of May 16, 2022.

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

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

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.

The City Council:

1. Approved 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)

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).

The City Council:

1. Approved the plans and specification for the New Dutch Haven Neighborhood Street Rehabilitation Project (22/23-02); and,
2. Authorized 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.

Council Member Bates asked for and received clarification on the public input process of the project and specifications of the playground equipment.

The City Council:

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

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).

The City Council approved and authorized 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

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.

The City Council adopted 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

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.

The City Council approved 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

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.

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

City Council and Staff discussed:

- Improving efficiencies with current technology
- Future discussion of Economic Development Programs including Los Al Bucks
- Concern regarding the ambitious plans for the Capital Improvement Projects
- Recognition of the current supply chain concerns and the effects on requisitions of supplies for projects
- Staffing levels in Economic Development
- Interest in providing residents with a simplified and streamlined permitting process for regular items (i.e. replacing windows, repaving driveways, electrical upgrades, etc.)
- Appreciation for the Public Works team's efforts to be visible to the public
- Overview of ensuring quality programming is offered by the City
- Suggestions for increased enforcement of street sweeping violations
- Police department recent partnership with the Orange County Fire Authority and the School District for active shooter training
- Support for a School Resource Officer

Mayor Hasselbrink opened the Public Hearing for comment.

Unidentified resident asked for and received an update on the Lampson property and information regarding the Town Center Mixed Use. Resident was advised no official application has been submitted. Resident was advised the recently approved Town Center Mixed Use was a strategic planning tool for future developments.

Mayor Hasselbrink closed the Public Hearing for comment.

Motion/Second: Doby/Bates

Unanimously Carried: The City Council:

1. Reviewed, received, and filed the department overviews for Fiscal Year 2022-23; and,
2. Conducted a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopted 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

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

City Attorney Daudt summarized the Staff report and provided an oral summary of the City Manager Employment agreement.

City Council recognized City Manager Simmons began employment during a National pandemic and applaud all that he has accomplished to date.

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council:

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

13. ADJOURNMENT

The City Council adjourned at 7:46 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING - Wednesday, July 13, 2022

1. CALL TO ORDER

The City Council met in Special Session 9:04 a.m., Wednesday, July 13, 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 issued on March 12, 2020, all members of the City Council attended via videoconference.

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 Daudt, City Attorney
Windmera Quintanar, MMC, City Clerk

3. CONSENT CALENDAR

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

Motion/Second: Chirco/Bates

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	Absent

A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings

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.

4. ADJOURNMENT

The City Council adjourned at 9:05 a.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Resolution No. 2022-26 – Amendment to the City’s Conflict of Interest Code

SUMMARY

To comply with the requirements of State law, the attached Resolution proposes to amend the City’s Conflict of Interest Code by updating the list of designated employees that have significant involvement in the City’s decision-making process.

RECOMMENDATION

1. Receive and file the 2022 Local Agency Biennial Notice; and,
2. Adopt Resolution No. 2022-26, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY AND REPEALING RESOLUTION 2021-38.”

BACKGROUND

The Political Reform Act (Government Code Section 81000 et seq.) requires every local government agency to review its Conflict of Interest Code biennially. The Biennial Notice must be completed and filed with the City Council. Any amendments to the Conflict of Interest Code (COI) must be submitted to the City Council for approval by no later than October 1, 2022. The Conflict of Interest Code is not effective until it has been approved by the City Council.

Cities are required to adopt and, when necessary, amend a Conflict of Interest Code. A Conflict of Interest Code designates, by employment position, those City employees who make or participate in making governmental decisions that may have a foreseeable material effect on any financial interest held by the employee, and requires the designated employee to disclose those interests.

The City Council, Planning Commission, City Manager and City Attorney are not covered in the Conflict of Interest Code because they are already required to file Statements of Economic Interest on Form 700 pursuant to other sections of the Political Reform Act with the Fair Political Practices Commission.

The City Council adopts the Conflict of Interest Code by Resolution which includes adoption by reference of Section 18730 of the California Code of Regulations which is the model Conflict of

Interest Code adopted by the Fair Political Practices Commission for all State and local government agencies. The benefit to adopting the model code is that the City does not have to amend its Code each time the Fair Political Practices Commission amends the Regulations. Amendments automatically become a part of the City's Code without further action.

The Fair Political Practice Board recommends a Conflict of Interest Code be amended if any of the below circumstances apply since the Code was last adopted.

- The current code is more than five years old?
- There have been any substantial changes to the City's organizational structure
- Positions have been eliminated/re-named
- New positions have been added
- There have been substantial changes in duties or responsibilities for an position

DISCUSSION

The City's Conflict of Interest Code is required to reflect the current structure of the agency and properly identify all officials and employees who should be filing a Form 700. c

It is recommended that Exhibit A to the Code be amended to reflect addition of the following positions:

1. Economic Development Supervisor
2. Los Alamitos Community Foundation

FISCAL IMPACT

None.

Attachment: 1. Biennial Notice
 2. Resolution No. 2022-26 - Conflict of Interest Code

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

City of Los Alamitos, City Council - 3191 Katella Ave., Los Alamitos, CA 90720

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2022-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY AND REPEALING RESOLUTION 2021-38

WHEREAS, the Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and,

WHEREAS, the Fair Political Practices Commission has adopted Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations, Section §18730, which contains the terms of a standard Conflict of Interest Code which can be incorporated by reference in an agency's code; and,

WHEREAS, after public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and,

WHEREAS, the terms of Title 2, Division 6, California Code of Regulations, Section §18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference; and,

WHEREAS, individuals holding designated positions shall file their statements of economic interest with the City Clerk, which will make the statements available for public inspection and reproduction (Government Code Section 81008); and,

WHEREAS, upon receipt of the statements for designated filers under Government Code Section 87200, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission. All other statements will be retained by the City; and,

WHEREAS, The City's current Conflict of Interest Code was adopted by Resolution 2021-38 on December 31, 2021.

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. This Resolution and the attached Exhibits designating positions, Exhibit A, and establishing disclosure requirements, Exhibit B, shall constitute the Conflict of Interest Code of the City of Los Alamitos.

SECTION 3. Resolution No. 2021-38 and all previously adopted Conflict of Interest Codes of the City of Los Alamitos are hereby repealed.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of July, 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, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of July, 2022, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

Exhibit A - Designated Employees and Disclosure Categories

The following positions entail the making or participation in the making of decisions which may foreseeably have a material effect of financial interests:

Designated Position ¹	Disclosure Categories
Accountant	1, 2, 3, 4, 5, 6
Administrative Services Director	1, 2, 3, 4, 5, 6
Administrative Services Manager	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3, 4, 5, 6
Assistant Planner	1, 2, 3, 4, 5, 6
Assistant to the City Manager	1, 2, 3, 4
Benefits Coordinator/Executive Assistant	1, 2, 3, 4, 6
Building Official	1, 2, 3, 4, 5, 6
Chief of Police	1, 2, 3, 4, 6
City Clerk	1, 2, 3, 4, 6
City Clerk/Director of Communications	1, 2, 3, 4, 6
City Engineer	1, 2, 3, 4, 5, 6
City Treasurer	1, 2, 3, 4, 5, 6
Code Enforcement Officer	1, 2, 3, 4, 5, 6
Development Services Director	1, 2, 3, 4, 5, 6
Development Services Manager	1, 2, 3, 4, 5, 6
Director of Communications	1, 2, 3, 4, 6
Economic Development Supervisor	1, 2, 3, 4, 5, 6
Finance Assistant	1, 2, 3, 4
Finance Director	1, 2, 3, 4, 5, 6
Finance Manager	1, 2, 3, 4, 5, 6
Lead Foreman	1, 2, 3, 4
Maintenance Foreman	1, 2, 3, 4
Management Analyst	1, 2, 3, 4
Police Captain	1, 2, 3, 4, 6
Public Works Superintendent	1, 2, 3, 4, 6
Public Works Supervisor	1, 2, 3, 4, 6
Recreation & Community Services Director	1, 2, 3, 4, 5, 6
Recreation & Community Services Manager	1, 2, 3, 4
Recreation Supervisor	1, 2, 3
Senior Finance Assistant	1, 2, 3, 4
Support Services Manager	1, 2, 3, 4, 5, 6
Consultants/New Positions ²	1, 2, 3, 6

¹ The City Council, Planning Commission, City Manager and City Attorney are not covered in the Conflict of Interest Code because they are already required to file Statements of Economic Interest on Form 700 pursuant to other sections of the Political Reform Act.

² Consultants/New Positions are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine, in writing, that a particular consultant, although a “designated position” is hired to perform a

Committee, Commission and Board Members:

Los Alamitos Community Foundation	1, 2, 3, 5, 6
Parks, Recreation & Cultural Arts Commission	1, 2, 3, 5, 6
Personnel Appeals Commission	1, 2, 3, 5, 6
Traffic Commission	1, 2, 3, 5, 6

range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultants' duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.

Exhibit B - Categories of Reportable Economic Interests

Designated Employees in Disclosure Category 1 Must Report:

All interest in real property, as defined in Government Code § 82033, located within or subject to the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction of the City if the property or any part of it is located within or not more than two miles outside the boundaries of the City of Los Alamitos, or within two miles of any land owned or used by the City of Los Alamitos. No disclosure need be made concerning the principal residence of the designated employee.

Designated Employees in Disclosure Category 2 Must Report:

All investments, as defined in Government Code § 87034. Financial interests are reportable only if located within or subject to the jurisdiction of the City of Los Alamitos, or if the business entity is doing business or planning to do business in the City of Los Alamitos, or has done business within the City of Los Alamitos at any time during the two years prior to the filing of the statement.

Designated Employees in Disclosure Category 3 Must Report:

All income, as defined in Government Code § 82030, from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Designated Employees in Disclosure Category 4 Must Report:

Employees whose duties involve contracting or purchasing:

Contracts or makes purchases for the entire City: Investments and business positions in business entities and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Los Alamitos.

Contracts or makes purchases for specific department: Investments and business positions in business entities and sources of income, which provide services, supplies materials, machinery or equipment of the type utilized by the designated employee's department or division.

Designated Employees in Disclosure Category 5 Must Report:

Investments and business positions in business entities, and sources of income, which engage in land development, construction or the acquisition or sale of real property, and all interests in real property, with the exception of the principal residence of the designated employee.

Designated Employees in Disclosure Category 6 Must Report:

All investments and business positions in business entities, and sources of income, which are subject to the regulatory, permit or licensing authority of the City of Los Alamitos.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Personnel Changes Related to the Budget

SUMMARY

This report outlines the various personnel related changes that were adopted as part of the Fiscal Year 2022-23 budget.

RECOMMENDATION

1. Adopt Resolution No. 2022-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS FOR ECONOMIC DEVELOPMENT SUPERVISOR AND FULL TIME CODE ENFORCEMENT OFFICER"; and,

2. Adopt Resolution No. 2022-24, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR EXECUTIVE MANAGEMENT AND NONREPRESENTED EMPLOYEES TO INCLUDE ECONOMIC DEVELOPMENT SUPERVISOR".

BACKGROUND

This report outlines the various personnel related changes that were identified in the Fiscal Year 2022-23 adopted budget. The Administrative Services Manager worked with the Development Services Department to define the appropriate job descriptions for each position identified.

DISCUSSION

The attached Full Time Job Descriptions have been developed for the Development Services Department:

Full-Time:

- Economic Development Supervisor
- Full Time Code Enforcement Officer

The Non-Represented salary schedules have been updated to include the Economic Development Supervisor which is comparative to surrounding cities.

Resolution 2021-23 adopted the California Teamsters 911 salary schedule for all 3 tiers and includes a salary range for the Full-Time Code Enforcement Officer position. The Resolution is attached for reference.

FISCAL IMPACT

The fiscal impact associated with the outlined personnel changes were incorporated in the Fiscal year 2022-23 Approved Budget.

- Attachment:
1. Resolution No. 2022-25 - Job Descriptions Resolution
 2. Exhibit A - Economic Development Supervisor Job Description
 3. Exhibit B - Full Time Code Enforcement Officer Job Description
 4. Resolution No. 2022-24 - Non-Represented Salary Schedule
 5. Exhibit A - Non-Rep Salary Schedules 2021-2023
 6. Teamsters Salary Schedules

RESOLUTION NO. 2022-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB
DESCRIPTIONS FOR ECONOMIC DEVELOPMENT
SUPERVISOR AND FULL TIME CODE ENFORCEMENT
OFFICER**

WHEREAS, on June 13, 2022 the City of Los Alamitos City Council approved the Fiscal Year 2022-23 Budget that identified two new full-time positions for the City of Los Alamitos; and,

WHEREAS, the job descriptions have been developed for the following full-time positions: Economic Development Supervisor and Full Time Code Enforcement Officer; and,

WHEREAS, the new job descriptions will be effective July 18, 2022.

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 approves the job descriptions for Economic Development Supervisor (Exhibit A) and Full Time Code Enforcement Officer (Exhibit B).

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

PASSED, APPROVED, AND ADOPTED this 18th day of July, 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 18th day of July, 2022., by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
Job Description

ECONOMIC DEVELOPMENT SUPERVISOR

THE POSITION

This position serves as the Economic Development Supervisor in the Development Services Department and reports directly to the Development Services Manager and Development Services Director. The Economic Development Supervisor serves in a wide variety of duties which include planning, organizing, promoting, coordinating, and supervising various economic development projects, programs, activities, events that will promote the economic growth of the local business community.

ESSENTIAL JOB FUNCTIONS

Duties may include, but are not limited to the following: Plans, organizes, promotes, and leads the City's economic development programs and functions to enhance business development, attraction, and retention strategies. Collects and compiles analytical data to enhance the economic development sustainability in the City. Prepares innovative ideas and methods to retain and stimulate commercial and business development in the City. Establishes positive, effective relationships with the business community, owners of commercial real estate, commercial real estate developers and brokers, and public agencies to promote the City's business and economic development activities. Conducts business outreach and expansion within the City to brokers, developers, property managers, businesses, and business resource agencies to promote business attraction and retention. Promotes the City as a competitive business location and enhances communication with the business community through the City's website, marketing program, networking events, newsletters, publications, seminars, workshops, and email blasts. Maintains an inventory of City businesses and encourages participation in the City's business development and attraction programs. Conducts outreach to the City's largest employers and top producing companies through in-person visits, e-mails, newsletters, and other communications in order to promote continued job and economic growth within the City. Applies for new funding streams made available by the State of California and other sources for the creation and preservation of new economic development opportunities. Participates in the study and development of tax revenue projections. Provides technical coordination and support services to the business community. Creates and manages economic studies to assist with long-range planning in coordination with City departments and other public agencies. Prepares business finance related grant proposals and assists in implementation of projects. Produces a variety of reports, memoranda, and updates regarding economic development activities, and programs. Maintains ongoing knowledge of current economic development trends and applicable local, state, and federal business regulations, business permits, and financing resources available to city businesses. May serve as administrative support at City Hall during operating hours. Serves as the department liaison with non-profit organizations and attend social events which may benefit the city's outreach for economic development incentives and programs. Performs related duties as assigned.

QUALIFICATIONS

The idea candidate must possess any combination of education and/or experience such as graduation from a four (4) year college or university with a Bachelor's Degree in planning, public administration, economics, real estate, related field or a minimum of three (3) years of experience in economic development, community development, planning or related field is preferred.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Must have the ability to communicate effectively – both orally and in writing. Knowledge of operations, services, activities, and implementation of an economic development program including business attraction and retention programs, practices, and techniques; Principles of marketing, public relations, and customer service practices; application of economics, municipal finance; must be self-motivated, highly energetic, positive, creative, and willing to participate in a fast-paced, team environment.

CITY OF LOS ALAMITOS
Job Description

FULL TIME CODE ENFORCEMENT OFFICER

THE POSITION

Under general direction of the Development Services Director and supervision of the Senior Code Enforcement Officer, the Code Enforcement Officer performs code enforcement activities; responds to zoning, residential, building, commercial and safety code violations; participates in the administration of field inspections and compiles reports related to the day-to-day operations; maintains accurate and complete case files; and performs related duties as required.

ESSENTIAL JOB FUNCTIONS

Duties may include, but are not limited to the following: Participates in the continuous improvement of administrative processes. Trains lower ranked staff. Reviews, monitors and applies municipal codes related to commercial and residential land use and property maintenance. Issues notices of violation and administrative citations with practical solutions to aid in effective and efficient abatement. Provides technical expertise, code interpretation assistance, advice on enforcement strategies on more complex incidents, and administrative matters. Assists staff and other departments with the interpretation and application of applicable ordinances. Responds in person or by letter to inquiries regarding complaints and investigations, either verbally or with the use of a personal computer or portable tablet. Explains to superiors the status of, or issues involved in, complaints or investigations. Participates in the investigation, preparation and presentation in cases for legal action. Responds to telephone and public counter inquiries concerning various code requirements, including egregious neglect of property maintenance concerns. Researches property records and maintains accurate records and prepares documentation for case prosecution. Consult with staff in other departments to resolve interdepartmental conflicts or concerns. Coordinate enforcement efforts with other City departments and outside agencies. Provide information and serve as liaison to representatives from state, federal and other local agencies. May represent the department in technical organizations and committees. Produces staff reports and studies. Meet with representatives of the community to explain functions, policies and operations and to mediate, resolve conflicts and/or respond to questions, clarify policies and regulations. Enforces the City's Urban Forest Program and Parkway Tree Masterplan. Assists with department events and programs.

QUALIFICATIONS

The ideal candidate must possess any combination of education and/or experience such as graduation from a four (4) year college or university and three (3) years of increasingly responsible code enforcement experience or related field.

Ability to obtain a valid Class C California Driver's License by date of hire is required. Valid required license shall be maintained. Certified Code Enforcement Officer with California

Association of Code Enforcement Officers (CACEO) within six (6) months of hire. Successful Completion of a POST 832PC class required within six (6) months of hire

KNOWLEDGE OF

Principles and practices of code enforcement as it relates to municipal code restrictions; investigation techniques and practices; evidence collection and preservation; principles of land use planning; public speaking techniques; property owner rights, property descriptions, assessor's map systems; goals and functions of code enforcement; techniques and methodologies used in making and resolving difficult public contacts with individuals from diverse socio-economic and cultural backgrounds; research practices and techniques; technical report writing, written and verbal English grammar, spelling and construction, and photography

GENERAL KNOWLEDGE OF

State health and safety code; International Property Maintenance Code, principles and practices of office administration and supervision; Techniques of training and evaluation; Project and workload planning; Court room procedures; The principles of budget preparation in the public sector; Practices and methodologies of contract administration.

ABILITY TO

Provide attention to detail on work content, progression and final work products. Assists customers with a primary focus and intent to inform, resolve and gain trust. Provide influential leadership and affects positive change in the community. Plan, organize and engage in the performance of complex, technical work; Develop and implement goals and objectives; Evaluate and determine levels of achievement and performance; Learn, interpret, apply and explain applicable codes, regulations and policies; Identify and analyze administrative problems and implement operational changes; Develop and maintain cooperative working relationships with staff and customers; Determine and implement the appropriate course of action in stressful situations; Manage meetings effectively; Learn and apply City procedures, interviewing, investigative and safety techniques and practices; Accurately research property ownership and status; Work independently; Analyze and evaluate observations and information in relationship to applicable codes and regulations; Communicate effectively both verbally and in writing with individuals from a variety of socioeconomic and cultural backgrounds; Use a personal computer in the composing and editing of written management and technical reports.

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES TO INCLUDE ECONOMIC DEVELOPMENT SUPERVISOR

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-25 establishing the salaries and benefits for Non-Represented Employees; and,

WHEREAS, on February 28, 2022 the City Council adopted Resolution 2022-07 amending the Non-Represented Salaries and Benefits resolution to add a Finance Manager position to Middle Management; and,

WHEREAS, the City of Los Alamitos hereby amends the Non-Represented Salaries and Benefits resolution to add an Economic Development Supervisor position to Confidential Employees; and,

WHEREAS, the new salary schedule for Economic Development Supervisor will become effective July 18, 2022; and,

WHEREAS, this Resolution amends Resolution No. 2022-07.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above

SECTION 2. Section 3, Subsection C.3. of Resolution 2021-25 is hereby amended to state:

C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE:

3. Confidential employees are the following positions: Public Works Supervisor, Recreation Supervisor, Assistant to the City Manager, Deputy City Clerk, Benefits Coordinator/Executive Assistant, Economic Development Supervisor.

SECTION 3. Amends the Non-Represented Employees Salary Schedule to include Economic Development Supervisor, effective July 18, 2022, attached hereto as Exhibit A.

SECTION 4. Resolution No. 2020-07, Exhibit A – Salary Schedules are hereby repealed in their entirety.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of July, 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 18th day of July, 2022 by the following vote, to wit:

Windmera Quintanar , MMC, City Clerk

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.33	34.05	35.83	37.72	39.71
				MONTHLY	5,603.87	5,902.00	6,210.53	6,538.13	6,883.07
				ANNUAL	67,246.40	70,824.00	74,526.40	78,457.60	82,596.80
324	Recreation Supervisor	2	MM - E	HOURLY	33.25	35.07	37.00	39.03	41.18
326	Economic Development Supervisor			MONTHLY	5,763.33	6,078.80	6,413.33	6,765.20	7,137.87
328	Public Works Supervisor			ANNUAL	69,160.00	72,945.60	76,960.00	81,182.40	85,654.40
330	Assistant to the City Manager	1	C - E	HOURLY	41.39	43.46	45.63	47.92	50.32
				MONTHLY	7,174.27	7,533.07	7,909.20	8,306.13	8,722.13
				ANNUAL	86,091.20	90,396.80	94,910.40	99,673.60	104,665.60
		2		HOURLY	38.37	40.28	42.29	44.40	46.64
				MONTHLY	6,650.80	6,981.87	7,330.27	7,696.00	8,084.27
				ANNUAL	79,809.60	83,782.40	87,963.20	92,352.00	97,011.20
355	Recreation Manager	1	MM - E	HOURLY	41.42	44.08	46.88	49.88	53.06
				MONTHLY	7,179.47	7,640.53	8,125.87	8,645.87	9,197.07
				ANNUAL	86,153.60	91,686.40	97,510.40	103,750.40	110,364.80
		2		HOURLY	40.46	42.46	44.54	46.39	48.20
				MONTHLY	7,013.07	7,359.73	7,720.27	8,040.93	8,354.67
				ANNUAL	84,156.80	88,316.80	92,643.20	96,491.20	100,256.00
362	Administrative Services Manager	2	A - E	HOURLY	44.08	46.28	48.60	51.02	53.57
				MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
365	Development Services Manager	2	MM-E	HOURLY	44.08	46.28	48.60	51.02	53.57
340	Finance Manager			MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
370	City Clerk	1	A - E	HOURLY	42.35	44.47	46.71	49.04	51.49
				MONTHLY	7,340.67	7,708.13	8,096.40	8,500.27	8,924.93
				ANNUAL	88,088.00	92,497.60	97,156.80	102,003.20	107,099.20
		2		HOURLY	39.24	41.22	43.27	45.43	47.69
				MONTHLY	6,801.60	7,144.80	7,500.13	7,874.53	8,266.27
				ANNUAL	81,619.20	85,737.60	90,001.60	94,494.40	99,195.20
373	City Clerk/ Director of Communications	1	A - E	HOURLY	44.47	46.71	49.04	51.49	54.06
				MONTHLY	7,708.13	8,096.40	8,500.27	8,924.93	9,370.40
				ANNUAL	92,497.60	97,156.80	102,003.20	107,099.20	112,444.80
		2		HOURLY	41.22	43.27	45.43	47.69	50.08
				MONTHLY	7,144.80	7,500.13	7,874.53	8,266.27	8,680.53
				ANNUAL	85,737.60	90,001.60	94,494.40	99,195.20	104,166.40
380	Support Services Manager	1	MM - E	HOURLY	50.33	52.85	55.49	58.26	61.17
				MONTHLY	8,723.87	9,160.67	9,618.27	10,098.40	10,602.80
				ANNUAL	104,686.40	109,928.00	115,419.20	121,180.80	127,233.60
		2		HOURLY	46.64	48.96	51.41	53.99	56.69
				MONTHLY	8,084.27	8,486.40	8,911.07	9,358.27	9,826.27
				ANNUAL	97,011.20	101,836.80	106,932.80	112,299.20	117,915.20

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	54.61	60.05	65.53	70.24	76.44
				MONTHLY	9,465.73	10,408.67	11,358.53	12,174.93	13,249.60
				ANNUAL	113,588.80	124,904.00	136,302.40	146,099.20	158,995.20
		2		HOURLY	50.59	55.65	60.70	65.10	70.83
				MONTHLY	8,768.93	9,646.00	10,521.33	11,284.00	12,277.20
				ANNUAL	105,227.20	115,752.00	126,256.00	135,408.00	147,326.40
390	Police Captain	1	MM - E	HOURLY	62.90	66.05	69.36	72.82	76.47
				MONTHLY	10,902.67	11,448.67	12,022.40	12,622.13	13,254.80
				ANNUAL	130,832.00	137,384.00	144,268.80	151,465.60	159,057.60
		2		HOURLY	57.76	60.65	63.68	66.87	70.22
				MONTHLY	10,011.73	10,512.67	11,037.87	11,590.80	12,171.47
				ANNUAL	120,140.80	126,152.00	132,454.40	139,089.60	146,057.60
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	57.34	63.07	68.81	73.76	80.26
				MONTHLY	9,938.93	10,932.13	11,927.07	12,785.07	13,911.73
				ANNUAL	119,267.20	131,185.60	143,124.80	153,420.80	166,940.80
		2		HOURLY	53.13	58.44	63.76	68.35	74.36
				MONTHLY	9,209.20	10,129.60	11,051.73	11,847.33	12,889.07
				ANNUAL	110,510.40	121,555.20	132,620.80	142,168.00	154,668.80
410	Development Services Director	1	A - E	HOURLY	60.21	66.22	72.25	77.44	84.27
				MONTHLY	10,436.40	11,478.13	12,523.33	13,422.93	14,606.80
				ANNUAL	125,236.80	137,737.60	150,280.00	161,075.20	175,281.60
		2		HOURLY	55.78	61.36	66.92	71.77	78.08
				MONTHLY	9,668.53	10,635.73	11,599.47	12,440.13	13,533.87
				ANNUAL	116,022.40	127,628.80	139,193.60	149,281.60	162,406.40
440	Police Chief	1	A - E	HOURLY	66.71	73.36	80.04	86.70	93.38
				MONTHLY	11,563.07	12,715.73	13,873.60	15,028.00	16,185.87
				ANNUAL	138,756.80	152,588.80	166,483.20	180,336.00	194,230.40
		2		HOURLY	61.24	67.36	73.48	79.61	85.74
				MONTHLY	10,614.93	11,675.73	12,736.53	13,799.07	14,861.60
				ANNUAL	127,379.20	140,108.80	152,838.40	165,588.80	178,339.20
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed **before** December 16, 2013.Tier 2 represent the salary ranges for non-represented employees appointed **after** December 16, 2013.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.98	34.73	36.55	38.47	40.50
				MONTHLY	5,716.53	6,019.87	6,335.33	6,668.13	7,020.00
				ANNUAL	68,598.40	72,238.40	76,024.00	80,017.60	84,240.00
324	Recreation Supervisor	2	MM - E	HOURLY	33.92	35.77	37.74	39.81	42.00
326	Economic Development Supervisor			MONTHLY	5,879.47	6,200.13	6,541.60	6,900.40	7,280.00
328	Public Works Supervisor			ANNUAL	70,553.60	74,401.60	78,499.20	82,804.80	87,360.00
330	Assistant to the City Manager	1	C - E	HOURLY	42.22	44.33	46.54	48.88	51.33
				MONTHLY	7,318.13	7,683.87	8,066.93	8,472.53	8,897.20
				ANNUAL	87,817.60	92,206.40	96,803.20	101,670.40	106,766.40
		2		HOURLY	39.14	41.09	43.14	45.29	47.57
				MONTHLY	6,784.27	7,122.27	7,477.60	7,850.27	8,245.47
				ANNUAL	81,411.20	85,467.20	89,731.20	94,203.20	98,945.60
355	Recreation Manager	1	MM - E	HOURLY	42.25	44.96	47.82	50.88	54.12
				MONTHLY	7,323.33	7,793.07	8,288.80	8,819.20	9,380.80
				ANNUAL	87,880.00	93,516.80	99,465.60	105,830.40	112,569.60
		2		HOURLY	41.27	43.31	45.43	47.32	49.16
				MONTHLY	7,153.47	7,507.07	7,874.53	8,202.13	8,521.07
				ANNUAL	85,841.60	90,084.80	94,494.40	98,425.60	102,252.80
362	Administrative Services Manager	2	A - E	HOURLY	44.96	47.21	49.57	52.04	54.64
				MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
365	Development Services Manager	2	MM-E	HOURLY	44.96	47.21	49.57	52.04	54.64
340	Finance Manager			MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
370	City Clerk	1	A - E	HOURLY	43.20	45.36	47.64	50.02	52.52
				MONTHLY	7,488.00	7,862.40	8,257.60	8,670.13	9,103.47
				ANNUAL	89,856.00	94,348.80	99,091.20	104,041.60	109,241.60
		2		HOURLY	40.02	42.04	44.14	46.34	48.64
				MONTHLY	6,936.80	7,286.93	7,650.93	8,032.27	8,430.93
				ANNUAL	83,241.60	87,443.20	91,811.20	96,387.20	101,171.20
373	City Clerk/ Director of Communication	1	A - E	HOURLY	45.36	47.64	50.02	52.52	55.14
				MONTHLY	7,862.40	8,257.60	8,670.13	9,103.47	9,557.60
				ANNUAL	94,348.80	99,091.20	104,041.60	109,241.60	114,691.20
		2		HOURLY	42.04	44.14	46.34	48.64	51.08
				MONTHLY	7,286.93	7,650.93	8,032.27	8,430.93	8,853.87
				ANNUAL	87,443.20	91,811.20	96,387.20	101,171.20	106,246.40
380	Support Services Manager	1	MM - E	HOURLY	51.34	53.91	56.60	59.43	62.39
				MONTHLY	8,898.93	9,344.40	9,810.67	10,301.20	10,814.27
				ANNUAL	106,787.20	112,132.80	117,728.00	123,614.40	129,771.20
		2		HOURLY	47.57	49.94	52.44	55.07	57.82
				MONTHLY	8,245.47	8,656.27	9,089.60	9,545.47	10,022.13
				ANNUAL	98,945.60	103,875.20	109,075.20	114,545.60	120,265.60

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	55.70	61.25	66.84	71.64	77.97
				MONTHLY	9,654.67	10,616.67	11,585.60	12,417.60	13,514.80
				ANNUAL	115,856.00	127,400.00	139,027.20	149,011.20	162,177.60
		2		HOURLY	51.60	56.76	61.91	66.40	72.25
				MONTHLY	8,944.00	9,838.40	10,731.07	11,509.33	12,523.33
				ANNUAL	107,328.00	118,060.80	128,772.80	138,112.00	150,280.00
390	Police Captain	1	MM - E	HOURLY	64.16	67.37	70.75	74.28	78.00
				MONTHLY	11,121.07	11,677.47	12,263.33	12,875.20	13,520.00
				ANNUAL	133,452.80	140,129.60	147,160.00	154,502.40	162,240.00
		2		HOURLY	58.92	61.86	64.95	68.21	71.62
				MONTHLY	10,212.80	10,722.40	11,258.00	11,823.07	12,414.13
				ANNUAL	122,553.60	128,668.80	135,096.00	141,876.80	148,969.60
400	Administrative Services Director	1	A - E	HOURLY	58.49	64.33	70.19	75.24	81.87
430	Recreation & Community Svcs Director			MONTHLY	10,138.27	11,150.53	12,166.27	13,041.60	14,190.80
				ANNUAL	121,659.20	133,806.40	145,995.20	156,499.20	170,289.60
		2		HOURLY	54.19	59.61	65.04	69.72	75.85
				MONTHLY	9,392.93	10,332.40	11,273.60	12,084.80	13,147.33
				ANNUAL	112,715.20	123,988.80	135,283.20	145,017.60	157,768.00
410	Development Services Director	1	A - E	HOURLY	61.41	67.54	73.70	78.99	85.96
				MONTHLY	10,644.40	11,706.93	12,774.67	13,691.60	14,899.73
				ANNUAL	127,732.80	140,483.20	153,296.00	164,299.20	178,796.80
		2		HOURLY	56.90	62.59	68.26	73.21	79.64
				MONTHLY	9,862.67	10,848.93	11,831.73	12,689.73	13,804.27
				ANNUAL	118,352.00	130,187.20	141,980.80	152,276.80	165,651.20
440	Police Chief	1	A - E	HOURLY	68.04	74.83	81.64	88.43	95.25
				MONTHLY	11,793.60	12,970.53	14,150.93	15,327.87	16,510.00
				ANNUAL	141,523.20	155,646.40	169,811.20	183,934.40	198,120.00
		2		HOURLY	62.46	68.71	74.95	81.20	87.45
				MONTHLY	10,826.40	11,909.73	12,991.33	14,074.67	15,158.00
				ANNUAL	129,916.80	142,916.80	155,896.00	168,896.00	181,896.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed **before** December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed **after** December 16, 2013.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	33.64	35.42	37.28	39.24	41.31
				MONTHLY	5,830.93	6,139.47	6,461.87	6,801.60	7,160.40
				ANNUAL	69,971.20	73,673.60	77,542.40	81,619.20	85,924.80
324	Recreation Supervisor	2	MM - E	HOURLY	34.60	36.49	38.49	40.61	42.84
326	Economic Development Supervisor			MONTHLY	5,997.33	6,324.93	6,671.60	7,039.07	7,425.60
328	Public Works Supervisor			ANNUAL	71,968.00	75,899.20	80,059.20	84,468.80	89,107.20
330	Assistant to the City Manager	1	C - E	HOURLY	43.06	45.22	47.47	49.86	52.36
				MONTHLY	7,463.73	7,838.13	8,228.13	8,642.40	9,075.73
				ANNUAL	89,564.80	94,057.60	98,737.60	103,708.80	108,908.80
		2		HOURLY	39.92	41.91	44.00	46.20	48.52
				MONTHLY	6,919.47	7,264.40	7,626.67	8,008.00	8,410.13
				ANNUAL	83,033.60	87,172.80	91,520.00	96,096.00	100,921.60
355	Recreation Manager	1	MM - E	HOURLY	43.10	45.86	48.78	51.90	55.20
				MONTHLY	7,470.67	7,949.07	8,455.20	8,996.00	9,568.00
				ANNUAL	89,648.00	95,388.80	101,462.40	107,952.00	114,816.00
		2		HOURLY	42.10	44.18	46.34	48.27	50.14
				MONTHLY	7,297.33	7,657.87	8,032.27	8,366.80	8,690.93
				ANNUAL	87,568.00	91,894.40	96,387.20	100,401.60	104,291.20
362	Administrative Services Manager	2	A - E	HOURLY	45.86	48.15	50.56	53.08	55.73
				MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
365	Development Services Manager	2	MM-E	HOURLY	45.86	48.15	50.56	53.08	55.73
340	Finance Manager			MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
370	City Clerk	1	A - E	HOURLY	44.06	46.27	48.59	51.02	53.57
				MONTHLY	7,637.07	8,020.13	8,422.27	8,843.47	9,285.47
				ANNUAL	91,644.80	96,241.60	101,067.20	106,121.60	111,425.60
		2		HOURLY	40.82	42.88	45.02	47.27	49.61
				MONTHLY	7,075.47	7,432.53	7,803.47	8,193.47	8,599.07
				ANNUAL	84,905.60	89,190.40	93,641.60	98,321.60	103,188.80
373	City Clerk/ Director of Communication	1	A - E	HOURLY	46.27	48.59	51.02	53.57	56.24
				MONTHLY	8,020.13	8,422.27	8,843.47	9,285.47	9,748.27
				ANNUAL	96,241.60	101,067.20	106,121.60	111,425.60	116,979.20
		2		HOURLY	42.88	45.02	47.27	49.61	52.10
				MONTHLY	7,432.53	7,803.47	8,193.47	8,599.07	9,030.67
				ANNUAL	89,190.40	93,641.60	98,321.60	103,188.80	108,368.00
380	Support Services Manager	1	MM - E	HOURLY	52.37	54.99	57.73	60.62	63.64
				MONTHLY	9,077.47	9,531.60	10,006.53	10,507.47	11,030.93
				ANNUAL	108,929.60	114,379.20	120,078.40	126,089.60	132,371.20
		2		HOURLY	48.52	50.94	53.49	56.17	58.98
				MONTHLY	8,410.13	8,829.60	9,271.60	9,736.13	10,223.20
				ANNUAL	100,921.60	105,955.20	111,259.20	116,833.60	122,678.40

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	56.81	62.48	68.18	73.07	79.53
				MONTHLY	9,847.07	10,829.87	11,817.87	12,665.47	13,785.20
				ANNUAL	118,164.80	129,958.40	141,814.40	151,985.60	165,422.40
		2		HOURLY	52.63	57.90	63.15	67.73	73.70
				MONTHLY	9,122.53	10,036.00	10,946.00	11,739.87	12,774.67
				ANNUAL	109,470.40	120,432.00	131,352.00	140,878.40	153,296.00
390	Police Captain	1	MM - E	HOURLY	65.44	68.72	72.17	75.77	79.56
				MONTHLY	11,342.93	11,911.47	12,509.47	13,133.47	13,790.40
				ANNUAL	136,115.20	142,937.60	150,113.60	157,601.60	165,484.80
		2		HOURLY	60.10	63.10	66.25	69.57	73.05
				MONTHLY	10,417.33	10,937.33	11,483.33	12,058.80	12,662.00
				ANNUAL	125,008.00	131,248.00	137,800.00	144,705.60	151,944.00
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51
				MONTHLY	10,341.07	11,374.13	12,408.93	13,301.60	14,475.07
				ANNUAL	124,092.80	136,489.60	148,907.20	159,619.20	173,700.80
		2		HOURLY	55.27	60.80	66.34	71.11	77.37
				MONTHLY	9,580.13	10,538.67	11,498.93	12,325.73	13,410.80
				ANNUAL	114,961.60	126,464.00	137,987.20	147,908.80	160,929.60
410	Development Services Director	1	A - E	HOURLY	62.64	68.89	75.17	80.57	87.68
				MONTHLY	10,857.60	11,940.93	13,029.47	13,965.47	15,197.87
				ANNUAL	130,291.20	143,291.20	156,353.60	167,585.60	182,374.40
		2		HOURLY	58.04	63.84	69.63	74.67	81.23
				MONTHLY	10,060.27	11,065.60	12,069.20	12,942.80	14,079.87
				ANNUAL	120,723.20	132,787.20	144,830.40	155,313.60	168,958.40
440	Police Chief	1	A - E	HOURLY	69.40	76.33	83.27	90.20	97.16
				MONTHLY	12,029.33	13,230.53	14,433.47	15,634.67	16,841.07
				ANNUAL	144,352.00	158,766.40	173,201.60	187,616.00	202,092.80
		2		HOURLY	63.71	70.08	76.45	82.82	89.20
				MONTHLY	11,043.07	12,147.20	13,251.33	14,355.47	15,461.33
				ANNUAL	132,516.80	145,766.40	159,016.00	172,265.60	185,536.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed before December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed after December 16, 2013.

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	17.78	18.67	19.62	20.58	21.61
			MONTHLY	3,081.87	3,236.13	3,400.80	3,567.20	3,745.73
			ANNUAL	36,982.40	38,833.60	40,809.60	42,806.40	44,948.80
		2	HOURLY	17.34	18.22	19.14	20.07	21.08
			MONTHLY	3,005.60	3,158.13	3,317.60	3,478.80	3,653.87
			ANNUAL	36,067.20	37,897.60	39,811.20	41,745.60	43,846.40
		3	HOURLY	16.92	17.77	18.66	19.61	20.57
			MONTHLY	2,932.80	3,080.13	3,234.40	3,399.07	3,565.47
			ANNUAL	35,193.60	36,961.60	38,812.80	40,788.80	42,785.60
120	Records Clerk	1	HOURLY	20.87	21.92	23.02	24.17	25.39
			MONTHLY	3,617.47	3,799.47	3,990.13	4,189.47	4,400.93
			ANNUAL	43,409.60	45,593.60	47,881.60	50,273.60	52,811.20
		2	HOURLY	20.38	21.39	22.47	23.58	24.75
			MONTHLY	3,532.53	3,707.60	3,894.80	4,087.20	4,290.00
			ANNUAL	42,390.40	44,491.20	46,737.60	49,046.40	51,480.00
		3	HOURLY	19.89	20.86	21.90	23.01	24.16
			MONTHLY	3,447.60	3,615.73	3,796.00	3,988.40	4,187.73
			ANNUAL	41,371.20	43,388.80	45,552.00	47,860.80	50,252.80
125	Maintenance Worker	1	HOURLY	22.37	23.48	24.65	25.87	27.18
			MONTHLY	3,877.47	4,069.87	4,272.67	4,484.13	4,711.20
			ANNUAL	46,529.60	48,838.40	51,272.00	53,809.60	56,534.40
		2	HOURLY	21.82	22.90	24.06	25.27	26.52
			MONTHLY	3,782.13	3,969.33	4,170.40	4,380.13	4,596.80
			ANNUAL	45,385.60	47,632.00	50,044.80	52,561.60	55,161.60
		3	HOURLY	21.30	22.35	23.47	24.64	25.86
			MONTHLY	3,692.00	3,874.00	4,068.13	4,270.93	4,482.40
			ANNUAL	44,304.00	46,488.00	48,817.60	51,251.20	53,788.80
126	Maintenance Worker 1	1	HOURLY	23.49	24.67	25.90	27.19	28.56
			MONTHLY	4,071.60	4,276.13	4,489.33	4,712.93	4,950.40
			ANNUAL	48,859.20	51,313.60	53,872.00	56,555.20	59,404.80
		2	HOURLY	22.93	24.08	25.28	26.55	27.87
			MONTHLY	3,974.53	4,173.87	4,381.87	4,602.00	4,830.80
			ANNUAL	47,694.40	50,086.40	52,582.40	55,224.00	57,969.60
		3	HOURLY	22.37	23.48	24.66	25.89	27.18
			MONTHLY	3,877.47	4,069.87	4,274.40	4,487.60	4,711.20
			ANNUAL	46,529.60	48,838.40	51,292.80	53,851.20	56,534.40
130	Secretary	1	HOURLY	23.74	24.93	26.17	27.47	28.85
			MONTHLY	4,114.93	4,321.20	4,536.13	4,761.47	5,000.67
			ANNUAL	49,379.20	51,854.40	54,433.60	57,137.60	60,008.00
		2	HOURLY	23.17	24.30	25.51	26.81	28.15
			MONTHLY	4,016.13	4,212.00	4,421.73	4,647.07	4,879.33
			ANNUAL	48,193.60	50,544.00	53,060.80	55,764.80	58,552.00
		3	HOURLY	22.59	23.73	24.92	26.14	27.46
			MONTHLY	3,915.60	4,113.20	4,319.47	4,530.93	4,759.73
			ANNUAL	46,987.20	49,358.40	51,833.60	54,371.20	57,116.80

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	24.69	25.92	27.22	28.59	30.02
136	Community Liaison Officer		MONTHLY	4,279.60	4,492.80	4,718.13	4,955.60	5,203.47
			ANNUAL	51,355.20	53,913.60	56,617.60	59,467.20	62,441.60
		2	HOURLY	24.11	25.31	26.57	27.90	29.28
			MONTHLY	4,179.07	4,387.07	4,605.47	4,836.00	5,075.20
			ANNUAL	50,148.80	52,644.80	55,265.60	58,032.00	60,902.40
		3	HOURLY	23.51	24.68	25.90	27.21	28.57
			MONTHLY	4,075.07	4,277.87	4,489.33	4,716.40	4,952.13
			ANNUAL	48,900.80	51,334.40	53,872.00	56,596.80	59,425.60
140	Senior Maintenance Worker	1	HOURLY	25.98	27.28	28.65	30.07	31.58
145	Finance Assistant		MONTHLY	4,503.20	4,728.53	4,966.00	5,212.13	5,473.87
150	Mechanic		ANNUAL	54,038.40	56,742.40	59,592.00	62,545.60	65,686.40
152	Planning Aide	2	HOURLY	25.35	26.60	27.95	29.33	30.80
			MONTHLY	4,394.00	4,610.67	4,844.67	5,083.87	5,338.67
			ANNUAL	52,728.00	55,328.00	58,136.00	61,006.40	64,064.00
		3	HOURLY	24.71	25.94	27.25	28.61	30.04
			MONTHLY	4,283.07	4,496.27	4,723.33	4,959.07	5,206.93
			ANNUAL	51,396.80	53,955.20	56,680.00	59,508.80	62,483.20
155	Recreation Coordinator	1	HOURLY	26.21	27.54	28.91	30.36	31.88
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,543.07	4,773.60	5,011.07	5,262.40	5,525.87
			ANNUAL	54,516.80	57,283.20	60,132.80	63,148.80	66,310.40
		2	HOURLY	25.58	26.87	28.20	29.62	31.09
			MONTHLY	4,433.87	4,657.47	4,888.00	5,134.13	5,388.93
			ANNUAL	53,206.40	55,889.60	58,656.00	61,609.60	64,667.20
		3	HOURLY	24.96	26.20	27.52	28.88	30.35
			MONTHLY	4,326.40	4,541.33	4,770.13	5,005.87	5,260.67
			ANNUAL	51,916.80	54,496.00	57,241.60	60,070.40	63,128.00
160	Department Secretary	1	HOURLY	26.74	28.07	29.49	30.97	32.51
			MONTHLY	4,634.93	4,865.47	5,111.60	5,368.13	5,635.07
			ANNUAL	55,619.20	58,385.60	61,339.20	64,417.60	67,620.80
		2	HOURLY	26.10	27.41	28.77	30.21	31.72
			MONTHLY	4,524.00	4,751.07	4,986.80	5,236.40	5,498.13
			ANNUAL	54,288.00	57,012.80	59,841.60	62,836.80	65,977.60
		3	HOURLY	25.45	26.73	28.06	29.46	30.96
			MONTHLY	4,411.33	4,633.20	4,863.73	5,106.40	5,366.40
			ANNUAL	52,936.00	55,598.40	58,364.80	61,276.80	64,396.80
305	Senior Finance Assistant	1	HOURLY	28.84	30.29	31.80	33.38	35.04
			MONTHLY	4,998.93	5,250.27	5,512.00	5,785.87	6,073.60
			ANNUAL	59,987.20	63,003.20	66,144.00	69,430.40	72,883.20
		2	HOURLY	28.14	29.56	31.02	32.56	34.19
			MONTHLY	4,877.60	5,123.73	5,376.80	5,643.73	5,926.27
			ANNUAL	58,531.20	61,484.80	64,521.60	67,724.80	71,115.20
		3	HOURLY	27.45	28.82	30.26	31.78	33.35
			MONTHLY	4,758.00	4,995.47	5,245.07	5,508.53	5,780.67
			ANNUAL	57,096.00	59,945.60	62,940.80	66,102.40	69,368.00

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
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EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	29.90	31.40	32.96	34.62	36.34
175	Code Enforcement Officer		MONTHLY	5,182.67	5,442.67	5,713.07	6,000.80	6,298.93
			ANNUAL	62,192.00	65,312.00	68,556.80	72,009.60	75,587.20
		2	HOURLY	29.17	30.62	32.15	33.76	35.47
			MONTHLY	5,056.13	5,307.47	5,572.67	5,851.73	6,148.13
			ANNUAL	60,673.60	63,689.60	66,872.00	70,220.80	73,777.60
		3	HOURLY	28.45	29.89	31.37	32.94	34.60
			MONTHLY	4,931.33	5,180.93	5,437.47	5,709.60	5,997.33
			ANNUAL	59,176.00	62,171.20	65,249.60	68,515.20	71,968.00
180	Maintenance Foreman	1	HOURLY	30.16	31.67	33.25	34.90	36.66
185	Master Mechanic		MONTHLY	5,227.73	5,489.47	5,763.33	6,049.33	6,354.40
			ANNUAL	62,732.80	65,873.60	69,160.00	72,592.00	76,252.80
		2	HOURLY	29.41	30.88	32.45	34.06	35.76
			MONTHLY	5,097.73	5,352.53	5,624.67	5,903.73	6,198.40
			ANNUAL	61,172.80	64,230.40	67,496.00	70,844.80	74,380.80
		3	HOURLY	28.71	30.15	31.63	33.23	34.87
			MONTHLY	4,976.40	5,226.00	5,482.53	5,759.87	6,044.13
			ANNUAL	59,716.80	62,712.00	65,790.40	69,118.40	72,529.60
205	Lead Foreman	1	HOURLY	32.12	33.73	35.42	37.19	39.04
			MONTHLY	5,567.47	5,846.53	6,139.47	6,446.27	6,766.93
			ANNUAL	66,809.60	70,158.40	73,673.60	77,355.20	81,203.20
		2	HOURLY	31.34	32.91	34.56	36.29	38.10
			MONTHLY	5,432.27	5,704.40	5,990.40	6,290.27	6,604.00
			ANNUAL	65,187.20	68,452.80	71,884.80	75,483.20	79,248.00
		3	HOURLY	30.58	32.10	33.71	35.40	37.17
			MONTHLY	5,300.53	5,564.00	5,843.07	6,136.00	6,442.80
			ANNUAL	63,606.40	66,768.00	70,116.80	73,632.00	77,313.60
210	Accountant	1	HOURLY	34.03	35.74	37.52	39.38	41.35
			MONTHLY	5,898.53	6,194.93	6,503.47	6,825.87	7,167.33
			ANNUAL	70,782.40	74,339.20	78,041.60	81,910.40	86,008.00
		2	HOURLY	33.21	34.85	36.60	38.42	40.34
			MONTHLY	5,756.40	6,040.67	6,344.00	6,659.47	6,992.27
			ANNUAL	69,076.80	72,488.00	76,128.00	79,913.60	83,907.20
		3	HOURLY	32.40	34.01	35.69	37.49	39.36
			MONTHLY	5,616.00	5,895.07	6,186.27	6,498.27	6,822.40
			ANNUAL	67,392.00	70,740.80	74,235.20	77,979.20	81,868.80
195	Associate Planner	1	HOURLY	33.71	35.40	37.15	39.03	40.95
			MONTHLY	5,843.07	6,136.00	6,439.33	6,765.20	7,098.00
			ANNUAL	70,116.80	73,632.00	77,272.00	81,182.40	85,176.00
		2	HOURLY	33.29	34.95	36.71	38.53	40.47
			MONTHLY	5,770.27	6,058.00	6,363.07	6,678.53	7,014.80
			ANNUAL	69,243.20	72,696.00	76,356.80	80,142.40	84,177.60
		3	HOURLY	32.48	34.10	35.80	37.59	39.49
			MONTHLY	5,629.87	5,910.67	6,205.33	6,515.60	6,844.93
			ANNUAL	67,558.40	70,928.00	74,464.00	78,187.20	82,139.20

**CALIFORNIA TEAMSTERS 911
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EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	38.28	40.19	42.20	44.31	46.52
			MONTHLY	6,635.20	6,966.27	7,314.67	7,680.40	8,063.47
			ANNUAL	79,622.40	83,595.20	87,776.00	92,164.80	96,761.60
		2	HOURLY	37.34	39.21	41.17	43.22	45.40
			MONTHLY	6,472.27	6,796.40	7,136.13	7,491.47	7,869.33
			ANNUAL	77,667.20	81,556.80	85,633.60	89,897.60	94,432.00
		3	HOURLY	36.43	38.25	40.16	42.17	44.28
			MONTHLY	6,314.53	6,630.00	6,961.07	7,309.47	7,675.20
			ANNUAL	75,774.40	79,560.00	83,532.80	87,713.60	92,102.40

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022**

EXHIBIT B

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.14	19.04	20.01	20.99	22.04
			MONTHLY	3,144.27	3,300.27	3,468.40	3,638.27	3,820.27
			ANNUAL	37,731.20	39,603.20	41,620.80	43,659.20	45,843.20
		2	HOURLY	17.69	18.58	19.52	20.47	21.50
			MONTHLY	3,066.27	3,220.53	3,383.47	3,548.13	3,726.67
			ANNUAL	36,795.20	38,646.40	40,601.60	42,577.60	44,720.00
		3	HOURLY	17.26	18.13	19.03	20.00	20.98
			MONTHLY	2,991.73	3,142.53	3,298.53	3,466.67	3,636.53
			ANNUAL	35,900.80	37,710.40	39,582.40	41,600.00	43,638.40
120	Records Clerk	1	HOURLY	21.29	22.36	23.48	24.65	25.90
			MONTHLY	3,690.27	3,875.73	4,069.87	4,272.67	4,489.33
			ANNUAL	44,283.20	46,508.80	48,838.40	51,272.00	53,872.00
		2	HOURLY	20.79	21.82	22.92	24.05	25.25
			MONTHLY	3,603.60	3,782.13	3,972.80	4,168.67	4,376.67
			ANNUAL	43,243.20	45,385.60	47,673.60	50,024.00	52,520.00
		3	HOURLY	20.29	21.28	22.34	23.47	24.64
			MONTHLY	3,516.93	3,688.53	3,872.27	4,068.13	4,270.93
			ANNUAL	42,203.20	44,262.40	46,467.20	48,817.60	51,251.20
125	Maintenance Worker	1	HOURLY	22.82	23.95	25.14	26.39	27.72
			MONTHLY	3,955.47	4,151.33	4,357.60	4,574.27	4,804.80
			ANNUAL	47,465.60	49,816.00	52,291.20	54,891.20	57,657.60
		2	HOURLY	22.26	23.36	24.54	25.78	27.05
			MONTHLY	3,858.40	4,049.07	4,253.60	4,468.53	4,688.67
			ANNUAL	46,300.80	48,588.80	51,043.20	53,622.40	56,264.00
		3	HOURLY	21.73	22.80	23.94	25.13	26.38
			MONTHLY	3,766.53	3,952.00	4,149.60	4,355.87	4,572.53
			ANNUAL	45,198.40	47,424.00	49,795.20	52,270.40	54,870.40
126	Maintenance Worker 1	1	HOURLY	23.96	25.16	26.42	27.73	29.13
			MONTHLY	4,153.07	4,361.07	4,579.47	4,806.53	5,049.20
			ANNUAL	49,836.80	52,332.80	54,953.60	57,678.40	60,590.40
		2	HOURLY	23.39	24.56	25.79	27.08	28.43
			MONTHLY	4,054.27	4,257.07	4,470.27	4,693.87	4,927.87
			ANNUAL	48,651.20	51,084.80	53,643.20	56,326.40	59,134.40
		3	HOURLY	22.82	23.95	25.15	26.41	27.72
			MONTHLY	3,955.47	4,151.33	4,359.33	4,577.73	4,804.80
			ANNUAL	47,465.60	49,816.00	52,312.00	54,932.80	57,657.60
130	Secretary	1	HOURLY	24.21	25.43	26.69	28.02	29.43
			MONTHLY	4,196.40	4,407.87	4,626.27	4,856.80	5,101.20
			ANNUAL	50,356.80	52,894.40	55,515.20	58,281.60	61,214.40
		2	HOURLY	23.63	24.79	26.02	27.35	28.71
			MONTHLY	4,095.87	4,296.93	4,510.13	4,740.67	4,976.40
			ANNUAL	49,150.40	51,563.20	54,121.60	56,888.00	59,716.80
		3	HOURLY	23.04	24.20	25.42	26.66	28.01
			MONTHLY	3,993.60	4,194.67	4,406.13	4,621.07	4,855.07
			ANNUAL	47,923.20	50,336.00	52,873.60	55,452.80	58,260.80

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	25.18	26.44	27.76	29.16	30.62
136	Community Liaison Officer		MONTHLY	4,364.53	4,582.93	4,811.73	5,054.40	5,307.47
			ANNUAL	52,374.40	54,995.20	57,740.80	60,652.80	63,689.60
		2	HOURLY	24.59	25.82	27.10	28.46	29.87
			MONTHLY	4,262.27	4,475.47	4,697.33	4,933.07	5,177.47
			ANNUAL	51,147.20	53,705.60	56,368.00	59,196.80	62,129.60
		3	HOURLY	23.98	25.17	26.42	27.75	29.14
			MONTHLY	4,156.53	4,362.80	4,579.47	4,810.00	5,050.93
			ANNUAL	49,878.40	52,353.60	54,953.60	57,720.00	60,611.20
140	Senior Maintenance Worker	1	HOURLY	26.50	27.83	29.22	30.67	32.21
145	Finance Assistant		MONTHLY	4,593.33	4,823.87	5,064.80	5,316.13	5,583.07
150	Mechanic		ANNUAL	55,120.00	57,886.40	60,777.60	63,793.60	66,996.80
152	Planning Aide	2	HOURLY	25.86	27.13	28.51	29.92	31.42
			MONTHLY	4,482.40	4,702.53	4,941.73	5,186.13	5,446.13
			ANNUAL	53,788.80	56,430.40	59,300.80	62,233.60	65,353.60
		3	HOURLY	25.20	26.46	27.80	29.18	30.64
			MONTHLY	4,368.00	4,586.40	4,818.67	5,057.87	5,310.93
			ANNUAL	52,416.00	55,036.80	57,824.00	60,694.40	63,731.20
155	Recreation Coordinator	1	HOURLY	26.73	28.09	29.49	30.97	32.52
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,633.20	4,868.93	5,111.60	5,368.13	5,636.80
			ANNUAL	55,598.40	58,427.20	61,339.20	64,417.60	67,641.60
		2	HOURLY	26.09	27.41	28.76	30.21	31.71
			MONTHLY	4,522.27	4,751.07	4,985.07	5,236.40	5,496.40
			ANNUAL	54,267.20	57,012.80	59,820.80	62,836.80	65,956.80
		3	HOURLY	25.46	26.72	28.07	29.46	30.96
			MONTHLY	4,413.07	4,631.47	4,865.47	5,106.40	5,366.40
			ANNUAL	52,956.80	55,577.60	58,385.60	61,276.80	64,396.80
160	Department Secretary	1	HOURLY	27.27	28.63	30.08	31.59	33.16
			MONTHLY	4,726.80	4,962.53	5,213.87	5,475.60	5,747.73
			ANNUAL	56,721.60	59,550.40	62,566.40	65,707.20	68,972.80
		2	HOURLY	26.62	27.96	29.35	30.81	32.35
			MONTHLY	4,614.13	4,846.40	5,087.33	5,340.40	5,607.33
			ANNUAL	55,369.60	58,156.80	61,048.00	64,084.80	67,288.00
		3	HOURLY	25.96	27.26	28.62	30.05	31.58
			MONTHLY	4,499.73	4,725.07	4,960.80	5,208.67	5,473.87
			ANNUAL	53,996.80	56,700.80	59,529.60	62,504.00	65,686.40
305	Senior Finance Assistant	1	HOURLY	29.42	30.90	32.44	34.05	35.74
			MONTHLY	5,099.47	5,356.00	5,622.93	5,902.00	6,194.93
			ANNUAL	61,193.60	64,272.00	67,475.20	70,824.00	74,339.20
		2	HOURLY	28.70	30.15	31.64	33.21	34.87
			MONTHLY	4,974.67	5,226.00	5,484.27	5,756.40	6,044.13
			ANNUAL	59,696.00	62,712.00	65,811.20	69,076.80	72,529.60
		3	HOURLY	28.00	29.40	30.87	32.42	34.02
			MONTHLY	4,853.33	5,096.00	5,350.80	5,619.47	5,896.80
			ANNUAL	58,240.00	61,152.00	64,209.60	67,433.60	70,761.60

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	30.50	32.03	33.62	35.31	37.07
175	Code Enforcement Officer		MONTHLY	5,286.67	5,551.87	5,827.47	6,120.40	6,425.47
			ANNUAL	63,440.00	66,622.40	69,929.60	73,444.80	77,105.60
		2	HOURLY	29.75	31.23	32.79	34.44	36.18
			MONTHLY	5,156.67	5,413.20	5,683.60	5,969.60	6,271.20
			ANNUAL	61,880.00	64,958.40	68,203.20	71,635.20	75,254.40
		3	HOURLY	29.02	30.49	32.00	33.60	35.29
			MONTHLY	5,030.13	5,284.93	5,546.67	5,824.00	6,116.93
			ANNUAL	60,361.60	63,419.20	66,560.00	69,888.00	73,403.20
180	Maintenance Foreman	1	HOURLY	30.76	32.30	33.92	35.60	37.39
185	Master Mechanic		MONTHLY	5,331.73	5,598.67	5,879.47	6,170.67	6,480.93
			ANNUAL	63,980.80	67,184.00	70,553.60	74,048.00	77,771.20
		2	HOURLY	30.00	31.50	33.10	34.74	36.48
			MONTHLY	5,200.00	5,460.00	5,737.33	6,021.60	6,323.20
			ANNUAL	62,400.00	65,520.00	68,848.00	72,259.20	75,878.40
		3	HOURLY	29.28	30.75	32.26	33.89	35.57
			MONTHLY	5,075.20	5,330.00	5,591.73	5,874.27	6,165.47
			ANNUAL	60,902.40	63,960.00	67,100.80	70,491.20	73,985.60
205	Lead Foreman	1	HOURLY	32.76	34.40	36.13	37.93	39.82
			MONTHLY	5,678.40	5,962.67	6,262.53	6,574.53	6,902.13
			ANNUAL	68,140.80	71,552.00	75,150.40	78,894.40	82,825.60
		2	HOURLY	31.97	33.57	35.25	37.02	38.86
			MONTHLY	5,541.47	5,818.80	6,110.00	6,416.80	6,735.73
			ANNUAL	66,497.60	69,825.60	73,320.00	77,001.60	80,828.80
		3	HOURLY	31.19	32.74	34.38	36.11	37.91
			MONTHLY	5,406.27	5,674.93	5,959.20	6,259.07	6,571.07
			ANNUAL	64,875.20	68,099.20	71,510.40	75,108.80	78,852.80
210	Accountant	1	HOURLY	34.71	36.45	38.27	40.17	42.18
			MONTHLY	6,016.40	6,318.00	6,633.47	6,962.80	7,311.20
			ANNUAL	72,196.80	75,816.00	79,601.60	83,553.60	87,734.40
		2	HOURLY	33.87	35.55	37.33	39.19	41.15
			MONTHLY	5,870.80	6,162.00	6,470.53	6,792.93	7,132.67
			ANNUAL	70,449.60	73,944.00	77,646.40	81,515.20	85,592.00
		3	HOURLY	33.05	34.69	36.40	38.24	40.15
			MONTHLY	5,728.67	6,012.93	6,309.33	6,628.27	6,959.33
			ANNUAL	68,744.00	72,155.20	75,712.00	79,539.20	83,512.00
195	Associate Planner	1	HOURLY	34.38	36.11	37.89	39.81	41.77
			MONTHLY	5,959.20	6,259.07	6,567.60	6,900.40	7,240.13
			ANNUAL	71,510.40	75,108.80	78,811.20	82,804.80	86,881.60
		2	HOURLY	33.96	35.65	37.44	39.30	41.28
			MONTHLY	5,886.40	6,179.33	6,489.60	6,812.00	7,155.20
			ANNUAL	70,636.80	74,152.00	77,875.20	81,744.00	85,862.40
		3	HOURLY	33.13	34.78	36.52	38.34	40.28
			MONTHLY	5,742.53	6,028.53	6,330.13	6,645.60	6,981.87
			ANNUAL	68,910.40	72,342.40	75,961.60	79,747.20	83,782.40

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	39.05	40.99	43.04	45.20	47.45
			MONTHLY	6,768.67	7,104.93	7,460.27	7,834.67	8,224.67
			ANNUAL	81,224.00	85,259.20	89,523.20	94,016.00	98,696.00
		2	HOURLY	38.09	39.99	41.99	44.08	46.31
			MONTHLY	6,602.27	6,931.60	7,278.27	7,640.53	8,027.07
			ANNUAL	79,227.20	83,179.20	87,339.20	91,686.40	96,324.80
		3	HOURLY	37.16	39.02	40.96	43.01	45.17
			MONTHLY	6,441.07	6,763.47	7,099.73	7,455.07	7,829.47
			ANNUAL	77,292.80	81,161.60	85,196.80	89,460.80	93,953.60

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EXHIBIT C

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.50	19.42	20.41	21.41	22.48
			MONTHLY	3,206.67	3,366.13	3,537.73	3,711.07	3,896.53
			ANNUAL	38,480.00	40,393.60	42,452.80	44,532.80	46,758.40
		2	HOURLY	18.04	18.95	19.91	20.88	21.93
			MONTHLY	3,126.93	3,284.67	3,451.07	3,619.20	3,801.20
			ANNUAL	37,523.20	39,416.00	41,412.80	43,430.40	45,614.40
		3	HOURLY	17.61	18.49	19.41	20.40	21.40
			MONTHLY	3,052.40	3,204.93	3,364.40	3,536.00	3,709.33
			ANNUAL	36,628.80	38,459.20	40,372.80	42,432.00	44,512.00
120	Records Clerk	1	HOURLY	21.72	22.81	23.95	25.14	26.42
			MONTHLY	3,764.80	3,953.73	4,151.33	4,357.60	4,579.47
			ANNUAL	45,177.60	47,444.80	49,816.00	52,291.20	54,953.60
		2	HOURLY	21.21	22.26	23.38	24.53	25.76
			MONTHLY	3,676.40	3,858.40	4,052.53	4,251.87	4,465.07
			ANNUAL	44,116.80	46,300.80	48,630.40	51,022.40	53,580.80
		3	HOURLY	20.70	21.71	22.79	23.94	25.13
			MONTHLY	3,588.00	3,763.07	3,950.27	4,149.60	4,355.87
			ANNUAL	43,056.00	45,156.80	47,403.20	49,795.20	52,270.40
125	Maintenance Worker	1	HOURLY	23.28	24.43	25.64	26.92	28.27
			MONTHLY	4,035.20	4,234.53	4,444.27	4,666.13	4,900.13
			ANNUAL	48,422.40	50,814.40	53,331.20	55,993.60	58,801.60
		2	HOURLY	22.71	23.83	25.03	26.30	27.59
			MONTHLY	3,936.40	4,130.53	4,338.53	4,558.67	4,782.27
			ANNUAL	47,236.80	49,566.40	52,062.40	54,704.00	57,387.20
		3	HOURLY	22.16	23.26	24.42	25.63	26.91
			MONTHLY	3,841.07	4,031.73	4,232.80	4,442.53	4,664.40
			ANNUAL	46,092.80	48,380.80	50,793.60	53,310.40	55,972.80
126	Maintenance Worker 1	1	HOURLY	24.44	25.66	26.95	28.28	29.71
			MONTHLY	4,236.27	4,447.73	4,671.33	4,901.87	5,149.73
			ANNUAL	50,835.20	53,372.80	56,056.00	58,822.40	61,796.80
		2	HOURLY	23.86	25.05	26.31	27.62	29.00
			MONTHLY	4,135.73	4,342.00	4,560.40	4,787.47	5,026.67
			ANNUAL	49,628.80	52,104.00	54,724.80	57,449.60	60,320.00
		3	HOURLY	23.28	24.43	25.65	26.94	28.27
			MONTHLY	4,035.20	4,234.53	4,446.00	4,669.60	4,900.13
			ANNUAL	48,422.40	50,814.40	53,352.00	56,035.20	58,801.60
130	Secretary	1	HOURLY	24.69	25.94	27.22	28.58	30.02
			MONTHLY	4,279.60	4,496.27	4,718.13	4,953.87	5,203.47
			ANNUAL	51,355.20	53,955.20	56,617.60	59,446.40	62,441.60
		2	HOURLY	24.10	25.29	26.54	27.90	29.28
			MONTHLY	4,177.33	4,383.60	4,600.27	4,836.00	5,075.20
			ANNUAL	50,128.00	52,603.20	55,203.20	58,032.00	60,902.40
		3	HOURLY	23.50	24.68	25.93	27.19	28.57
			MONTHLY	4,073.33	4,277.87	4,494.53	4,712.93	4,952.13
			ANNUAL	48,880.00	51,334.40	53,934.40	56,555.20	59,425.60

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	25.68	26.97	28.32	29.74	31.23
136	Community Liaison Officer		MONTHLY	4,451.20	4,674.80	4,908.80	5,154.93	5,413.20
			ANNUAL	53,414.40	56,097.60	58,905.60	61,859.20	64,958.40
		2	HOURLY	25.08	26.34	27.64	29.03	30.47
			MONTHLY	4,347.20	4,565.60	4,790.93	5,031.87	5,281.47
			ANNUAL	52,166.40	54,787.20	57,491.20	60,382.40	63,377.60
		3	HOURLY	24.46	25.67	26.95	28.31	29.72
			MONTHLY	4,239.73	4,449.47	4,671.33	4,907.07	5,151.47
			ANNUAL	50,876.80	53,393.60	56,056.00	58,884.80	61,817.60
140	Senior Maintenance Worker	1	HOURLY	27.03	28.39	29.80	31.28	32.85
145	Finance Assistant		MONTHLY	4,685.20	4,920.93	5,165.33	5,421.87	5,694.00
150	Mechanic		ANNUAL	56,222.40	59,051.20	61,984.00	65,062.40	68,328.00
152	Planning Aide	2	HOURLY	26.38	27.67	29.08	30.52	32.05
			MONTHLY	4,572.53	4,796.13	5,040.53	5,290.13	5,555.33
			ANNUAL	54,870.40	57,553.60	60,486.40	63,481.60	66,664.00
		3	HOURLY	25.70	26.99	28.36	29.76	31.25
			MONTHLY	4,454.67	4,678.27	4,915.73	5,158.40	5,416.67
			ANNUAL	53,456.00	56,139.20	58,988.80	61,900.80	65,000.00
155	Recreation Coordinator	1	HOURLY	27.26	28.65	30.08	31.59	33.17
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,725.07	4,966.00	5,213.87	5,475.60	5,749.47
			ANNUAL	56,700.80	59,592.00	62,566.40	65,707.20	68,993.60
		2	HOURLY	26.61	27.96	29.34	30.81	32.34
			MONTHLY	4,612.40	4,846.40	5,085.60	5,340.40	5,605.60
			ANNUAL	55,348.80	58,156.80	61,027.20	64,084.80	67,267.20
		3	HOURLY	25.97	27.25	28.63	30.05	31.58
			MONTHLY	4,501.47	4,723.33	4,962.53	5,208.67	5,473.87
			ANNUAL	54,017.60	56,680.00	59,550.40	62,504.00	65,686.40
160	Department Secretary	1	HOURLY	27.82	29.20	30.68	32.22	33.82
			MONTHLY	4,822.13	5,061.33	5,317.87	5,584.80	5,862.13
			ANNUAL	57,865.60	60,736.00	63,814.40	67,017.60	70,345.60
		2	HOURLY	27.15	28.52	29.94	31.43	33.00
			MONTHLY	4,706.00	4,943.47	5,189.60	5,447.87	5,720.00
			ANNUAL	56,472.00	59,321.60	62,275.20	65,374.40	68,640.00
		3	HOURLY	26.48	27.81	29.19	30.65	32.21
			MONTHLY	4,589.87	4,820.40	5,059.60	5,312.67	5,583.07
			ANNUAL	55,078.40	57,844.80	60,715.20	63,752.00	66,996.80
305	Senior Finance Assistant	1	HOURLY	30.01	31.52	33.09	34.73	36.45
			MONTHLY	5,201.73	5,463.47	5,735.60	6,019.87	6,318.00
			ANNUAL	62,420.80	65,561.60	68,827.20	72,238.40	75,816.00
		2	HOURLY	29.27	30.75	32.27	33.87	35.57
			MONTHLY	5,073.47	5,330.00	5,593.47	5,870.80	6,165.47
			ANNUAL	60,881.60	63,960.00	67,121.60	70,449.60	73,985.60
		3	HOURLY	28.56	29.99	31.49	33.07	34.70
			MONTHLY	4,950.40	5,198.27	5,458.27	5,732.13	6,014.67
			ANNUAL	59,404.80	62,379.20	65,499.20	68,785.60	72,176.00

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023**

EXHIBIT C

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	31.11	32.67	34.29	36.02	37.81
175	Code Enforcement Officer		MONTHLY	5,392.40	5,662.80	5,943.60	6,243.47	6,553.73
			ANNUAL	64,708.80	67,953.60	71,323.20	74,921.60	78,644.80
		2	HOURLY	30.35	31.85	33.45	35.13	36.90
			MONTHLY	5,260.67	5,520.67	5,798.00	6,089.20	6,396.00
			ANNUAL	63,128.00	66,248.00	69,576.00	73,070.40	76,752.00
		3	HOURLY	29.60	31.10	32.64	34.27	36.00
			MONTHLY	5,130.67	5,390.67	5,657.60	5,940.13	6,240.00
			ANNUAL	61,568.00	64,688.00	67,891.20	71,281.60	74,880.00
180	Maintenance Foreman	1	HOURLY	31.38	32.95	34.60	36.31	38.14
185	Master Mechanic		MONTHLY	5,439.20	5,711.33	5,997.33	6,293.73	6,610.93
			ANNUAL	65,270.40	68,536.00	71,968.00	75,524.80	79,331.20
		2	HOURLY	30.60	32.13	33.76	35.43	37.21
			MONTHLY	5,304.00	5,569.20	5,851.73	6,141.20	6,449.73
			ANNUAL	63,648.00	66,830.40	70,220.80	73,694.40	77,396.80
		3	HOURLY	29.87	31.37	32.91	34.57	36.28
			MONTHLY	5,177.47	5,437.47	5,704.40	5,992.13	6,288.53
			ANNUAL	62,129.60	65,249.60	68,452.80	71,905.60	75,462.40
205	Lead Foreman	1	HOURLY	33.42	35.09	36.85	38.69	40.62
			MONTHLY	5,792.80	6,082.27	6,387.33	6,706.27	7,040.80
			ANNUAL	69,513.60	72,987.20	76,648.00	80,475.20	84,489.60
		2	HOURLY	32.61	34.24	35.96	37.76	39.64
			MONTHLY	5,652.40	5,934.93	6,233.07	6,545.07	6,870.93
			ANNUAL	67,828.80	71,219.20	74,796.80	78,540.80	82,451.20
		3	HOURLY	31.81	33.39	35.07	36.83	38.67
			MONTHLY	5,513.73	5,787.60	6,078.80	6,383.87	6,702.80
			ANNUAL	66,164.80	69,451.20	72,945.60	76,606.40	80,433.60
210	Accountant	1	HOURLY	35.40	37.18	39.04	40.97	43.02
			MONTHLY	6,136.00	6,444.53	6,766.93	7,101.47	7,456.80
			ANNUAL	73,632.00	77,334.40	81,203.20	85,217.60	89,481.60
		2	HOURLY	34.55	36.26	38.08	39.97	41.97
			MONTHLY	5,988.67	6,285.07	6,600.53	6,928.13	7,274.80
			ANNUAL	71,864.00	75,420.80	79,206.40	83,137.60	87,297.60
		3	HOURLY	33.71	35.38	37.13	39.00	40.95
			MONTHLY	5,843.07	6,132.53	6,435.87	6,760.00	7,098.00
			ANNUAL	70,116.80	73,590.40	77,230.40	81,120.00	85,176.00
195	Associate Planner	1	HOURLY	35.07	36.83	38.65	40.61	42.61
			MONTHLY	6,078.80	6,383.87	6,699.33	7,039.07	7,385.73
			ANNUAL	72,945.60	76,606.40	80,392.00	84,468.80	88,628.80
		2	HOURLY	34.64	36.36	38.19	40.09	42.11
			MONTHLY	6,004.27	6,302.40	6,619.60	6,948.93	7,299.07
			ANNUAL	72,051.20	75,628.80	79,435.20	83,387.20	87,588.80
		3	HOURLY	33.79	35.48	37.25	39.11	41.09
			MONTHLY	5,856.93	6,149.87	6,456.67	6,779.07	7,122.27
			ANNUAL	70,283.20	73,798.40	77,480.00	81,348.80	85,467.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023**

EXHIBIT C

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	39.83	41.81	43.90	46.10	48.40
			MONTHLY	6,903.87	7,247.07	7,609.33	7,990.67	8,389.33
			ANNUAL	82,846.40	86,964.80	91,312.00	95,888.00	100,672.00
		2	HOURLY	38.85	40.79	42.83	44.96	47.24
			MONTHLY	6,734.00	7,070.27	7,423.87	7,793.07	8,188.27
			ANNUAL	80,808.00	84,843.20	89,086.40	93,516.80	98,259.20
		3	HOURLY	37.90	39.80	41.78	43.87	46.07
			MONTHLY	6,569.33	6,898.67	7,241.87	7,604.13	7,985.47
			ANNUAL	78,832.00	82,784.00	86,902.40	91,249.60	95,825.60

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council
Presented By: Emeline Noda, Director of Recreation & Community Services
Subject: Event Management Services Agreement with Special Olympics Southern California

SUMMARY

This report provides general information and seeks City Council approval of a new Event Management Services Agreement with Special Olympics Southern California and waive facility use fees for third-party services to provide programs for special needs athletes in Los Alamitos.

RECOMMENDATION

Authorize the Mayor to execute the Event Management Services Agreement with Special Olympics Southern California and waive facility use fees for third-party administration services to provide programs for special needs athletes in Los Alamitos through June 1, 2024.

BACKGROUND

The City has contracted with Southern California Special Olympics since May 4, 2016 and has been pleased with the service provided. Southern California Special Olympics utilizes the Laurel Park tennis courts during the fall season to offer tennis and the Oak Gymnasium during the spring season to offer basketball.

DISCUSSION

Services provided by Southern California Special Olympics include:

1. Coordinating programs for special needs in the City of Los Alamitos.
2. Coordinating all program/event details, including but not limited to: creation of promotional materials, recruitment of coaches and athletes, and registration of coaches and athletes.
3. Supervising coaches and athletes during Special Olympics Southern California's programs/events.

Services provided by the City of Los Alamitos include:

1. Providing facilities in Los Alamitos which includes the Los Alamitos Community Center, Laurel Park, and the Oak Gymnasium.

2. Providing marketing space in the quarterly Recreation Brochure and the City's website.

If approved, the proposed Event Management Services Agreement will commence on August 1, 2022 and continue for a term of two (2) years through June 1, 2024. This is a no cost item for use of facilities with the exception of any additional staff requested.

FISCAL IMPACT

None.

Attachment: 1. Event Management Services Agreement

EVENT MANAGEMENT SERVICES AGREEMENT
(City of Los Alamitos/Special Olympics Southern California)

THIS EVENT MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 1 day of August 2022 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Special Olympics Southern California, a California Nonprofit Corporation, (“SOSC”). City and SOSC 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 sports event management organization to provide programs for special needs athletes.

C. SOSC represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage SOSC 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 SOSC

1.1 Scope of Services and Standard of Performance. SOSC shall provide those services set forth and described in the Scope of Services, attached hereto as Exhibit “A” (“Services”). SOSC shall provide the Services in compliance with all terms and conditions of this Agreement. SOSC warrants that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the sports event planning and event management industry. SOSC 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 Services. All Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2rd) the Scope of Services.

1.2 Compliance with Law. All 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. SOSC shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Services. If SOSC performs any Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, SOSC shall be solely responsible for all penalties and costs arising therefrom. SOSC 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. Except as otherwise specified in the Scope of Services, SOSC shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, SOSC warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

1.5 Non-Exclusive Agreement. SOSC acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. SOSC 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. Except as otherwise specified in the Scope of Services, attached hereto as Exhibit "A", and the Approved Fee Schedule, attached hereto as Exhibit "B", SOSC shall provide the event management services rendered pursuant to this Agreement at no cost to the City.

2.2 Method of Payment. [Reserved]

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 fees. An amendment may be entered into to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in SOSC's profession. The City Manager shall be authorized to execute such amendment(s).

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 Services to be performed by SOSC is an essential condition of this Agreement.

3.2 Schedule of Performance. SOSC shall prosecute regularly and diligently the Services according to the periods specified in the Scope of Services. When requested by SOSC, 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 Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the SOSC (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 SOSC, 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 SOSC be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, SOSC'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 commencing on the Effective Date and ending on June 1, 2024, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF SERVICES

4.1 SOSC's Representative. The following principal of SOSC is hereby designated as being the principal and representative of SOSC authorized to act on its behalf with respect to the Services and to make all decisions in connection therewith: Jeff Van Fossen. 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 SOSC and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by SOSC 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 SOSC's responsibility to ensure that the Contract Officer is kept fully informed of the progress of

the performance of the Services, and the SOSC 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, education, capability, and reputation of SOSC, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, SOSC shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Officer. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Manager.

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 SOSC a City employee. During the performance of this Agreement, SOSC and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. SOSC will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services on behalf of SOSC shall at all times be under SOSC's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of SOSC or any of its officers, employees, or agents, except as set forth in this Agreement. SOSC, 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 SOSC's officers, employees, or agents or in fixing their number, compensation, or hours of service. SOSC shall pay all wages, salaries, and other amounts due its employees in connection with the performance of 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 SOSC in its business or otherwise a joint venturer or a member of any joint enterprise with SOSC.

4.4.2 SOSC 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 SOSC, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Services. Except for professional fees paid to SOSC as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to SOSC for the performance of any Services. City shall not be liable for compensation or indemnification to SOSC, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any 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 SOSC's officers, employees, representatives, agents, or subconsultants or subcontractors, SOSC 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 SOSC or any officer, employee, representative, agent, subconsultant or subcontractor of SOSC providing any 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, SOSC 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 SOSC 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, SOSC and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any 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. SOSC 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. SOSC shall not commence any Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If SOSC's existing insurance policies do not meet the insurance requirements set forth herein, SOSC 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, SOSC shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.2 Commercial General Liability Insurance. SOSC 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. SOSC 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 SOSC 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. SOSC 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. SOSC 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. SOSC 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, SOSC shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if SOSC provides written verification to the City that SOSC 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 Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the SOSC agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. SOSC 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 SOSC 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 SOSC, 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 SOSC 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. SOSC hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and SOSC 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 SOSC’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, SOSC shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. SOSC 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, SOSC 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 SOSC may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). SOSC acknowledges and agrees that actual or alleged failure on the part of the City to inform SOSC 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. SOSC shall either: (1) include all subconsultants or subcontractors engaged in the performance of Services on behalf of SOSC as additional named insureds under the SOSC's insurance policies; or (2) SOSC 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. SOSC 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 SOSC and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 SOSC 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 SOSC 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 SOSC's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 SOSC 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 SOSC, provide the same minimum insurance coverage required of SOSC. SOSC 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. SOSC agrees that upon request, all agreements with subcontractors and others engaged in the provision of Services will be submitted to the City for review.

5.10.6 SOSC agrees to provide immediate written notice to City of any claim, demand or loss against SOSC arising out of the work or 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, SOSC shall defend (at SOSC'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 SOSC, 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.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit SOSC'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. SOSC shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. SOSC shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such 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. SOSC shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the 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 SOSC, 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 SOSC 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. SOSC may retain copies of such documents for its own use. SOSC shall have an unrestricted right to use the concepts embodied therein. SOSC 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 SOSC fails to secure such assignment, SOSC 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 SOSC, its employees, subconsultants, subcontractors and agents in the performance of 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 SOSC 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 or approval of any subsequent act of SOSC. 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 SOSC, 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, SOSC shall immediately cease all Services, except as may be specifically approved by the Contract Officer. SOSC shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

8.6 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 SOSC, 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 SOSC or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. SOSC 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. SOSC 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

10.3 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 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 seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Los Alamitos
Attention: City Manager
3191 Katella Ave.
Los Alamitos, CA 90720

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 SOSC:

Special Olympics Southern California
Attention: Lindsay Marksbury –
Sr. Manager, Sports Programs
2428 North Grand Avenue, Suite G
Santa Ana, CA 92705

10.4 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.

10.5 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:_____

Chet Simmons
City Manager

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By:_____

Michael S. Daudt
City Attorney

By:_____

Windmera Quintanar, CMC
City Clerk

“SOSC”

Special Olympics Southern California

By:_____

Jeff Van Fossen, AVP, Sports & Programs

By:_____

Janet Rose, CFO

EXHIBIT “A”

SCOPE OF SERVICES

Special Olympics Southern California will perform the following services for the City of Los Alamitos:

- Complete a no-fee “Facility Use Application” at least 30 days prior to use
- Provide a detailed outline of program plan to City for approval including but not limited to: event timeline, flyers, number of athletes and volunteers in each event, practice times, and location and dates of practices/games played outside City boundaries
- Follow all rules and regulations detailed in the “Facility Use Policy and Procedures – Rules and Guidelines” document
- Obtain City approval of venue signage, flyers, banners and any other marketing materials no less than two weeks prior to materials being produced
- Conduct on-site walkthrough with City staff at all venues at least two weeks prior to the start of the event. Requests to use equipment, supplies or other assistance from the City must be approved at least two weeks in advance and may be subject to a fee
- Utilize venues and amenities provided by the City only for the event during the agreed upon date(s) and time(s)
- Coordinate all event details, including but not limited to: creation of promotional materials, recruitment of coaches and athletes, officials, awards, set-up, food services, registrations, check-in, and clean-up
- Secure, schedule, and pay for any and all game officials and staff
- Supervise all events and venues to ensure sites remain safe, clean, and sanitary at all times
- Leave all facilities in their original condition, remove all property brought on by Special Olympics Southern California, and place trash in proper receptacles

The City of Los Alamitos will perform the following services:

- Provide amenities in the City of Los Alamitos which include the Los Alamitos Community Center, Laurel Park, Little Cottonwood Park, and Oak Gymnasium. Such amenities will be considered gifts to the City and the City will execute acknowledgments of such gifts in accordance with Corporation's requirements.
- Provide limited marketing space in the quarterly Recreation and Community Services Department Activities Guide promoting Special Olympics Southern California programs held in Los Alamitos
- Provide space on the City’s website promoting Special Olympics Southern California programs held in Los Alamitos
- Send out an email blast a minimum of twice a year to promote Special Olympics Southern California programs held in Los Alamitos
- Provide one staff member during use of the Community Center and Oak Gymnasium

EXHIBIT “B”

APPROVED FEE SCHEDULE

- Facility permit fees for the use of Los Alamitos Community Center, Laurel Park, Little Cottonwood Park, and Oak Gymnasium shall be waived
- Any additional staff requested by Special Olympics Southern California will be charged \$16.00 per hour per staff with a minimum of two hours. Additional staffing must be asked for a minimum of two weeks prior to the requested date(s)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Briggeman Drive Street Improvement Project (CIP 22/23-03)

SUMMARY

This report recommends actions to begin facilitating the construction for the Briggeman Drive Street Improvement Project - CIP 22/23-03. The City of Los Alamitos proposes to widen the eastern portion of Briggeman Drive from Reagan Street to 300 feet in the westerly direction of the intersection. The widening will be 5-foot curb-to-curb in the eastbound lane.

RECOMMENDATION

1. Approve the plans and specifications for the construction of the Briggeman Drive Street Improvements Project (CIP 22/23-03); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

During the construction of the Fairfield Inn Hotel, located at 10650 Los Alamitos Boulevard, Briggemen Drive was widened to facilitate large semi-axle trucks turning movements onto the property at 3551 Sausalito Street and to provide additional street parking. The proposed Capital Improvement Project 22/23-03 will extend the widening of Briggeman Drive to Reagan Street.

DISCUSSION

The Briggeman Street Widening project will join the previous street widening done by the developers of the Fairfield Inn Hotel (see image below). CIP 22/23-03 will also include construction of a curb ramp that will adhere to current ADA standards. Briggeman Drive will remain one-lane in each direction with the new widening mirroring the curb alignment of adjacent Sausalito Street, located west of Los Alamitos Boulevard.



CIP 22/23-03, Briggeman Drive Street Improvement Project, is intended to solicit proposals from qualified firms to complete this construction project. The following is an approximate timeline for completion:

07/18/2022	Approval of plans & specifications by the City Council
07/20/2022	Advertise project
08/16/2022	Bid opening
09/19/2022	Award of Contract (City Council Meeting)
10/19/2022	Start of construction
12/16/2022	End of construction

FISCAL IMPACT

The total budget for this project is \$160,000 and is included in the 2022-2023 adopted budget. The property owner at 10651 Reagan Street paid a fee to the City in the amount of \$148,955 in 2007 as a condition of approval for Parcel Map TPM05-04 to complete these future offsite improvements and road widening. The remaining balance will be from Fund 44 - Street Improvement Fund.

- Attachment:
1. CIP 22/23-03 Briggeman Drive Street Improvement - Bid and Spec
 2. CIP 22/23-03 Briggeman Drive Street Improvement - Plans

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JULY 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 16th day of August, 2022

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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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CIP 22/23-03
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SECTION A

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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 16th day of August 2022. The bids will be publicly opened and read at 11:00 a.m. on the 16th day of August 2022, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to remove existing pavement, curb, gutter, and sidewalk and construct asphalt concrete pavement, curb ramps, sidewalk, curb, gutter, and driveway in front of 3626 Briggeman Drive. 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 BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03**

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.

Bids submitted prior to bid opening shall be per appointment only. Contact Maria Enciso by email, MEnciso@cityoflosalamitos.org, to schedule an appointment.

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) 431-3538 extension 110

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

SECTION B

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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)-431-3538, ext. 110

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

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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)

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE

BRIGGEMAN DRIVE STREET IMPROVEMENTS					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Unclassified Excavation (Parkway Excavation)	150	CY	\$	\$
4	Remove and Construct Curb & Gutter Per SPPWC Std Plan No 120-2	255	LF	\$	\$
5	Construct 4-Inch Thick PCC Sidewalk Per SPPWC Std Plan No 112-2	180	SF	\$	\$
6	Remove and Construct Driveway (MOD) Per SPPWC Std Plan No 110-2	400	SF	\$	\$
7	Remove and Construct Curb Ramp Per SPPWC Std No 111-5	1	EA	\$	\$
8	Remove and Construct Longitudinal Gutter Per SPPWC Std No 122-2	10	LF	\$	\$
9	Construct 12-Inch Thick Full-Depth AC Over 8" Thick 95% Relatively Compacted Subgrade	150	TN	\$	\$
10	Furnish and Install Detectable Warning Surface	3	EA	\$	\$
11	Remove and Construct Curb Drain Per SPPWC Std Plan No 150-3	2	EA	\$	\$
12	Relocate traffic signs	2	EA	\$	\$
13	Traffic Striping	1	LS	\$	\$
Subtotal					

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

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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 _____, 2021.

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 _____, 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03**

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

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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)

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

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

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

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS BRIGGEMAN DRIVE STREET IMPROVEMENTS, CIP 22/23-03 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*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 BRIGGEMAN DRIVE STREET IMPROVEMENTS, CIP 22/23-03, 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
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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: BRIGGEMAN DRIVE STREET IMPROVEMENTS, CIP 22/23-03 CONTRACT 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
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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 7 Responsibility of the Contractor, Paragraph 7-3 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

**BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
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 LIABILITY 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

BRIGGEMAN DRIVE STREET IMPROVEMENTS CIP 22/23-03 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
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 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 6-7 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
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

Delete the third paragraph and replace 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 paragraphs and subsections to Section 2-1:

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 remove existing pavement, curb, gutter, and sidewalk and construct asphalt concrete pavement, curb ramps, sidewalk, curb, gutter, and driveway in front of 3626 Briggeman Drive. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Delete the first paragraph and replace 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

Delete the first paragraph and replace 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.

The following subsection is added to Subsection 3-13 of the SSPWC.

3-13.4 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

Delete the third and fourth sentences of the first paragraph and replace 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

Delete the third sentence of the second paragraph and replace 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.

5-4.2 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:VII." 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.

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

Delete the last sentence of first paragraph and replace it 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 6-9.1. 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 5-5.

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 5-5. 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 considered as included in the cost for mobilization.

Payment for **Mobilization and Demobilization** shall be included in the **Lump Sum (LS)** Price basis 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. 80% of the bid price for Mobilization and Demobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

**STANDARD SPECIFICATIONS
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 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
BRIGGEMAN DRIVE STREET IMPROVEMENTS
CIP 22/23-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. 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.

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. 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.

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Asphalt concrete material used for full depth asphalt concrete shall be Class and Grade B-PG 64-10. Asphalt concrete material for wearing surface shall be Class and Grade C2-PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

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.

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

Add the following to Subsection 300-1:

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) Removal of abandoned SCE conduit, including existing riser stub and underground conduit in conflict with proposed improvements.
- (6) Delay in work necessary to accommodate utility relocations by others.
- (7) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
- (8) 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.

Subsection 300-1.2 Root Pruning and Tree Trimming is amended by adding thereto the following paragraphs:

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.

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.

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

Payment for excavation required for remove and construct items of work shall be considered as included in the payment for items requiring the work.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for **unclassified excavation** shall be paid at the contract price per **cubic yard (CY)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for unclassified excavation and no additional compensation will be made therefor.

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.

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

Subsections 302-5.1 General is hereby amended thereto by adding the following paragraphs:

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

302-5.4 Tack Coat.

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.

302-5.9 Measurement and Payment.

Add the following:

Compensation to provide all of the equipment to the site and operated as specified shall be considered included in the bid item price for AC material.

Payment for **Construct 12-Inch Thick Full-Depth AC Over 8-inch Thick 95% Relatively Compacted Subgrade** 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.

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. 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 3' 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.

303-5.9 Measurement and Payment. Add:

Payment for **Remove and Construct Curb and Gutter per SPPWC Std Plan 120-2** 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, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

Payment for **Construct 4-inch Thick PCC Sidewalk per SPPWC Std Plan 112-2** 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, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 112-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Driveway (MOD) Per SPPWC Std Plan No 110-2 per SPPWC Std Plan 110-2** 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, and incidentals, for the removal and construction of driveway per SPPWC Std Plan 110-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Ramp per SPPWC Std Plan 111-5**, case and type per plan, 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, saw cutting, hauling, disposing, curb, gutter, and incidentals for the removal of existing surface and construction of curb ramps per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

Payment for **Remove and Construct Longitudinal Gutter per SPPWC Std Plan 122-2** 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, and incidentals, for the removal of existing and construction of longitudinal gutter per SPPWC Std Plan 122-2 and no additional compensation will be made therefor.

Payment for **Furnish and Install Detectable Warning Surface** 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 installing detectable warning surfaces as shown on the plans and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Drain per SPPWC Std Plan No 150-3** 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 removing and constructing curb drain 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

Delete the last sentence of the first paragraph and replace 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

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 Subsection 401-3.1 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 Subsection 401-3.2 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 third 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.

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, date, 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 **Implementation of 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, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

APPENDIX

Standard Plans



CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

BRIGGEMAN DRIVE STREET IMPROVEMENT
CIP 22/23-03

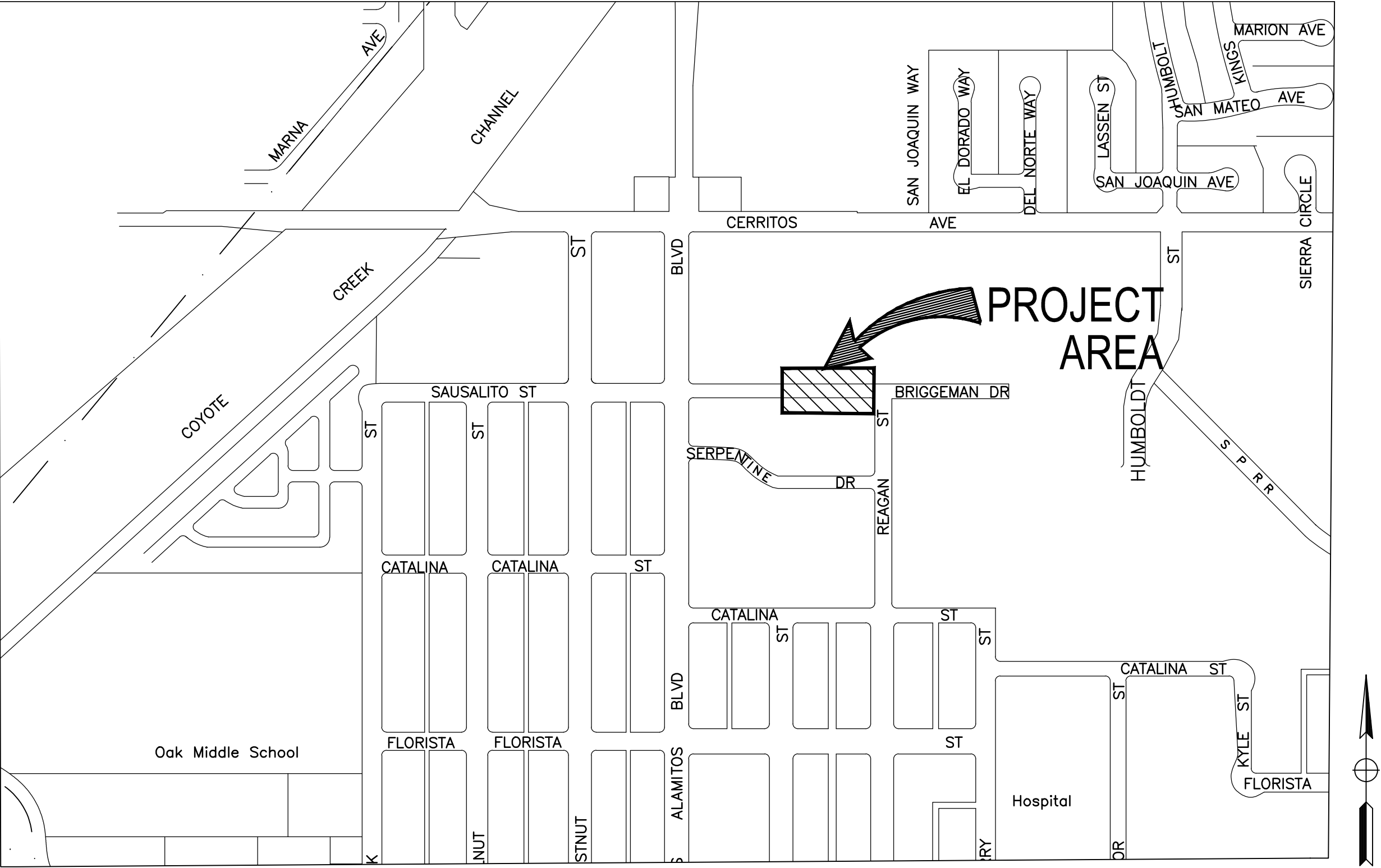
UTILITY CONTACTS:

CENCO 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 CO. (714) 535-8010
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719

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

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	TYPICAL SECTION AND DETAILS
3	STREET IMPROVEMENT PLAN
4	SIGNING AND STRIPING PLAN



VICINITY MAP

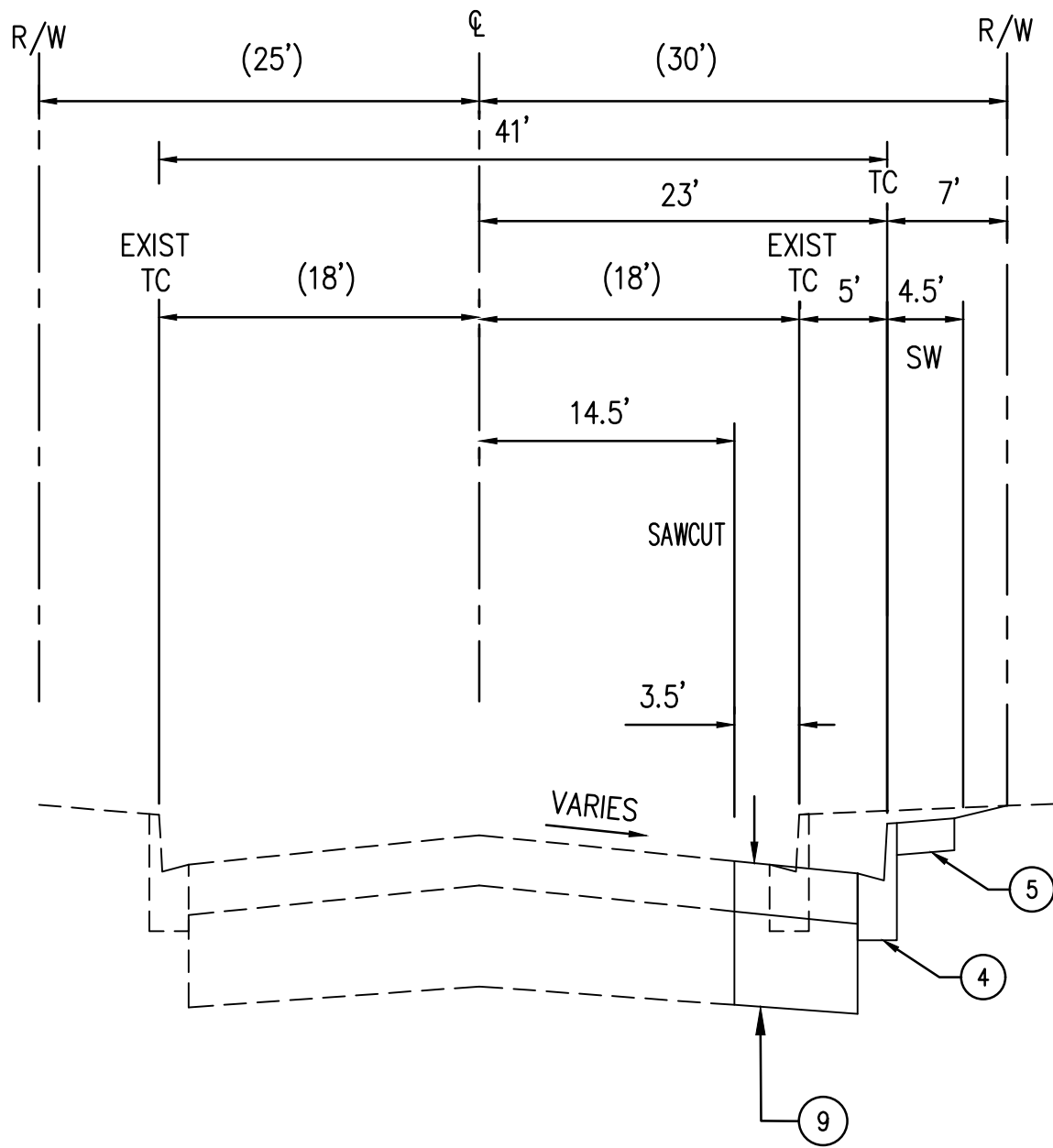
SCALE : N.T.S.

GENERAL NOTES:

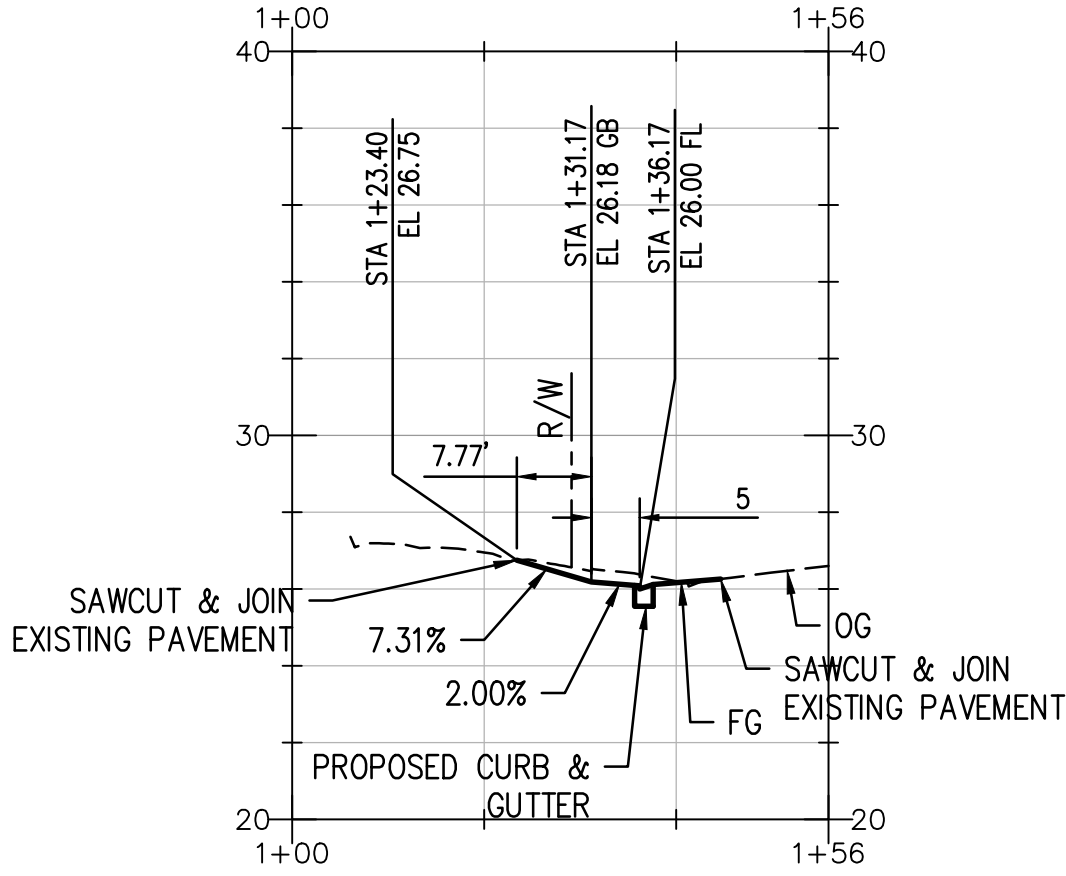
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND APWA STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY 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.

 Know what's below. Call before you dig.	REVISIONS			REFERENCES			 2401 East Katella Ave., Suite 400, Anaheim, California 92805 714.979-6200 Fax 714.979-6399	DATE	CITY OF LOS ALAMITOS PUBLIC SERVICES DEPARTMENT BRIGGEMAN DRIVE STREET IMPROVEMENTS TITLE SHEET	SHEET 1 OF 4
	NUMBER	DATE	INITIALS	APPV'D	DRAWN BY			B.REYES, S.McCRACKEN		
					CHECKED BY			T.PETER		
					DESIGNED BY			B.REYES		
					APPROVED					
					City Engineer			Date		

6/29/22
FINAL SUBMITTAL

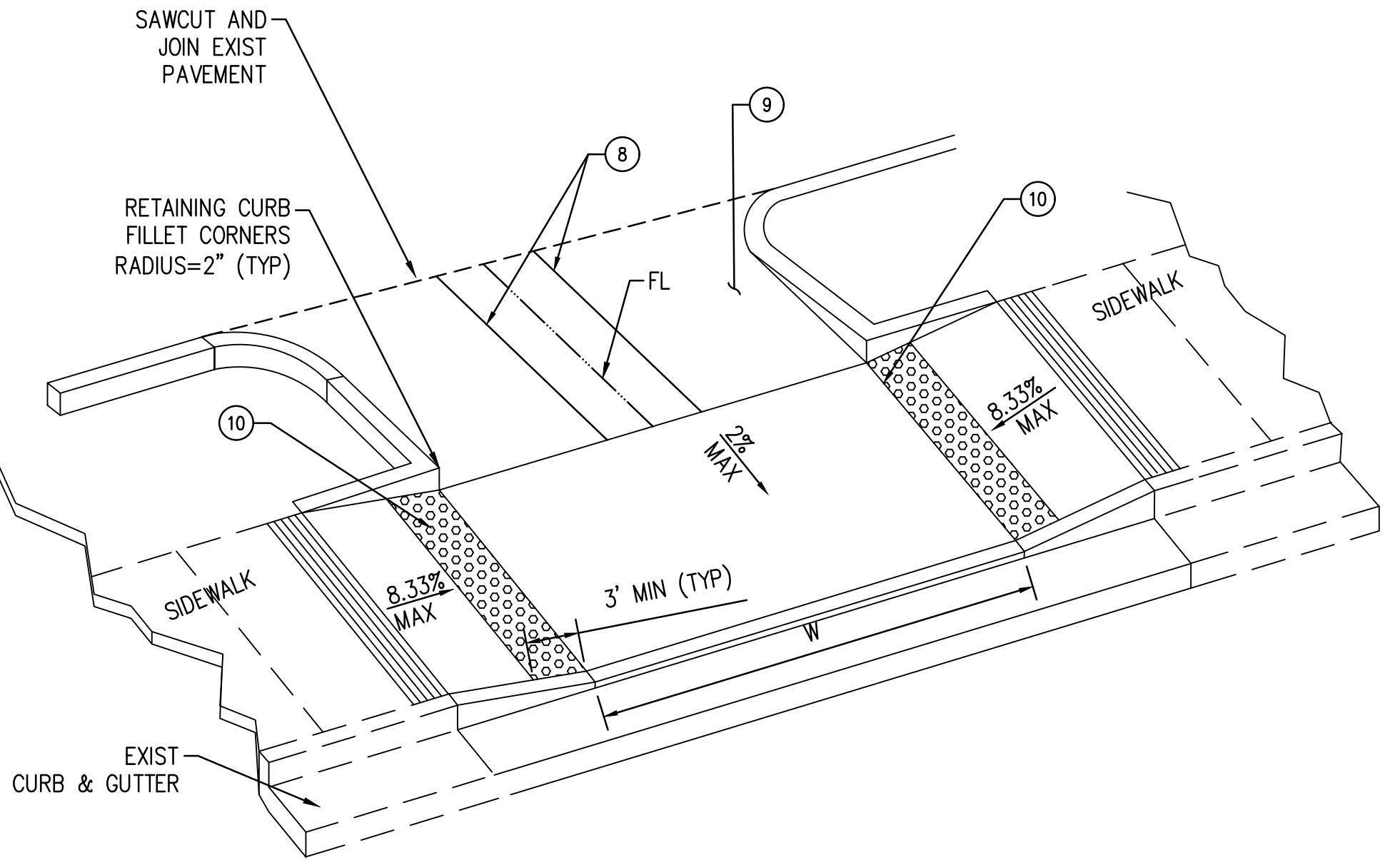


**TYPICAL SECTION
BRIGGEMAN AVENUE**
N.T.S.



**SECTION A-A
DRIVEWAY**
N.T.S.

- STREET CONSTRUCTION NOTES**
- ④ REMOVE AND CONSTRUCT 6" (VARIABLE HEIGHT) CURB AND GUTTER SPPWC STD PLAN NO 120-2, TC ELEVATION TO MATCH EXISTING SID
 - ⑤ REMOVE AND CONSTRUCT 4" THICK PCC SIDEWALK PER SPPWC STD PLAN NO 112-2
 - ⑥ REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY (MOD) PER SPPWC STD PLAN NO 110-2 AND PER DETAIL A ON SHEET 2
 - ⑧ REMOVE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STD PLAN 122-2
 - ⑨ CONSTRUCT 12" THICK FULL-DEPTH AC OVER 8" THICK 95% RELATIVELY COMPACTED SUBGRADE
 - ⑩ FURNISH AND INSTALL DETECTABLE WARNING SURFACE (TRUNCATED DOMES) PER SPPWC STD PLAN NO 111-5



COMBINED COMMERCIAL DRIVEWAY DETAIL "A"



NUMBER	DATE	INITIALS

REVISIONS

REFERENCES

APPV'D



DRAWN BY B.REYES, S.McCRACKEN
CHECKED BY T.PETER
DESIGNED BY B.REYES

APPROVED
City Engineer

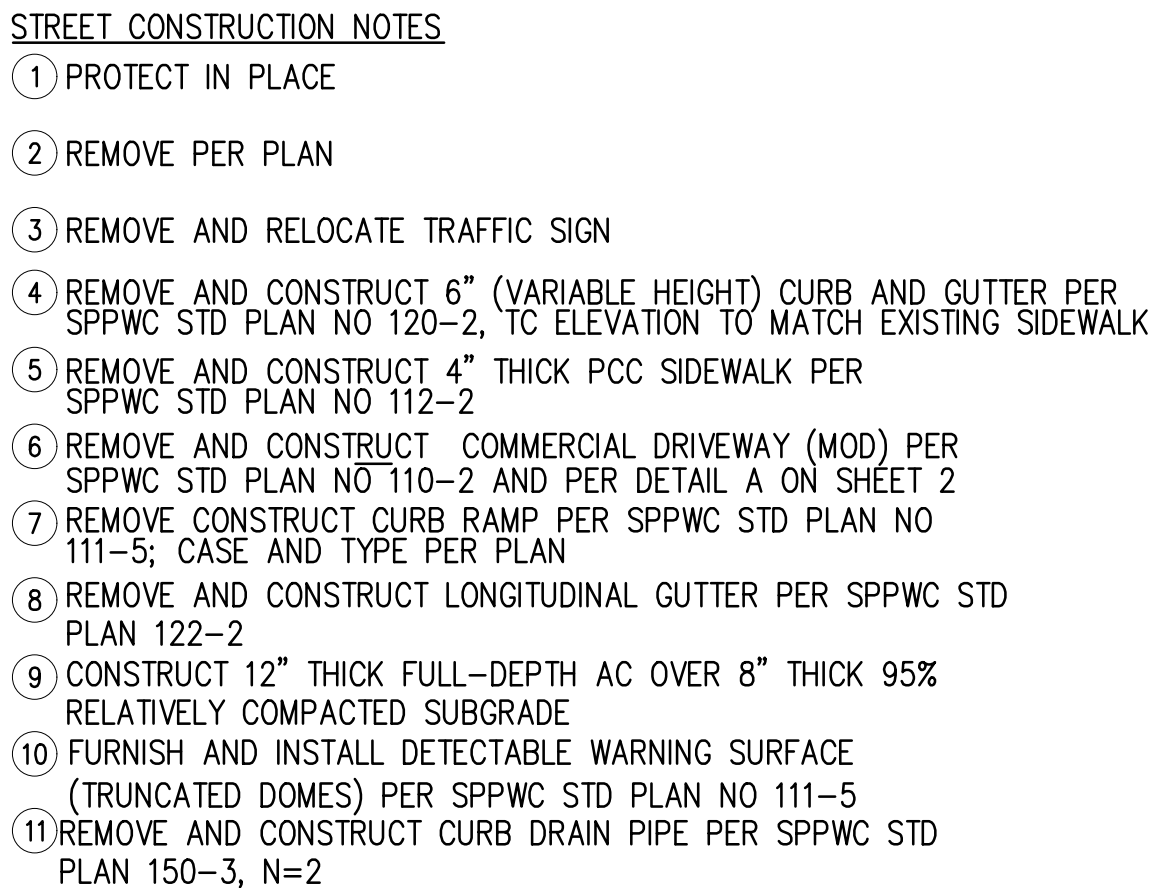
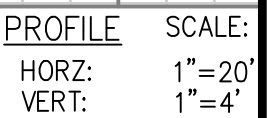
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Date

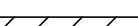
CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

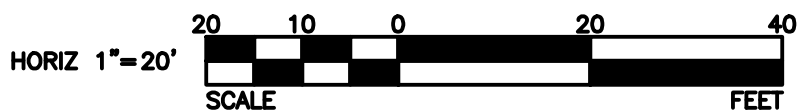
BRIGGEMAN DRIVE STREET IMPROVEMENTS
TYPICAL SECTION AND DETAILS

SHEET 2 OF 4

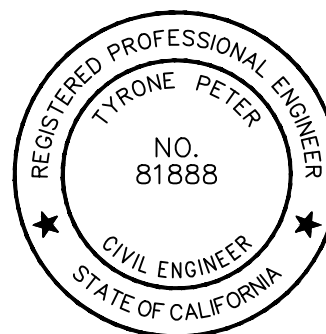


LEGEND

	REMOVE AND RECONSTRUCT AC PAVEMENT
	PROPOSED AC PAVEMENT WIDENING
	SIDEWALK IMPROVEMENTS



			REVISIONS	REFERENCES
NUMBER	DATE	INITIALS		APPV'D



WILLDAN
Engineering
2401 East Katella Ave. Suite 450 Anaheim, California 92806

DRAWN BY	B.REYES, S.McCRAKEN
CHECKED BY	T.PETER
DESIGNED BY	B.REYES

APPROVED _____
City Engineer

DATE

Date

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

BRIGGEMAN DRIVE STREET IMPROVEMENTS

SHEET 3 OF 4

Know what's **below**.
Call before you dig

SIGNING AND STRIPING GENERAL NOTES

1. SIGNING AND STRIPING 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.
2. REMOVE ALL EXISTING STRIPING PRIOR TO INSTALLING NEW.
3. REMOVAL OF ALL STRIPING AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
4. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
5. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
6. NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
7. ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
8. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

- 1

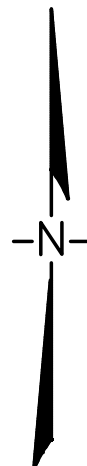
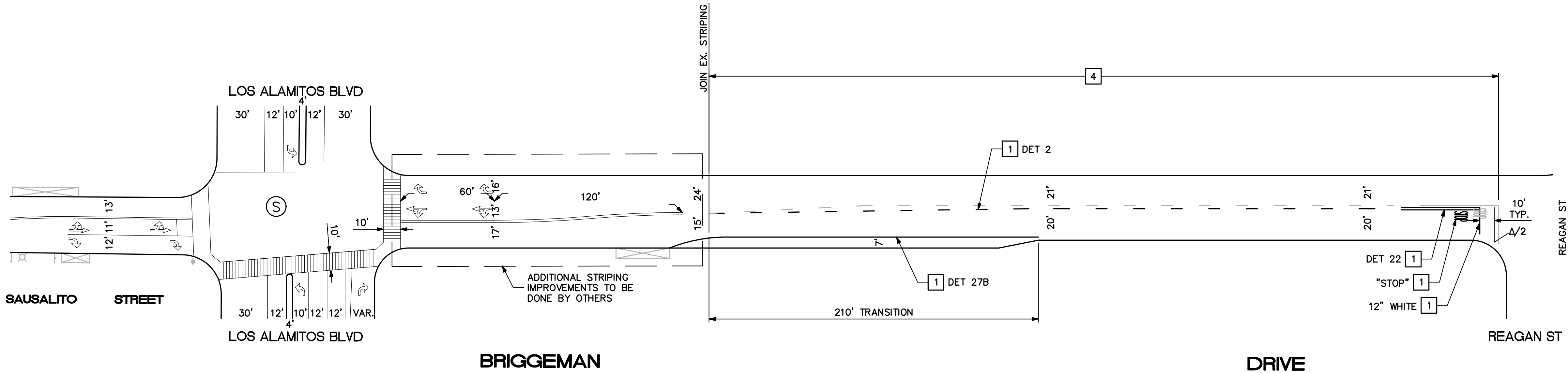
INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 4

REMOVE CONFLICTING STRIPING.

LEGEND

- S

SIGNALIZED INTERSECTION



SCALE: 1"=40'



REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		
				APPV'D

REFERENCES			



WILLDAN Engineering		DATE
DRAWN BY	BC, MO	7/6/2022
CHECKED BY	FI	7/6/2022
DESIGNED BY	BC, MO	7/6/2022
APPROVED		Date
CITY ENGINEER		

CITY OF LOS ALAMITOS	
SIGNING & STRIPING PLAN	
BRIGGEMAN DR LOS ALAMITOS BLVD TO REAGAN ST	

SHEET 4 OF 4

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 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 2022/2023

SUMMARY

This item is a follow-up to the June 13, 2022 staff report entitled, Measure M2 Seven Year Capital Improvement Program 2022/2023. The Orange County Transportation Authority (OCTA) is requiring the City Council to accept and approve additional findings regarding the online reporting tool. This action will allow the City to remain eligible to receive Measure M2 sales tax revenue funds.

RECOMMENDATION

1. Approve the Orange County Transportation Authority Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 printout from OC Fundtracker to comply with Measure M2 eligibility criteria; and,
2. Authorize Staff to submit the approved OCTA Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022/23 through 2028/29 printout.

BACKGROUND

For the City to maintain eligibility to receive Measure M2 sales tax revenue, it is a requirement to submit annual documentation on our transportation related programs to OCTA. This is a Measure M2 Ordinance requirement, administered by OCTA, and it requires an expanded submittal of the City's programs and projects effecting 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. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program Summary from the OCTA online reporting tool, OC Fundtracker (Attachment 1). This summary output is a list of the City's 7-year transportation related CIP projects as approved by City Council in the last 06/13/2022 staff report. This document is updated every year in order to allow for changes based on City Council priorities. The CIP emphasizes projects that improve circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

Update: Upon City Council adoption of the June 13, 2022 staff report entitled, Measure M2 Seven Year Capital Improvement Program 2022/2023, City staff have uploaded the City's 7-year CIP information to the OCTA online reporting tool, OC Fundtracker. The attachment in this report is a summary output of the uploaded information.

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. OCTA CIP Listing

Orange County Transportation Authority

FY 2022/23 - FY 2028/29 Capital Improvement Program

TIP ID		CP-10881		IMPLEMENTING AGENCY					Los Alamitos, City of		
Local Project Number:		Project Title									
Additional Project IDs:		ADA Ramps									
Type of Work:		Pedestrian		Project Description							
Type of Work Description:		Pedestrian - Reconstruction or rehabilitation of sidewalk		Put in new ADA ramps where they are missing and replace sidewalks to fix trip hazards							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Throughout City		2023	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750		
Project Notes		2024	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522		
		2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318		
		2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138		
		2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982		
		2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851		
				Totals:	\$0	\$0	\$150,000	\$0	\$150,000	\$166,561	
Last Revised: 22-00 - Submitted											
										Total Programmed:	\$150,000

TIP ID		CP-11780							IMPLEMENTING AGENCY		Los Alamitos, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Active Transportation Plan (ATP) Projects										
Type of Work: Bikeways		Project Description										
Type of Work Description: Bikeways - Reconstruction/rehabilitation of existing bike route		Active Transportation projects generated from City's adopted ATP										
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED				
citywide	2024	Unfunded/Unknown	\$32,922	\$0	\$296,298	\$0	\$329,220	\$347,265				
Project Notes Active Transportation projects related to various city streets such as the following: Katella Ave, Bloomfield Ave, Cerritos Ave, Los Alamitos Blvd, Howard Ave, Green Ave, Ball Rd, Farquhar Ave, Oak St, Walnut St, Lexington Dr, Reagan St, Pine St, Florista St, Sausalito St, Carbon Creek Channel, Antietam Ave	2025	Unfunded/Unknown	\$186,559	\$0	\$1,679,029	\$0	\$1,865,588	\$2,021,279				
	2026	Unfunded/Unknown	\$44,898	\$0	\$404,081	\$0	\$448,979	\$499,695				
	2027	Unfunded/Unknown	\$255,322	\$0	\$2,297,896	\$0	\$2,553,218	\$2,919,213				
	2028	Unfunded/Unknown	\$67,514	\$0	\$607,623	\$0	\$675,137	\$793,048				
	2029	Unfunded/Unknown	\$382,578	\$0	\$3,443,195	\$0	\$3,825,773	\$4,617,274				
			Totals:	\$969,793	\$0	\$8,728,122	\$0	\$9,697,915	\$11,197,774			
Last Revised: 22-00 - Submitted											Total Programmed: \$9,697,915	

TIP ID		CP-10892		IMPLEMENTING AGENCY						Los Alamitos, City of																																																																									
Local Project Number: N/A				Project Title																																																																															
Additional Project IDs:				Arterial and Residential Tree Program																																																																															
Type of Work: Aesthetics				Project Description																																																																															
Type of Work Description: Aesthetics - Landscaping of roadway				Tree trimming on residential and arterial street throughout the city																																																																															
Limits				<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2023</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$66,950</td></tr><tr><td>2024</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$68,958</td></tr><tr><td>2025</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$71,027</td></tr><tr><td>2026</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$73,158</td></tr><tr><td>2027</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$75,353</td></tr><tr><td>2028</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$77,613</td></tr><tr><td>2029</td><td>Measure M2 Local Fairshare</td><td>\$0</td><td>\$0</td><td>\$65,000</td><td>\$0</td><td>\$65,000</td><td>\$79,942</td></tr><tr><td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$455,000</td><td>\$0</td><td>\$455,000</td><td>\$513,001</td></tr></tbody></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2023	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$66,950	2024	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$68,958	2025	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$71,027	2026	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$73,158	2027	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$75,353	2028	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$77,613	2029	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$79,942	Totals:		\$0	\$0	\$455,000	\$0	\$455,000	\$513,001
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																																																												
2023	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$66,950																																																																												
2024	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$68,958																																																																												
2025	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$71,027																																																																												
2026	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$73,158																																																																												
2027	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$75,353																																																																												
2028	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$77,613																																																																												
2029	Measure M2 Local Fairshare	\$0	\$0	\$65,000	\$0	\$65,000	\$79,942																																																																												
Totals:		\$0	\$0	\$455,000	\$0	\$455,000	\$513,001																																																																												
Project Notes																																																																																			
Last Revised: 22-00 - Submitted				Total Programmed: \$455,000																																																																															

TIP ID		CP-10893		IMPLEMENTING AGENCY						Los Alamitos, City of											
Local Project Number: N/A				Project Title																	
Additional Project IDs:				Bloomfield Ave Street Project																	
Type of Work: Road Maintenance				Project Description																	
Type of Work Description: Road Maintenance - Slurry seal of roadway				Street Rehabilitation																	
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Florista to Katella Ave				2023		Other		\$0		\$0		\$200,000		\$0		\$200,000		\$206,000			
Project Notes				2023		Unfunded/Unknown		\$130,000		\$0		\$0		\$0		\$130,000		\$130,000			
								Totals:		\$130,000		\$0		\$200,000		\$0		\$330,000		\$336,000	
Last Revised: 22-00 - Submitted				Total Programmed: \$330,000																	

TIP ID		CP-11794		IMPLEMENTING AGENCY						Los Alamitos, City of		
Local Project Number:		Project Title										
Additional Project IDs:		Bus Stop Cuts - Katella from 605 to Los Al Blvd.										
Type of Work:		Bus Stops		Project Description								
Type of Work Description:		Bus Stops - Installation of ramps and benches/shelters		repair bus stops								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED			
Katella from 605 to Los Al Blvd.		2027	Unfunded/Unknown	\$25,000	\$0	\$0	\$0	\$25,000	\$25,000			
Project Notes		2028	Unfunded/Unknown	\$0	\$0	\$325,000	\$0	\$325,000	\$388,067			
					Totals:	\$25,000	\$0	\$325,000	\$0	\$350,000	\$413,067	
Last Revised: 22-00 - Submitted											Total Programmed: \$350,000	

TIP ID		CP-11783		IMPLEMENTING AGENCY							Los Alamitos, City of	
Local Project Number:				Project Title								
Additional Project IDs:				Cerritos Avenue Roadway Improvements								
Type of Work: Road Maintenance				Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway				Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.								
Limits				<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
citywide				2027	Unfunded/Unknown	\$73,511	\$0	\$661,597	\$0	\$735,108	\$840,483	
Project Notes				2029	Unfunded/Unknown	\$73,511	\$0	\$661,597	\$0	\$735,108	\$887,192	
				<u>Totals:</u>	\$147,022	\$0	\$1,323,194	\$0	\$1,470,216	\$1,727,675		
Last Revised: 22-00 - Submitted												
Total Programmed: \$1,470,216												

TIP ID		CP-10898		IMPLEMENTING AGENCY							Los Alamitos, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				Concrete Repair ADA								
Type of Work: Pedestrian				Project Description								
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk				City wide sidewalk assessment, removal and replacement of lifted and or broken sidewalks, curbs and gutters.								
Limits				FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
City wide				2023	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750	
Project Notes				2024	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522	
				2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318	
				2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138	
				2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982	
				2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851	
						Totals:	\$0	\$0	\$150,000	\$0	\$150,000	\$166,561
Last Revised: 22-00 - Submitted												Total Programmed: \$150,000

TIP ID CP-11790		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Curb Painting								
Type of Work: Aesthetics		Project Description								
Type of Work Description: Aesthetics - Hardscape, lighting treatment, or community identity/monumentation improvements		paint addresses and red curb								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
citywide		2025	Unfunded/Unknown	\$0	\$0	\$30,000	\$0	\$30,000	\$32,782	
Project Notes		2028	Unfunded/Unknown	\$0	\$0	\$30,000	\$0	\$30,000	\$35,822	
				Totals:	\$0	\$0	\$60,000	\$0	\$60,000	\$68,604
Last Revised: 22-00 - Submitted										
Total Programmed: \$60,000										

TIP ID		CP-11791							IMPLEMENTING AGENCY		Los Alamitos, City of								
Local Project Number:		Project Title																	
Additional Project IDs:		Highland Wall - Los Alamitos Boulevard																	
Type of Work:		Safety		Project Description															
Type of Work Description:		Safety - Other		raise height of existing brick wall.															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Los Alamitos Boulevard (east side) - from Rossmoor Center Wy to Orangewood Ave		2028		Unfunded/Unknown		\$30,000		\$0		\$0		\$0		\$30,000		\$30,000			
		2029		Unfunded/Unknown		\$0		\$0		\$970,000		\$0		\$970,000		\$1,192,978			
Project Notes																			
						Totals:		\$30,000		\$0		\$970,000		\$0		\$1,000,000		\$1,222,978	
Last Revised: 22-00 - Submitted		Total Programmed: \$1,000,000																	

TIP ID CP-11786		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Los Alamitos Boulevard Roadway Improvements							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
citywide		2028	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0
Project Notes									
Cost TBD. Budget not shown in Council adopted CIP.									
					Totals:	\$0	\$0	\$0	\$0
Last Revised: 22-00 - Submitted									Total Programmed: \$0

TIP ID CP-11792		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Median Project - Katella Ave.							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Install curb median		improve median							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
various locations		2026	Unfunded/Unknown	\$0	\$0	\$35,000	\$0	\$35,000	\$39,393
Project Notes									
					Totals:	\$0	\$0	\$35,000	\$39,393
Last Revised: 22-00 - Submitted									Total Programmed: \$35,000

TIP ID CP-11793		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Median Project - Los Alamitos Blvd. (Katella to Farquhar)							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Other		median improvements							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Los Alamitos Blvd. (Katella to Farquhar)		2026	Unfunded/Unknown	\$0	\$0	\$15,000	\$0	\$15,000	\$16,883
Project Notes									
					Totals:	\$0	\$0	\$15,000	\$16,883
Last Revised: 22-00 - Submitted									Total Programmed: \$15,000

TIP ID		CP-10934		IMPLEMENTING AGENCY						Los Alamitos, City of													
Local Project Number: N/A				Project Title																			
Additional Project IDs:				Pavement Management Plan																			
Type of Work: Road Maintenance				Project Description																			
Type of Work Description: Road Maintenance - Studies or PMP updates				Pavement Management Plan																			
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED					
City wide				2023		Measure M2 Local Fairshare		\$25,000		\$0		\$0		\$0		\$25,000		\$25,000					
Project Notes				2025		Measure M2 Local Fairshare		\$30,000		\$0		\$0		\$0		\$30,000		\$30,000					
				2027		Measure M2 Local Fairshare		\$30,000		\$0		\$0		\$0		\$30,000		\$30,000					
								Totals:		\$85,000		\$0		\$0		\$0		\$85,000		\$85,000			
Last Revised: 22-00 - Submitted																						Total Programmed: \$85,000	

TIP ID		CP-11788		IMPLEMENTING AGENCY						Los Alamitos, City of															
Local Project Number:		Project Title																							
Additional Project IDs:		Relocate Signal Light at Katella & Reagan																							
Type of Work:		Traffic Signals		Project Description																					
Type of Work Description:		Traffic Signals - Replace and upgrade traffic signals and equipment		move existing signal poles to accommodate pedestrian traffic																					
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED									
Katella & Raegan		2024		Unfunded/Unknown		\$12,500		\$0		\$112,500		\$0		\$125,000		\$131,851									
Project Notes												Totals:		\$12,500		\$0		\$112,500		\$0		\$125,000		\$131,851	
Last Revised: 22-00 - Submitted														Total Programmed: \$125,000											

TIP ID		CP-11787		IMPLEMENTING AGENCY						Los Alamitos, City of									
Local Project Number:		Project Title																	
Additional Project IDs:		Relocate Signal Lights at Los Al Blvd/Rossmoor and Bradbury																	
Type of Work:		Traffic Signals		Project Description															
Type of Work Description:		Traffic Signals - Replace and upgrade traffic signals and equipment		move existing signal poles to accommodate pedestrian traffic															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Los Al Blvd/Rossmoor and Bradbury		2024		Unfunded/Unknown		\$17,500		\$0		\$157,500		\$0		\$175,000		\$184,592			
Project Notes																			
						Totals:		\$17,500		\$0		\$157,500		\$0		\$175,000		\$184,592	
Last Revised: 22-00 - Submitted																		Total Programmed: \$175,000	

TIP ID CP-10948		IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Replace Safety Lights at Intersections with LED Lights							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Improve lighting of roadway		Install new LED Safety Lights							
Limits	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Throughout City	2023	Measure M2 Local Fairshare	\$0	\$0	\$20,000	\$0	\$20,000	\$20,600	
Project Notes	2024	Measure M2 Local Fairshare	\$0	\$0	\$20,000	\$0	\$20,000	\$21,218	
	2025	Measure M2 Local Fairshare	\$0	\$0	\$20,000	\$0	\$20,000	\$21,855	
			<u>Totals:</u>	\$0	\$0	\$60,000	\$0	\$60,000	\$63,673
Last Revised: 22-00 - Submitted									
Total Programmed: \$60,000									

TIP ID CP-11789		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Replacement of Corner Signage Project						
Type of Work: Aesthetics		Project Description						
Type of Work Description: Aesthetics - Hardscape, lighting treatment, or community identity/monumentation improvements		replace signage at corners						
Limits	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
citywide	2024	Unfunded/Unknown	\$15,000	\$0	\$0	\$0	\$15,000	\$15,000
Project Notes	2025	Unfunded/Unknown	\$0	\$0	\$435,000	\$0	\$435,000	\$475,336
			<u>Totals:</u>	\$15,000	\$0	\$435,000	\$0	\$450,000
								Total Programmed: \$450,000
Last Revised: 22-00 - Submitted								

TIP ID CP-10951		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Residential Street Improvements								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Rehabilitation of local roadways to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2023	Gas Tax	\$19,950	\$0	\$179,546	\$0	\$199,495	\$204,882	
Project Notes		2023	State Sales Tax on Gas	\$26,400	\$0	\$237,596	\$0	\$263,995	\$271,124	
		2023	Unfunded/Unknown	\$132,400	\$0	\$1,191,622	\$0	\$1,324,022	\$1,359,771	
		2024	Measure M2 Local Fairshare	\$7,500	\$0	\$67,500	\$0	\$75,000	\$79,111	
		2024	Gas Tax	\$15,000	\$0	\$135,000	\$0	\$150,000	\$158,222	
		2024	Unfunded/Unknown	\$5,658	\$0	\$50,919	\$0	\$56,577	\$59,678	
		2025	Gas Tax	\$15,000	\$0	\$135,000	\$0	\$150,000	\$162,518	
		2025	Unfunded/Unknown	\$12,112	\$0	\$109,012	\$0	\$121,124	\$131,232	
		2025	Measure M2 Local Fairshare	\$7,500	\$0	\$67,500	\$0	\$75,000	\$81,259	
		2026	Measure M2 Local Fairshare	\$7,500	\$0	\$67,500	\$0	\$75,000	\$83,472	
		2026	Gas Tax	\$15,000	\$0	\$135,000	\$0	\$150,000	\$166,944	
		2026	Unfunded/Unknown	\$45,083	\$0	\$405,745	\$0	\$450,828	\$501,753	
		2027	Measure M2 Local Fairshare	\$7,500	\$0	\$67,500	\$0	\$75,000	\$85,751	
		2027	Gas Tax	\$15,000	\$0	\$135,000	\$0	\$150,000	\$171,502	
		2027	Unfunded/Unknown	\$20,795	\$0	\$187,156	\$0	\$207,951	\$237,760	
		2028	Measure M2 Local Fairshare	\$0	\$0	\$0	\$0	\$0	\$0	
		2028	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0	
		2028	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0	
		2029	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0	
		2029	Measure M2 Local Fairshare	\$0	\$0	\$0	\$0	\$0	\$0	
		2029	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0	
				Totals:	\$352,397	\$0	\$3,171,595	\$0	\$3,523,992	\$3,754,978
Last Revised: 22-00 - Submitted										
Total Programmed: \$3,523,992										

TIP ID		CP-11457		IMPLEMENTING AGENCY						Los Alamitos, City of	
Local Project Number:		Project Title									
Additional Project IDs:		Speed Survey									
Type of Work:		Safety		Project Description							
Type of Work Description:		Safety - Other		conduct a speed survey for radar							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
citywide		2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138		
Project Notes											
				Totals:	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138	
Last Revised: 22-00 - Submitted											
										Total Programmed: \$25,000	

TIP ID CP-10953		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Street Markings/Striping								
Type of Work: Safety		Project Description								
Type of Work Description: Safety - Restripe roadway		Replacing Street Marking and Street Striping								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
City wide		2023	Measure M2 Local Fairshare	\$0	\$0	\$75,000	\$0	\$75,000	\$77,250	
Project Notes		2024	Measure M2 Local Fairshare	\$0	\$0	\$30,000	\$0	\$30,000	\$31,827	
		2025	Measure M2 Local Fairshare	\$0	\$0	\$30,000	\$0	\$30,000	\$32,782	
		2026	Measure M2 Local Fairshare	\$0	\$0	\$30,000	\$0	\$30,000	\$33,765	
		2027	Measure M2 Local Fairshare	\$0	\$0	\$30,000	\$0	\$30,000	\$34,778	
		2028	Measure M2 Local Fairshare	\$0	\$0	\$30,000	\$0	\$30,000	\$35,822	
				Totals:	\$0	\$0	\$225,000	\$0	\$225,000	\$246,224
Last Revised: 22-00 - Submitted										
Total Programmed: \$225,000										

TIP ID		CP-12009		IMPLEMENTING AGENCY						Los Alamitos, City of		
Local Project Number:		Project Title										
Additional Project IDs:		Tree Planting										
Type of Work:		Aesthetics		Project Description								
Type of Work Description:		Aesthetics - Landscaping of roadway		tree planting adjacent to roadway								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED			
citywide		2023	Unfunded/Unknown	\$0	\$0	\$50,000	\$0	\$50,000	\$51,500			
Project Notes		2025	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0			
		2026	Unfunded/Unknown	\$0	\$0	\$50,000	\$0	\$50,000	\$56,275			
		2027	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0			
		2028	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0			
		2029	Unfunded/Unknown	\$0	\$0	\$50,000	\$0	\$50,000	\$61,494			
				Totals:	\$0	\$0	\$150,000	\$0	\$150,000	\$169,269		
Last Revised: 22-00 - Submitted												
Total Programmed: \$150,000												

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02)

SUMMARY

This item recommends actions for awarding of bid to begin the construction of the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02).

RECOMMENDATION

1. Award construction for the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02) to Hardy & Harper, Inc. in the amount of \$262,000; and,
2. Authorize the Mayor to execute the contract with Hardy & Harper, Inc. for the project; and ,
3. Authorize City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 25% or \$65,500.00

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 from Bennington Street to Mindora Street
- Mindora Street

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications,

consisting of: the News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the New Dutch Haven Neighborhood Street Rehabilitation Project (CIP No. 22/23-02), were publicly opened on 07/06/2022 at 11:00 am. From the six (6) total bids received, it was determined that the lowest responsible bid submitted was from Hardy & Harper, Inc. with the total bid amount of \$262,000.00. All bid results are provided below:

ALL AMERICAN ASPHALT	\$	295,592.00
R.J. NOBLE CO	\$	312,073.00
EXCEL PAVING	\$	377,252.00
HARDY & HARPER, INC.	\$	262,000.00
ONYX PAVING	\$	303,000.00
SEQUEL CONTRACTORS	\$	335,235.00
Average	\$	314,192.00

The following represents an approximate timeline for the completion of the project, which consists of grind and overlay, signing and striping, and curb ramp replacement for CIP No. 22/23-02:

- 07/18/2022 Award of Contract by the City Council
- 08/29/2022 Start of construction
- 10/28/2022 End of construction

FISCAL IMPACT

The total construction bid from Hardy & Harper, Inc. is \$262,000. The total budget for the project is \$462,500 and includes the design, construction, construction management/inspection, and contingencies for the project.

Available funding for the projects is provided as follows from the fiscal year 2022-23 budget:

SB-1:	\$263,005
<u>Gas Tax:</u>	<u>\$199,495</u>

Total:	\$462,500
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Attachment:	1.	CIP 22/23-02 New Dutch Haven - Bid Breakdown
	2.	CIP 22/23-02 New Dutch Haven - Agreement
	3.	CIP 22/23-02 New Dutch Haven - Bid Submittal

CITY OF LOS ALAMITOS
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION
SPECIFICATION NO. CIP 22/23-02

BID OPENING: JULY 6, 2022 AT 11 AM

				Hardy & Harper, Inc.		All American Asphalt		Onyx Paving Company, Inc.		R.J. Noble Co.		Sequel Contractors	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	13,275.00	\$13,275.00	42,806.00	\$42,806.00	13,000.00	\$13,000.00	45,000.00	\$45,000.00	15,000.00	\$15,000.00
2	Traffic Control	1	LS	33,841.00	\$33,841.00	14,060.00	\$14,060.00	27,000.00	\$27,000.00	13,000.00	\$13,000.00	32,790.00	\$32,790.00
3	Gutter per SPPWC Std Plan 120-3. Match Existing	130	LF	110.00	\$14,300.00	188.00	\$24,440.00	123.00	\$15,990.00	196.00	\$25,480.00	165.00	\$21,450.00
4	PCC Sidewalk per SPPWC Std Plan 113-2	110	SF	27.00	\$2,970.00	43.00	\$4,730.00	30.00	\$3,300.00	16.00	\$1,760.00	30.00	\$3,300.00
5	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	127,100	SF	0.19	\$24,149.00	0.23	\$29,233.00	0.37	\$47,027.00	0.28	\$35,588.00	0.45	\$57,195.00
6	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	45	TN	225.00	\$10,125.00	388.00	\$17,460.00	320.00	\$14,400.00	565.00	\$25,425.00	500.00	\$22,500.00
7	Construct 1.5-Inch Thick ARHM Overlay	1,200	TN	125.00	\$150,000.00	126.00	\$151,200.00	127.00	\$152,400.00	129.00	\$154,800.00	115.00	\$138,000.00
8	Adjust Manhole to Grade	12	EA	820.00	\$9,840.00	654.00	\$7,848.00	1,500.00	\$18,000.00	710.00	\$8,520.00	2,500.00	\$30,000.00
9	Signing and Striping	1	LS	3,500.00	\$3,500.00	3,815.00	\$3,815.00	11,883.00	\$11,883.00	2,500.00	\$2,500.00	15,000.00	\$15,000.00
TOTAL					\$262,000.00		\$295,592.00		\$303,000.00		\$312,073.00		\$335,235.00

SCHEDULE	TOTAL												
PROJECT TOTAL													

CITY OF LOS ALAMITOS
NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION
SPECIFICATION NO. CIP 22/23-02

BID OPENING: JULY 6, 2022 AT 11 AM

CITY OF LOS ALAMITOS

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

THIS CONTRACT AGREEMENT (hereinafter “Agreement” or “Contract” or “Contract Agreement”) is made and entered into for the above stated Project this 18th day of July, 2022, BY AND BETWEEN THE **CITY OF LOS ALAMITOS**, as CITY, and Hardy & Harper, Inc. as CONTRACTOR. WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, 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 (hereinafter collectively the “Contract Documents”). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of 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.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, 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 aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise

out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. 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 elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

ARTICLE X

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

CONTRACTOR agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before this Agreement is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

SHELLEY HASSELBRINK, MAYOR
CITY OF LOS ALAMITOS

HARDY & HARPER, INC.

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

WINDMERA QUINTANAR, CITY CLERK
CITY OF LOS ALAMITOS

(TITLE)

BY: _____
(PRINT)

MICHAEL S. DAUDT, CITY ATTORNEY
CITY OF LOS ALAMITOS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED,
ATTACH JURAT.

PAYMENT BOND

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

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Hardy & Harper, Inc. , Inc. 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 Two Hundred Sixty-Two Thousand Dollars and Zero Cents (\$262,000.00); 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 _____, 2022.

Contractor*

Daniel Maas, President
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
(714) 444-1851
mmurray@hardyandharper.com

Surety*

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

Subscribed and sworn to this ____ day of _____, 2022

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

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

Page 221 of 292

*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 _____, 2022.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**NEW DUTCH HAVEN NEIGHBORHOOD STREET REHABILITATION PROJECT
SPECIFICATION NO. CIP 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 Hardy & Harper, Inc. , Inc., 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 One Hundred and Thirty One Thousand Dollars and Zero Cents (\$131,000), 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, 2022.

Contractor* Daniel Maas
 Hardy & Harper, Inc.
 32 Rancho Circle
 Lake Forest, CA 62630
 (714) 444-1851
 mmurray@hardyandharper.com

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, 2022

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: _____

Hardy & Harper, Inc.
(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
SPECIFICATION NO. CIP 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 LIABILITY 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
SPECIFICATION NO. CIP 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: _____

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

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.

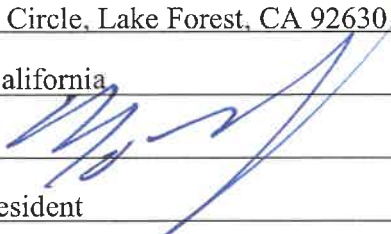
If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written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

MAILING ADDRESS: 32 Rancho Circle, Lake Forest, CA 92630

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: Michael Murray, Vice President

DATE: June 27, 2022

(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: Hardy & Harper, Inc.

CONTRACTOR'S LICENSE NO.: 215952

AUTHORIZED SIGNATURE: _____

TITLE: Michael Murray, Vice President

DATE: June 27, 2022

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	\$ <u>13,275</u>	\$ <u>13,275</u>
2	Traffic Control	1	LS	\$ <u>33,841</u>	\$ <u>33,841</u>
3	Remove and Construct Curb and Gutter per SPPWC Std Plan 120-3. Match Existing	130	LF	\$ <u>110</u>	\$ <u>14,300</u>
4	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	110	SF	\$ <u>27</u>	\$ <u>2,970</u>
5	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	127,100	SF	\$ <u>.19</u>	\$ <u>24,149</u>
6	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	45	TN	\$ <u>225</u>	\$ <u>10,125</u>
7	Construct 1.5-Inch Thick ARHM Overlay	1,200	TN	\$ <u>125</u>	\$ <u>150,000</u>
8	Adjust Manhole to Grade	12	EA	\$ <u>820</u>	\$ <u>9,840</u>
9	Signing and Striping	1	LS	\$ <u>3,500</u>	\$ <u>3,500</u>
Total					<u>262,000.00</u>

Bid Schedule Total \$ 262,000.00

Bid Schedule Total (in words): Two Hundred sixty two Thousand Dollars
and zero cents

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.

Hardy & Harper, Inc.
(Company Name of Bidder)

June 27, 2022
(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 Hardy & Harper, Inc., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of Ten Percent of the Amount Bid dollars (\$ 10%), 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 27th day of June 2022.

PRINCIPAL* 32 Rancho Circle
Hardy & Harper, Inc. Lake Forest, CA 92630, (714) 444-1851


Michael Murray, Vice President

SURETY* 777 South Figueroa Street, Suite 3900
Fidelity and Deposit Company of Maryland Los Angeles, CA 90017, (213) 270-0600


Dwight Reilly, Attorney-in-Fact
1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232

*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)

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)

☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

X

X



×

X

X

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 28 day of June, 2022,
by Date Month Year

(1) Michael Murray

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(x) who appeared before me.

Signature Morgan G. Peterson

Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

ACKNOWLEDGMENT

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

State of California

County of Orange

On 06/27/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R. NAPPI of **Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of April, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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

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 N/A Dollars (\$ N/A) 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: N/A

MAILING ADDRESS: N/A

AUTHORIZED SIGNATURE: N/A

TITLE: N/A

DATE: N/A

(*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: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Telephone: 714-444-1851 .FAX: 714-444-2801

E-mail: mmurray@hardyandharper.com

Contractor's License No.: 215952 Date License Issued: 3/13/1963

License Expiration Date: 12/31/2023

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)

Daniel Maas - President - 32 Rancho Circle, Lake Forest, CA - 714-444-1851

Michael Murray - Vice President - 32 Rancho Circle, Lake Forest, CA - 714-444-1851

Tanner Hambright - Vice President - 32 Rancho Circle, Lake Forest, CA - 714-444-1851

Kristen Paulino - Corporate Secretary - 32 Rancho Circle, Lake Forest, CA - 714-444-1851

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

N/A

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)

N/A

Prior Disqualification

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

Date: N/A Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

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

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: No Federal / State: N/A

If "yes", identify and describe, (including status): N/A

Have the penalties been paid? Yes / No: N/A

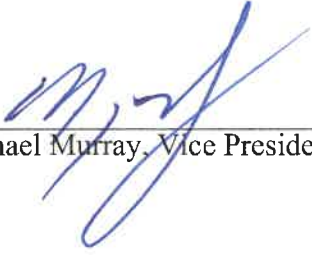
B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: N/A Section / Article: N/A

If "yes", identify and describe (including status): N/A

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 27th day of June, ~~2021~~, at Lake Forest, California. 2022

Authorized Representative Signature and Title



Michael Murray, Vice President

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: Street Improvements at Various Locations Client: City of Hermosa Beach

Date: September 2021 Project Value: \$972,366.48 Contact: Romany Basilyous Tel # 310-318-0263

Description: PCC, Cold Mill, AC Paving, Utility Adjusting, Loops & Striping

Subject to Federal Labor Standards: Yes ☒ No

Project Title: FY 19-20 Asphalt Paving Project Client: City of Colton

Date: May 2021 Project Value: \$2,695,493.64 Contact: Jess Sotto Tel # 909-370-5551

Description: PCC, Grinding, AC Paving, Loops, Striping and Marking

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: Various Street Improvements FY 2019-2022 Client: City of Hawaiian Springs

Date: February 2021 Project Value: \$847,404.03 Contact: Neema Ghanbari Tel # 562-420-2641

Description: PCC, Cold Mill, AC Removals, Crack Seal, CMB, Slurry Seal, ARHM,
Utility Adjusting, Striping and Marking

Subject to Federal Labor Standards: ☒ Yes ☐ No

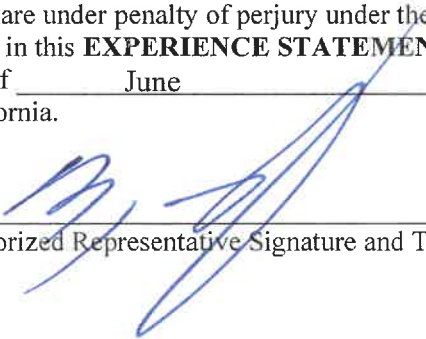
Project Title: Street Rehabilitation at Various Locations Client: City of Banning

Date: February 2020 Project Value: \$1,509,472.02 Contact: Art Vela Tel # 951-922-3130

Description: Cold Plane, Striping, Marking, AC Paving, PCC, Utility Adjusting & AC Repairs

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 20th day of June, 2022 at Lake Forest, California.



Authorized Representative Signature and Title

Michael Murray, Vice President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
① Case Land survey 614 N. Beckhoff St. Orange, CA 92868	45411	N	survey	27%
	1000001533			
② Interstate striping 9784 Poplar Ave Fontana, CA 92335	1087140	N	striping	1%
	100866044			

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: Hardy & Harper, Inc.

AUTHORIZED SIGNATURE:  _____
Michael Murray, Vice President

Date: June 27, 2022

**MINUTES OF THE SPECIAL MEETING
OF
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

KRISTEN S. PAULINO

TESSA MAAS

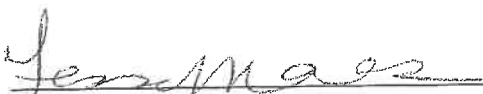
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

DATED: January 4, 2020 *hsp*


DANIEL. MAAS, Director/President


KRISTEN PAULINO, Director/Secretary


TESSA MAAS, Director

Contractor Information

Legal Entity Name

HARDY & HARPER, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000076

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Physical Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Email Address

cicamen@hardyandharper.com

Trade Name/DBA**License Number (s)**

CSLB:215952

CSLB:215952

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22

Legal Entity Information

Corporation Entity Number:

C0443071

Federal Employment Identification Number:

952251022

President Name:

Daniel T Maas

Vice President Name:

MICHAEL MURRAY

Treasurer Name:**Secretary Name:**

KRISTEN S PAULINO

CEO Name:

DANIEL T MAAS

Agency for Service:**Agent of Service Name:**

DANIEL T MAAS

Agent of Service Mailing Address:

32 Rancho Circle Lake Forest 92630 CA

Worker's Compensation

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

No

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

PEO	PEO	PEO
PEO InformationName	Phone	Email



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2023**

www.csלבna.gov



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 10H

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: July 18, 2022

ITEM NUMBER: 11A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Designation of Voting Delegate and Alternate for the League of California Cities' 2022 Annual Conference & Expo

SUMMARY

The League of California Cities Annual Conference & Expo will be held in Long Beach from September 7-9, 2022. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting. This item is for Council designation of a voting delegate and alternate.

RECOMMENDATION

1. Appoint a Council Member to serve as the City's Voting Delegate for the League of California Cities 2022 Annual Business Meeting; and,
2. Appoint a Council Member to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

The League of California Cities (League) 2022 Annual Conference & Expo is scheduled for Wednesday, September 7, 2022, through Friday, September 9, 2022, and will be held in person at the Long Beach Convention Center.

One aspect of the Annual Conference is the Annual Business Meeting where the membership considers and takes action on Conference Resolutions. These Resolutions guide cities and the League in efforts to improve the quality and responsiveness of local governments throughout California. The Annual Business Meeting is currently scheduled to take place during the General Assembly on Friday, September 9, 2022 from 11:30 a.m. to 2:00 p.m. The schedule is subject to change.

DISCUSSION

In order to facilitate the conduct of business at the Annual Business Meeting, each participating city must designate a Voting Delegate and may designate up to two Alternates. Designation of the Delegates is consistent with the League's bylaws. The Voting Delegate and Alternate must be registered to attend the conference. At least one must be present at the Annual Business Meeting and in possession of a voting delegate card in order to cast a vote.

Accordingly, this item has been placed on the agenda for City Council consideration. The League has advised notification of the City's Voting Delegate and Alternate(s), if appointed, no later than August 31, 2022.

Travel Expenses are included for informational purposes only. Per the City's adopted Travel and Reimbursement Policy, attendance at the Annual Conference would be considered an authorized expense provided total expenses incurred are within the total amount budgeted for that fiscal year.

Full Conference Registration before July 27, 2022 is \$650.00. On Day Registration is \$350.00. As the conference is local, no overnight accommodations are anticipated.

FISCAL IMPACT

There is no cost associated with the designation of a Voting Delegate and Alternate; however, associated full conference fees are up to \$650/attendee. There are sufficient funds available in the City Council Travel and Training budget, account number 10-510-5207 for Fiscal Year 2022-23.

- Attachment:
1. Voting Delegate Request Letter
 2. Annual Conference and Expo Information

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Annual Conference and Expo

September 7-9, 2022

Long Beach Convention Center

300 E Ocean Boulevard, Long Beach, CA

Register Now (https://www.eventsquid.com/contestant-reg.cfm?event_id=17132)

The 2022 League of California Cities Annual Conference and Expo at the Long Beach Convention Center, Sept. 7-9, features general sessions, workshops, and networking events. The conference attracts hundreds of leaders from all sections of city government, including mayors, council members, city managers, city clerks, city attorneys, fiscal officers, and other city staff.

This year's conference will offer educational and innovative leadership sessions across a variety of formats, with a roster of more than 100 speakers. Change is constant in our cities, and these sessions will support city leaders by equipping them with the latest knowledge, resources, and tools to advance their

communities and assist officials in their daily roles and operations within their city.

For questions about registration, please contact our registrar, [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org) . For all other questions, please contact Education and Events Manager [Christina George \(mailto:cgeorge@calcities.org\)](mailto:cgeorge@calcities.org) .

HOUSING ALERT AND POTENTIAL SCAM WARNING

Beware of professional hotel scammers who may contact you claiming to be the Cal Cities Housing Bureau/Service to help reserve hotel rooms in the vicinity of the Long Beach Convention Center.

They may say the Cal Cities hotel block is sold out or use some other ploy to book you into another hotel for a room that most likely does not exist.

Once the housing reservation period has begun, and after your registration or exhibit space fee has been paid in full, you will automatically receive a hotel registration link from an @calcities.org email address.

[Please review our event and meeting policies. \(/education-and-events/event-and-meeting-policies-26201#0\)](/education-and-events/event-and-meeting-policies-26201#0)

[Become an Exhibitor \(/expos#0\)](/expos#0)

[Check out our Speaker Center \(/education-and-events/Annual-Conference-and-expo/speakers\)](/education-and-events/Annual-Conference-and-expo/speakers)

2022 Conference Information

[Registration](#) ↓

Full Registration Includes:

- admission to the expo and educational sessions (unless otherwise indicated)
- Wednesday host city reception, Thursday lunch with exhibitors, and Friday closing luncheon
- Admission to CitiPAC and diversity caucus receptions
- Electronic access to all program materials

Pre-Register Online by Aug. 24 (requires credit card) – **Register Here**
(https://www.eventsquid.com/contestant-reg.cfm?event_id=17132)

Mail-in Registration by Aug. 24 (pay by check) – contact **Megan Dunn**
(<mailto:mdunn@calcities.org>) to request a registration form.

NOTE: Conference registration is required to attend all conference activities including department, division, and caucus meetings and the General Assembly. Sharing of registration is prohibited.

Special needs? Contact conference registrar **Megan Dunn**
(<mailto:mdunn@calcities.org>) before Friday, Aug. 5.

Full Conference Registration Fees

**Register by July 27 for a \$50 discount on Full Conference Registration Fees*

- Member-City Official — \$650
- Non-Member City Official — \$1,650
- Other Public Official — \$725
- All Others — \$825

One-Day Registration Fees

- Member City Official — \$350
- Non-Member City Official — \$1,350
- Other Public Official — \$400
- All Others — \$450

Add-On Registration Fee

Guest Reception Pass — \$125

**The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to Wednesday's host city reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.*

City Clerks Workshop Registration Fees

(The City Clerks Workshop is not included in Full Conference or One-Day Registration. Lunch is included.)

- Member City Official — \$175
- Non-Member City Official — \$350

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to **Megan**

Dunn (<mailto:mdunn@calcities.org>) , and received on or before **August 24**.

Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel →

A limited number of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2022 Annual Conference and Expo. conference attendees. The deadline to reserve your discounted hotel room is **Tuesday, Aug. 9, 2022**.

STEP ONE: Register for the Conference

STEP TWO: Book a hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing a link to the discounted hotel reservations page. Hotels are subject to sell out prior to the deadline – reserve early!

Hotel Changes or Cancellations

Hotel reservation changes, including cancellations, must be done through the online reservation link you received when registering for the conference.

Please note that any requests received after **Tuesday, August 9, 2022** will be booked on a space and rate available basis.

PLEASE NOTE: The information you provide to Cal Cities and the housing bureau, LiveCon, when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared

between Cal Cities and the hotel(s) will be limited to your first name, last name, email, and dates/length of stay in the hotel.

CAUTION! You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.

Parking and Transportation

In addition to the main parking lot along Shoreline Drive, the convention center has three parking garages: Terrace Theater, Arena, and Promenade. Convention center garages can be accessed from Linden Avenue. Please visit **Long Beach Convention Center** (<https://www.longbeachcc.com/directions-parking/>) for additional information. Parking prices are subject to change without notice.

Public transportation is easily accessible and includes the **Metro Blue Line** (<https://www.metro.net/riding/schedules/?line=801>) , Los Angeles County's light rail system, and **Long Beach Transit** (<https://ridelbt.com/>) , the city's public transportation services available both on land and water.

Nearby airports:

Long Beach Airport (LGB): 10 miles

Los Angeles International Airport (LAX): 22 miles

John Wayne Airport (SNA): 30 miles

Schedule at a Glance

Wednesday, September 7

Registration Open/Voting Delegates Booth Open*8:00 a.m.–6:00 p.m.***City Clerks Workshop***(additional registration required)**8:30 a.m.–1:00 p.m.***AB 1234 Ethics Training***10:00 a.m.–noon***Regional Division Lunches****11:30 a.m.–1:15 p.m.***First Time Attendee Orientation***12:45–1:15 p.m.***Opening General Session***1:30–3:30 p.m.***Concurrent Educational Sessions***3:45–5:00 p.m.***Grand Opening Expo Hall and Host City Reception***(exhibitor exclusive; no competing events)**5:00–7:00 p.m.***CitiPAC Leadership Reception***7:00–10:00 p.m.***Thursday, September 8****Registration Open/Voting Delegates Booth Open**

7:00 a.m.—4:00 p.m.

Concurrent Educational Sessions

8:30-9:45 a.m.

Expo Open

9:00 a.m.-3:00 p.m.

General Session

10:00 a.m.-noon

Attendee Lunch in Expo Hall

11:45 a.m.-1:00 p.m.

General Resolutions Committee

1:00-2:15 p.m.

Concurrent Educational Sessions

1:00-5:30 p.m.

Regional Division* and Caucus Events

Evening

Friday, September 9

Registration Open

8:00 a.m.-12:30 p.m.

Regional Division Breakfast*

7:30-9:00 a.m.

Concurrent Educational Sessions

8:30-11:15 a.m.

AB 1661 Sexual Harassment Prevention Training

9:15-11:15 a.m.

Closing Session and General Assembly (includes lunch)

11:30 a.m.-2:00 p.m.

Schedule subject to change.

**Check with your regional public affairs manager for specific day/time.*

NOTE: Conference registration is required to attend all conference activities including Department and Division meetings and the General Assembly.

Session Descriptions →

Dealing with Deferred Maintenance

Building owners and local government agencies are facing a deferred maintenance crisis. This is often exacerbated by the “pay as you go” policy employed by many state and local governments to fund ongoing and capital maintenance. Without proper funding and policy correction, the cost of deferred maintenance will double every five years. During this session, attendees will learn effective methods to gather information and develop insights to make strategic decisions and develop a prioritized capital needs plan that successfully addresses the growing deferred maintenance crisis.

SB 1383 Procurement and Opportunities

California's new organic waste regulations (SB 1383, 2016) went into effect at the start of the year. One of the goals of the new regulations is to reduce harmful methane gas emissions by composting organic waste and returning it to the soil in the form of compost and mulch. While meeting some of the regulation's requirements, cities can also enhance local landscapes and save

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 18, 2022

ITEM NUMBER: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Claborn, Chief

Subject: Ordinance No. 2022-04 - AB 481 Military Equipment Use Policy

SUMMARY

Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075, requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a “military equipment” use policy by approval from their governing body, prior to the agency funding, acquiring, or using military equipment.

AB 481 became effective January 1, 2022. Per AB 481, law enforcement agencies are now required to first obtain approval for this policy content from their respective governing body. Following approval, law enforcement agencies are further required to submit an annual military equipment report to the governing body for as long as the equipment is available for use. Agencies are also required to attach a military equipment inventory to the policy.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2022-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2022-04 entitled “AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AND APPROVING LOS ALAMITOS POLICE DEPARTMENT POLICY 709, MILITARY EQUIPMENT USE POLICY, IN COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL NO. 481 (AB 481)”.

BACKGROUND

Agencies seeking to continue using military equipment must hold a public hearing and provide for public comment at that meeting. Each law enforcement agency must also make the policy and inventory available on the law enforcement agency’s internet website at least 30 days prior to any public meeting concerning the military equipment at issue. The proposed policy was posted on the City of Los Alamitos website on May 20, 2022.

DISCUSSION

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance safety for both citizens and

officers. Loss of these items would jeopardize the welfare of our residents and officers alike.

The term "military equipment" as used in AB 481, does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and flashbangs.

Many items deemed to be "military equipment" by AB 481 are utilized by the Los Alamitos Police Department and law enforcement agencies across the country. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter.

The Los Alamitos Police Department is a participating agency in the West County Special Weapons and Tactics team. The team is comprised of officers from Seal Beach, Westminster, Fountain Valley, and Cypress. Many of the "military equipment" items noted in the policy are shared resources by the participating agencies. Loss of these shared resources would place unsafe restrictions and hinder the ability for the region team to respond to an incident in our jurisdiction.

FISCAL IMPACT

None.

- Attachment:
1. Ordinance No. 2022-04 - Military Equipment (AB 481)
 2. Exhibit A - Policy 709 - AB 481 Military Equipment Policy

ORDINANCE NO. 2022-04

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AND APPROVING LOS ALAMITOS POLICE DEPARTMENT POLICY 709, MILITARY EQUIPMENT USE POLICY, IN COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL NO. 481 (AB 481)

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. AB 481 also requires that in seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency’s internet website at least 30 days prior to any public meeting concerning the military equipment at issue. The term “military equipment” is defined in California Government Code section 7070. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

SECTION 2. The Los Alamitos Police Department Military Equipment Use Policy is attached as Exhibit “A” (the “Policy”). The Policy was published on the City of Los Alamitos internet website for not less than 30 days commencing on May 20, 2022. The proposed Ordinance and Policy were presented to City Council at a duly noticed public hearing held on July 18, 2022, at which time public comment was submitted on the proposed Ordinance and Policy.

SECTION 3. The Policy complies with the requirements of California Government Code section 7070, subdivision (d).

SECTION 4. Based on the findings above, in addition to information provided to the City Council at the public hearing and in the Staff Report, the City Council determines as follows:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The Policy will safeguard the public’s welfare, safety, civil rights,

and civil liberties.

C. The military equipment identified in the Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5. Approval of the Policy. The City Council of the City of Los Alamitos approves and adopts Los Alamitos Police Department Policy 709, "Military Equipment Use Policy", attached hereto as Exhibit "A". In doing so, the City Council directs that:

A. Staff is authorized to request, seek funding for, acquire, collaborate with other jurisdictions about the deployment of, and use military equipment consistent with this Policy.

B. The Policy shall be maintained on the Police Department's website page.

C. Annually, the Police Department shall hold a well-publicized and conveniently located community engagement meeting regarding the Police Department's Policy and use of military equipment, pursuant to Cal. Government Code section 7072 (b).

D. Annually, the City Council shall review this Ordinance, the Policy and the annual military equipment report prepared by the Police Department pursuant to Cal. Government Code section 7072 and determine by resolution whether to continue the Ordinance and Policy or to modify such Policy or initiate the repeal of the Ordinance.

E. Annually, the City Council shall determine, based on the annual military equipment report submitted pursuant to Cal. Government Code section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in this Ordinance.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 15th day of August, 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, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of July, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on 15th day of August, 2022, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

Exhibit “A”

Los Alamitos Police Department Policy 709

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, reporting requirements, and use of military equipment (California Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481, enacting the foregoing Code sections. These obligations include, but are not limited, to seeking approval for the use and acquisition of specific items deemed to be military equipment, and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

709.1.1 DEFINITION OF MILITARY EQUIPMENT

California Government Code § 7070 defines “military equipment” as including:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Los Alamitos Police Department that members of this Department shall comply with the provisions of Government Code § 7071, et seq., with respect to military

equipment. It is the policy of the Los Alamitos Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Administrative Services Captain to be the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited to:

- a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- b) Identifying equipment that qualifies as military equipment in the current possession of the Department, and/or military equipment the Department intends to acquire that requires approval by the City Council.
- c) Conducting an inventory of all Department military equipment at least annually.
- d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Los Alamitos Police Department (Government Code § 7071).
- e) Preparing for, scheduling, and coordinating the annual community engagement meeting, which includes:
 - a. Publicizing the details of the meeting.
 - b. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- g) Providing information on the Department website which details how members of the public can ask questions, raise concerns, or make comments regarding the military equipment policy, or any use of military equipment by members of the Department. The military equipment coordinator is required to respond to questions, comments, and/or concerns as specifically set forth in the Citizen Comments, Questions, and Concerns portion of this policy.
- h) Ensuring that any proposed and/or approved military equipment use policy is made available on the Department website for as long as the military equipment identified in the policy is available for use. (Government Code § 7071(d) (2))

709.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military equipment shall only be used by a Department employee after the employee has received the training specified herein, and any course required by the Commission on Peace Officer Standards and Training (POST) has been successfully completed, unless exigent circumstances arise.

709.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year, for each type of military equipment in the Department's inventory.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- a) A summary of how the military equipment was used and the purpose of its use.
- b) A summary of any complaints or concerns received concerning the military equipment.
- c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- e) The quantity possessed for each type of military equipment.
- f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and Los Alamitos Police Department's funding, acquisition, or use of military equipment. This shall occur as a part of the Department's presentation to the City Council.

709.6 CATALOGING OF MILITARY EQUIPMENT

All military equipment kept and maintained by the Los Alamitos Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description for each type of equipment.
2. The capabilities of each type of equipment.

3. The purposes and authorized uses for which the Department proposes for each type of equipment.
4. The expected lifespan of each type of equipment.
5. The fiscal impact of each type of equipment, both initially and for on-going maintenance.
6. The quantity of each type of equipment, whether maintained or sought.

709.7 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred for investigation which will be handled in accordance with Policy 1020 (Personnel Complaints). All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Los Alamitos Police Department via email at the email address listed on the Department's website. A response to any question or concern regarding this policy or any military equipment owned used by the Department shall be completed and a response provided by the Department in a timely manner, which in no event should exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed for investigation in accordance with Policy 1020.

709.8 FUNDING

The Department shall obtain City Council approval, by an ordinance adopting a new or revised military equipment use policy, prior to seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

The Department has authority to apply for funding prior to obtaining City Council approval in the case of exigent circumstances. In such case, the Department shall obtain City Council approval as soon thereafter as practicable. In seeking such approval, the Military Equipment Coordinator will submit to the City Council a report explaining the nature of the exigency and why prior approval could not be obtained.

709.9 MILITARY EQUIPMENT INVENTORY

The following constitutes an inventory of equipment within the possession of or used by the Los Alamitos Police Department deemed to be military and militaristic as defined by this policy.

1. REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of de-escalation.

Quantity: 10

Purchase Price: \$550 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange buttstock and foregrip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 150

Purchase Price: \$5 each

Purpose: To limit the escalation of conflict and decrease the need for use of potentially lethal force when feasible.

Authorized Use: Situations for the use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Expected Life Span: Remington 870 Less Lethal Shotgun- 25 years, Drag Stabilized 12-Gauge beanbag round - no listed expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each shotgun.

Training: All officers must first be trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions must have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules: Use is established under Policy 308.9. It is the policy of the Los Alamitos Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including laws regarding the use of force.

2. Rifles: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Current Inventory:

COLT AR-15 223 16”

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle.
Caliber 223, 16-inch barrel.

Quantity: 10

Purchase Price: \$846.56 per firearm

WINCHESTER .223 REMINGTON 55GR RIFLE ROUND

- Description: 223 Remington/5.56 NATO caliber, 55 grain bullet weight, brass cartridge case material.

Quantity: 4,200

Purchase Price: \$802.74 (price per 1000)

WINCHESTER .223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

Description: .223 Remington caliber, Frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 1,900

Purchase Price: \$668.05 (price per 1000)

709.10 MILITARY SWAT EQUIPMENT INVENTORY

The Los Alamitos Police Department participates in the West County Special Weapons and Tactics (SWAT) team, a regional SWAT and Crisis Negotiation Team (CNT) with Officers from the cities of Los Alamitos, Seal Beach, Cypress, Fountain Valley, and Westminster.

The following constitutes an inventory of equipment known to be owned and/or utilized by law enforcement units with which the Los Alamitos Police Department collaborates and/or participates for law enforcement purposes, which are deemed to be military and militaristic as defined by this policy. The equipment in this section is primarily used by the members of the West County SWAT Team.

3. Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

Description: Armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor, VIN FDAF5HT2BEC98082.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Expected Lifespan: 25 years.

Fiscal Impact: Annual maintenance cost of approximately \$10,000.

Training: All driver/operators must first attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: The bearcat was obtained through the UASI group procurement process in 2012. The vehicle is currently stored at Westminster Police Department and used by the West County SWAT during training and SWAT operations for the region.

4. MOBILE COMMAND POST VEHICLE (MCP)

A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

Description: The MCP can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

Quantity: 1

Purchase Price: Refer to Cypress Police Department policy

Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Authorized Use: Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. Furthermore, only officers who have completed the California State Class B Commercial driving school and become properly licensed will be allowed to drive the MCP. Situations which the MCP is authorized for use would include but not be limited to critical incidents, emergencies, and natural disasters.

Expected Lifespan: The MCP, 20-year lifespan on chassis and vehicle structure. Upgrades needed in 7 years to maintain IT systems.

Fiscal Impact: Annual maintenance cost is approximately \$1,000. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

Training: The driver/operator must first receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing and possess a Class B driver's license.

Legal and Procedural Rules: It is the policy of the Department to use the MCP only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Other Notes: After the City of Anaheim UASI group completed the procurement process and the vehicle was built, the City of Cypress took delivery of the MCP on April 19, 2007. The City of Cypress entered into an agreement with the cities of Los Alamitos and Seal Beach to accept, house, utilize and cost-share repairs and routine maintenance for the regional MCP vehicle. The vehicle is currently housed inside a City of Seal Beach fire station (OCFA station #48) and is utilized by all three cities for special events that include DUI checkpoints, public relations presentations, and emergency incidents. The vehicle is also the primary command and control platform for West County S.W.A.T. during training and S.W.A.T. operations for the region. The vehicle is staffed with a team of City employees and designated volunteers from all three cities including the West Cities Police Dispatch Communications Center. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

5. Light Sound Diversionary Devices (LSDD)

A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

Description: This is the standard diversionary flash-bang device. It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output. It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 1

Purchase Price: \$45 each

DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE

Description: This is a hand-held, hand-thrown grenade and has an initial 1 second delayed fuse. Once the fuse is discharge at a low speed, the main charge detonates to produce a loud sound and bright flash of light, and the distribution of approximately 180 rubber pellets of .32 caliber size are expelled from the grenade, and the pellets can travel up to 50 ft. from the point of detonation.

Quantity: 14

Purchase Price: \$36 each

Purpose: A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: Use is established under the Department's Use of Force Policy. It is the policy of the Los Alamitos Police Department to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Other Notes: This equipment is owned and operated by West County SWAT through the Cypress Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

6. Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Current Inventory:

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND

Description: The Direct Impact 40MM CS munition is a point-of-aim, point-of-impact direct-fire round. The munition can be used to incapacitate a single subject or control a crowd. The munition is loaded with CS powder and is combined with lightweight, high-speed crushable foam projectile for maximizing the potential for incapacitation. Part Number 6322.

Quantity: 4

Purchase Price: \$26.50 each

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND

Description: The 40MM Direct Impact OC munition is a point-of-aim, point-of-impact direct-fire round. The munition is loaded OC powder and is combined with a lightweight, high-speed projectile consisting of a plastic body and crushable foam nose. Part Number 6320.

Quantity: 5

Purchase Price: 26.50 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 20 grams of agent during its 20-30 seconds burn time. The device is not launchable. Part Number 1032.

Quantity: 5

Purchase Price: \$34.94 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Description: The Spede-Heat CS Grenade is a high volume, continuous burn munition. It expels a CS payload of 81.2 grams in approximately 20-40 seconds. The CS is discharged through four gas ports on top of the canister, three gas ports on the side, and one gas port on the bottom. The device is launchable. Part Number 1072.

Quantity: 1

Purchase Price: \$28.30 each

DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Description: The Triple-Chaser separating CS consists of three separate canisters pressed together with separating charges between each section (canister). When deployed, this grenade will separate into three (3) distinct sub-munitions, spaced approximately 20ft. apart. This allows increased area coverage in a short period

of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions. The device is specifically designed for outdoor use in crowd control situations. The separating function and relatively quick burn time minimizes the potential of a “throwback” from hostile or combative subjects. The munition is launchable. Part Number 1026.

Quantity: 1

Purchase Price: \$44.89 each

DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact. Part Number 2292.

Quantity: 9

Purchase Price: \$20.91 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact. Part Number 2262.

Quantity: 9

Purchase Price: \$21.53 each

Purpose: To limit the escalation of conflict decrease the need for use of potentially lethal force when feasible. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

Legal and Procedural Rules: Use is established under the Los Alamitos Police Use of Force Policy. It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

7. Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

Description: The KBT is a powder actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT

weighs 28 lbs. dimensions are 35in. x 9.9in. x 9.3in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850ft. lbs. of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,494.38 each

Purpose: To safely gain entry into a structure.

Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Expected Lifespan: Kinetic Breaching Tool (KBT) - 30 years. Blank cartridges – 5 years (preferably rotate rounds within 1 year).

Fiscal Impact: No annual maintenance.

Training: All officers who use explosive breaching tools shall first attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

Legal and Procedural Rules: It is the policy of the Los Alamitos Beach Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region.

8. Long Range Acoustic Device (LRAD)

A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Current Inventory:

GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X

Description: The Genasys Long-Range Acoustic Device (LRAD) is a public address system optimized to the primary range of hearing. The LRAD system can deliver a live or recorded voice message with clarity for any operational scenario. LRAD's advanced driver and waveguide technology ensures every broadcast is clearly heard and understood, even above crowd, engine, and background noise.

The LRAD 500X is compact, lightweight, and designed for applications ranging from fixed security installations to vehicles and vessels. The 500X is easily mounted and transportable to provide law enforcement long-range communication and safe, scalable non-kinetic escalation of force. The audible range of the LRAD 500X can reach up to 6,561 ft. American Technology Corp. Serial Number: 05984 UASI ASAUA/DHS Number 11-00456.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

Training: Only officers trained in the use of the LRAD are authorized to set up and operate the device.

Legal and Procedural Rules: It is the policy of the Los Alamitos Police Department to utilize the Long-Range Acoustic Device (LRAD) only for official law enforcement purposes, and pursuant to State and Federal Law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Los Alamitos.

9. Robots

A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

Current Inventory:

TRANSCEND VANTAGE PATROL ROBOT

Description: Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only

option for First Responders that want their robot to “just figure it out” on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what’s happening before sending officers inside. Cameras: Drive Camera (Night Vision), Pan Tilt Zoom (25x zoom, 90/15 degree up/down tilt, auto infrared night vision), FLIR Thermal. 3 hours constant driving, 12 hours monitoring / intermittent driving. 100+ lb. payload, zero degree turning radius, two-way audio (push to talk), key ignition, easy battery swapping (robot and controller).

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

Purpose: To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the robot(s) identified above. Use is established by the Bomb Squad Commander or Incident Commander.

Expected Lifespan: 8 to 10 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$500.

Training: All robot operators must first complete the FBI’s 6-week hazardous device school prior to operating the robot(s) identified above.

Legal and Procedural Rules: It is the policy of the Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Seal Beach.

709.11 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g) Acquiring military equipment through any means not provided above.

709.12 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies in rendering mutual aid.

709.13 MAINTENANCE OF MILITARY EQUIPMENT SUPPLY LEVELS

When stocks of military equipment ammunition have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without further City Council approval to maintain essential availability for the Department's needs. The Los Alamitos Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies or California Office of Emergency Services (Cal OES) in the event of an emergency when approved by the Chief of Police or designee.