

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, November 15, 2021 – 5:00 p.m.

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 outdoor seating for this meeting and the public shall have the right to observe and offer public comment at this location.

Masks, temperature checks, and visual check of symptoms will be required before entering the Council Chamber. Entrance and exit will be via the front doors as all other entrances/exits will be locked. A staff member will be present at the door to assist attendees with this process and ensure there is room for them in the Council Chamber.

Members of the public will be required to wear a mask. Seating will be available based on six feet of social distancing. **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 ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM." Comments **received by 4:00 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 and online at <https://cityoflosalamitos.org/your-government/city-council/agendas-and-minutes/>.

Please consider carefully before attending this meeting in person and keep a six foot distance from others as much as possible. Please do not attend this meeting in person if you have traveled out of state and/or you have had direct contact with someone who has travelled or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

All speakers shall observe civility, decorum and good behavior. Any item submitted to the City Council during the meeting shall become public record and subject to applicable disclosure laws.

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.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

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

3. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Los Alamitos Police Officers Association
Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Unrepresented Employees: Executive Management, Middle Management
and Non-Management Employees
Authority: Government Code Section 54957.6

Regular session will begin at approximately 6:00 p.m.

4. PLEDGE OF ALLEGIANCE

Mayor Chirco will lead the Pledge of Allegiance.

5. INVOCATION

Mayor Pro Tem Hasselbrink will give the Invocation.

6. PRESENTATION

A. Presentation of a Commendation to the Los Alamitos Police Department in Recognition of Law Enforcement and Support Personnel Day

B. Legislative Update from Assemblymember Janet Nguyen

7. 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.

8. 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.

9. ITEMS FROM THE CITY MANAGER

10. WARRANTS

Ratify the Warrants for the period from October 15, 2021 to November 2, 2021, in the amount of \$1,104,323.26

ROLL CALL

Mayor Chirco

Mayor Pro Tem Hasselbrink

Council Member Bates

Council Member Doby

Council Member Nefulda

11. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of October 18, 2021 and Special Minutes of November 8, 2021.

- B. Ordinance No. 2021-04 – Purchasing Ordinance Amendment (Finance)**
At its regular meeting of October 18, 2021, the City Council introduced for first reading and waived further reading of Ordinance Number 2021-04. This document will amend Los Alamitos Municipal Code Chapter 2.60 (Purchasing System) to increase the monetary thresholds for formal, open market, and City department contract procedures for the purchase of supplies and equipment; increase the City Manager's contract authority for the acquisition of personal, professional, consulting or other services; and, make other revisions intended to streamline the procurement process and provide anticipated gains in efficiency.

Recommendation: Adopt Ordinance No. 2021-04, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE".

- C. Resolution No. 2021-26 – Annual Investment Policy (Finance)**
This report outlines the City's Investment Policy, which provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio.

Recommendation: Adopt Resolution No. 2021-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2021."

D. Resolution 2021-27 – Minimum Wage Increase (Finance)

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2022.

Recommendation: Adopt Resolution No. 2021-27, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2022 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2020-36."

E. Treasurer's Quarterly Investment Report – September 2021 (Finance)

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

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – September 2021.

F. Resolution No. 2021-31 – Alcoholic Beverage Control (ABC) – Office of Traffic Safety (OTS) Grant Program (Police)

Consideration of a resolution endorsing and authorizing the Los Alamitos Police Department to participate in the ABC-OTS Grant program for a period beginning October 1, 2021 through August 31, 2022.

Recommendation: Adopt Resolution No. 2021-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$20,000 FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT PROGRAM".

G. Memorandum of Understanding with Teamsters Local 911 (Administration)

This Resolution adopts the three year Memorandum of Understanding (MOU) with the Teamsters Local 911, effective November 1, 2021 through October 31, 2024.

Recommendation: Adopt Resolution No. 2021-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024."

H. Approval of Final Parcel Map 2018-141 (3755 Farquhar Avenue) (Development Services)

Final Parcel Map 2018-141 for the subdivision of a single parcel for condominium purposes, located at 3755 Farquhar Avenue, is ready for submission to the County

Recorder's Office for final review (Applicant: Plato Enterprises, LLC).

Recommendation:

1. Adopt Resolution No. 2021-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2018-141 FOR THE PROPERTY LOCATED AT 3755 FARQUHAR AVENUE"; and,
2. Direct the City Clerk to endorse on the title sheet of Parcel Map 2018-141, the certificate which embodies the approval of said maps, and submit maps to the County of Orange Recorder's Office.

I. Notice of Completion (NOC) for the CDBG Howard Avenue Street Improvements Project from Reagan Street to Maple Street (CIP No. 20/21-02) (Development Services)

Staff is recommending that City Council accept the project as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contracts Codes.

Recommendation:

1. Accept as complete the construction by Onyx Paving for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,970.00, thirty-five (35) days after recordation of the Notice of Completion.

J. Notice of Completion (NOC) for the Suburbia Neighborhood Street Improvement Project – (CIP 20/21-03) (Development Services)

Staff is recommending City Council accept the project as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contracts Codes.

Recommendation:

1. Accept as complete the construction by Onyx Paving for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$16,688.51, thirty-five (35) days after recordation of the Notice of Completion.

K. Amendment No. 7 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item seeks approval of Amendment No. 7 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance until June 30, 2022. The current Professional Services Agreement (PSA) expires on December 31, 2021.

Recommendation: Authorize the Mayor to execute Amendment No. 7 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring June 30, 2022.

L. Approval of Plans and Specifications and Authorization to Bid for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) (Development Services)

This report recommends actions to begin facilitating the construction for the CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04).

Recommendation:

1. Approve the plans and specifications for the construction of the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04); and,
2. Authorize Staff to advertise and solicit bid proposals.

M. Approval of Plans and Specifications and Authorization to Bid for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03) (Development Services)

This report recommends actions to begin facilitating the construction for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03).

Recommendation:

1. Approve the plans and specifications for the construction of the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03); and,
2. Authorize Staff to advertise and solicit bid proposals.

N. Award of Professional Services Agreement (PSA) with Clean Street LLC for Citywide Street Sweeping Services (Development Services)

On September 21, 2021, staff received and reviewed bids to the City's Request for Proposals (RFP) 2021-08 for Citywide Street Sweeping Services.

Recommendation:

1. Award the bid for RFP 2021-08; and,

2. Authorize the Mayor to execute the Professional Services Agreement with Clean Street LLC, for Citywide Street Sweeping Services with a maximum monthly amount of \$9,464.00 for a period of seven (7) years, ending on January 1, 2029.

12. ORDINANCES

A. **Ordinance No. 2021-04 – State Video Franchise Holders (City Attorney)**

The enactment of the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) effectively replaced locally issued franchise agreements with statewide franchises issued by the California Public Utilities Commission. Proposed Ordinance 2021-04 amends and restates Chapter 5.20 of Title 5 of the Los Alamitos Municipal Code to implement the Digital Infrastructure and Video Competition Act of 2006 pertaining to State Video Franchise Holders. It replaces the Cable Television Franchise regulations, which have become obsolete, by operation of State law preemption.

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-24; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-24, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5.20 (CABLE TELEVISION FRANCHISES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PERTAINING TO STATE VIDEO FRANCHISE HOLDERS.”

B. **Ordinance No. 2021-06 – Amended and Restated Chapter 8.12 (Integrated Waste Management) of the Los Alamitos Municipal Code to Implement State Organics Recycling Mandates (Development Services)**

Senate Bill 1383 (SB 1383) was signed into law on September 19, 2016 and established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. As it pertains to solid waste, SB 1383 seeks to reduce the amount of organic waste in landfills as methane is a byproduct of the decomposition of organic material. SB 1383 places a variety of mandates on local jurisdictions including the provision of organics and recycling collection programs to all properties within Los Alamitos and updating the Los Alamitos Municipal Code to require that each property subscribe to and fully participate in these programs.

Staff took this opportunity to review and update the entire Integrated Waste Management Chapter of the Los Alamitos Code, which was first enacted in 1996 and most recently amended in 2008.

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-06; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-06, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8.12 (INTEGRATED WASTE MANAGEMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE LOS ALAMITOS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS."

13. DISCUSSION ITEMS

A. Adoption of Resolution Establishing Salaries and Benefits for Non-Represented Employees (Administration)

This report recommends adoption of a resolution establishing salaries and benefits for Non-Represented Employees.

Recommendation: Adopt Resolution No. 2021-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2017-07 AND 2021-14 IN THEIR ENTIRETY."

B. Personnel Changes –City Clerk/Communications Director (Administration)

This report outlines the personnel changes and new job description for City Clerk/Director of Communications. Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.

Recommendation:

1. Adopt Resolution No. 2021-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTION FOR CITY CLERK/DIRECTOR OF COMMUNICATIONS"; and,
2. Authorize the City Manager to enter into an Employment Agreement for Non-Represented Employee (Executive Management) with Windmera Quintanar for the position of City Clerk/Director of Communications; and,
3. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-05; and,
4. City Attorney Daudt to read title of Ordinance No. 2021-05, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 2.12.020 AND 2.12.030 OF THE

LOS ALAMITOS MUNICIPAL CODE RELATING TO THE OFFICE OF THE CITY CLERK”.

C. Resolution No. 2021-32 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2021 (Administration)

The City Council evaluated the City Manager’s performance during closed session on November 8, 2021. Pursuant to the City Manager’s Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance based incentive bonus, which may be awarded at the sole discretion of the City.

Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.

Recommendation: Adopt Resolution No. 2021-32, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2021”.

D. Non-profit Grant Program for Food Insecurities (Recreation)

The City of Los Alamitos will receive \$70,000 from the Orange County Board of Supervisors in order to provide meals to those facing food insecurities in the Second District due to the COVID-19 public health emergency.

Recommendation:

1. Authorize the creation of a Non-profit Grant Program for Food Insecurities; and,
2. Approve the allocation of \$70,000 for the creation of a Non-profit Grant Program for Food Insecurities with ARPA funds received from the Orange County Board of Supervisors; and,
3. Authorize the City Manager to enact the proposed funding options for the City of Los Alamitos Non-profit Grant Program for Food Insecurities and execute any needed documents to enact the program.

E. 501(c)(3) Non-profit City of Los Alamitos Foundation (Recreation)

This agenda item provides an opportunity to discuss details of establishing a City of Los Alamitos Foundation.

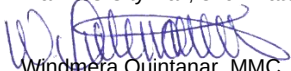
Recommendation:

1. Discuss the name of a City Foundation; and,
2. Provide direction to Staff on the process to select Board Members for a City Foundation and assign Board positions; and,

3. Provide feedback to Staff on recommendations on Board membership and Bylaws.

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.



Windra Quintanar, MMC, City Clerk
Dated: November 10, 2021

CITY OF LOS ALAMITOS

A/P Warrants

November 15, 2021

To Ratify

Pages:

1-9	\$	284,703.53	Warrant	10/19/2021
10	\$	115,745.55	Advanced Warrant	10/20/2021
11-16	\$	125,022.46	Warrant	11/02/2021
17	\$	9,794.23	November Retirees	11/01/2021
18	\$	161,119.60	Payroll	10/15/2021
19	\$	158,687.73	Benefits & Withholdings	10/15/2021
20	\$	162,544.53	Payroll	10/29/2021
21	\$	86,705.63	Benefits & Withholdings	10/29/2021
Grand Total	\$	<u>1,104,323.26</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from October 15, 2021 to November 02, 2021, 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 2nd day of November, 2021

WARDANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINISURE	WC -CLAIM ADMIN.- SEPT. 20 SELF INSURANCE TRU INSURANCE			649.51
			TOTAL:	649.51
ALL CITY MANAGEMENT SERVICES	GUARD SVCS @ 23.94 HRS	GENERAL FUND	TRAFFIC	5,242.86
	GUARD SVCS . @237.75 HRS	GENERAL FUND	TRAFFIC	9,691.74
			TOTAL:	10,934.60
BARBARA BANNERMAN	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	130.00
	PET AND HEALTH EXPO DEMO	GENERAL FUND	SPECIAL EVENTS	25.00
			TOTAL:	155.00
BEE REMOVERS	COLONY REMOVED FROM CITY I	GENERAL FUND	STREET MAINTENANCE	140.00
			TOTAL:	140.00
BORDIN SEMMER, LLP	NEW YORK MARINE CLAIM- #9 SELF INSURANCE TRU INSURANCE			557.85
			TOTAL:	557.85
CALIFORNIA BUILDING STANDARDS	CALIFORNIA BUILDING STANDARDS	GENERAL FUND	NON-DEPARTMENTAL	134.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	13.40
			TOTAL:	130.60
CALIFORNIA FORENSIC PHLEBOTOMY, INC	BLOOD DRAW- D. KAUL	GENERAL FUND	PATROL	139.54
			TOTAL:	139.54
CHARLES ABBOTT ASSOCIATES, INC.	INTERIM COMM DIR. L. ROSEB	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,130.00
	BUILDING & SAFETY SVCS- 09	GENERAL FUND	BUILDING INSPECTION	28,041.78
			TOTAL:	32,171.78
CITY OF LONG BEACH	1ST OT CONTRACT SVCS.	GENERAL FUND	FINANCE	18,977.00
			TOTAL:	18,977.00
COUNTY OF ORANGE	SEWER FEES- MUSEUM	GENERAL FUND	FINANCE	209.08
	SEWER FEES- COMM CENTER	GENERAL FUND	FINANCE	2,228.47
	SEWER FEES- PD/CITY HALL	GENERAL FUND	FINANCE	1,691.66
			TOTAL:	4,119.21
COUNTY OF ORANGE TREASURER-TAX	OC APIS OCT. 2021	GENERAL FUND	COMMUNICATIONS TECHNOL	453.00
			TOTAL:	453.00
DELL MARKETING L.P.	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			226.15
			TOTAL:	226.15
DEPARTMENT OF CONSERVATION	DEPARTMENT OF CONSERVATION	GENERAL FUND	NON-DEPARTMENTAL	599.18
	BUILDING PERMIT	GENERAL FUND	NON-DEPARTMENTAL	39.96
			TOTAL:	569.22
DOGGIE WALK BAGS, INC.	WASTE STATIONS- STANSBURY	GENERAL FUND	PARK MAINTENANCE	528.28
			TOTAL:	528.28
EAGLE PORTABLES, INC.	PORTABLE RESTROOMS-STREET	GENERAL FUND	SPECIAL EVENTS	4,661.65
			TOTAL:	4,661.65
ECOFERT, INC.	FERTIGATION SVCS.- LAUREL	GENERAL FUND	PARK MAINTENANCE	280.00
	FERTIGATION SVCS.-COTTONWOOD	GENERAL FUND	PARK MAINTENANCE	350.00
			TOTAL:	630.00

WARRANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANAHL LUMBER COMPANY	INTERNET CORD - CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	13.10
	REPAIRS	GENERAL FUND	SPORTS	40.16
			TOTAL:	53.26
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	945.50
			TOTAL:	945.50
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,745.20
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	7,232.50
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,546.95
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,026.14
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,646.48
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	946.22
			TOTAL:	27,183.49
GOVERNMENT STAFFING SERVICES, INC	CONTRACT- ACCOUNTANT	GENERAL FUND	FINANCE	4,368.00
	CONTRACT - ACCOUNTANT	GENERAL FUND	FINANCE	4,952.00
	CONTRACT - ACCOUNTANT	GENERAL FUND	FINANCE	4,992.00
	CONTRACT- ACCOUNTANT	GENERAL FUND	FINANCE	5,440.00
	CONTRACT- ACCOUNTANT	GENERAL FUND	FINANCE	4,760.00
	CONTRACT - ACCOUNTANT	GENERAL FUND	FINANCE	2,720.00
HI-WAY SAFETY, INC.			TOTAL:	27,272.00
	PAINTING OF RED CURB/STOP	GENERAL FUND	STREET MAINTENANCE	1,981.01
	MESSAGE BOARD TRAILER	GARAGE FUND	GARAGE	15,827.13
JARED E. LLOYD			TOTAL:	17,808.14
	HCE BASKETBALL DROP-IN	GENERAL FUND	SPORTS	16.00
			TOTAL:	16.00
IDVILLE INC.			TOTAL:	16.00
		GENERAL FUND	COMMUNITY DEVEL ADMIN	1,834.31
			TOTAL:	1,834.31
JAN BATKIN	SILVER SENIOR FITNESS 09/2	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU - 05/27	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH AND RELAX ZEN- 05/	GENERAL FUND	SPECIAL CLASSES	6.50
	SILVER SENIOR FITNESS 09/2	GENERAL FUND	SPECIAL CLASSES	19.80
	FIT FOR YOU - 05/30	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU - 05/29	GENERAL FUND	SPECIAL CLASSES	6.50
JOSHUA FORSYTHE			TOTAL:	65.00
	LOS AL STREET FAIR VENDORS	GENERAL FUND	SPECIAL EVENTS	1,900.00
			TOTAL:	1,900.00
KONICA MINOLTA PREMIER	LEASE- ADMIN FRONT OFFICE	GENERAL FUND	FINANCE	503.09
	LEASE- FINANCE	GENERAL FUND	FINANCE	545.37
			TOTAL:	1,048.46
DELANA LOPEZ	EXPENSE REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	60.00
			TOTAL:	60.00
MARC NAVARRO	SWAT ACADEMY EXPENSE REIMB	GENERAL FUND	POLICE ADMINISTRATION	90.22
			TOTAL:	90.22
MISC. VENDOR	AUBREY HARRIS	GENERAL FUND	NON-DEPARTMENTAL	11.33
	REBECCA CEVERHA	GENERAL FUND	NON-DEPARTMENTAL	14.80
			TOTAL:	26.13

WARRANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HEATHER HOGAN	HEATHER HOGAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	93.00
MINDSE LANDS	MINDSE LANDS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	14.80
MARIA FIGUEROA	MARIA FIGUEROA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	60.00
MONIQUE GARCIA	MONIQUE GARCIA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	59.00
STEPHANIE MURPHY	STEPHANIE MURPHY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	22.66
CHRISTINA PEREZ	CHRISTINA PEREZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.40
SUSAN POLLARD	SUSAN POLLARD:REFUND	GENERAL FUND	NON-DEPARTMENTAL	102.00
RAHUL VERMA	RAHUL VERMA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	25.30
QIN ZHANG	QIN ZHANG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.40
JENNIFER LOO	JENNIFER LOO:REFUND	GENERAL FUND	SPECIAL EVENTS	10.00
KRYSTIN NIHEI	KRYSTIN NIHEI:REFUND	GENERAL FUND	SPECIAL EVENTS	10.00
	TOTAL:			453.59
NEWPORT EXTERMINATING	EXTERIOR TREATED PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS REFILL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			235.00
COMMUNITY MEDIA CORP.	110921 NOTICE OF INTENT	GENERAL FUND	PLANNING	300.00
	TOTAL:			300.00
ORANGE COUNTY JUMPERS LLC	ORANGE COUNTY JUMPERS LLC	GENERAL FUND	SPECIAL EVENTS	1,032.00
	TOTAL:			1,032.00
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOLOG	43.00
	TOTAL:			43.00
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS. 05/20/21	GENERAL FUND	FINANCE	82.00
	TOTAL:			82.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK	GENERAL FUND	PARK MAINTENANCE	525.00
	TOTAL:			525.00
PLACEWORKS, INC.	L. ROSEBERRY- PROF. FEES	GENERAL FUND	CAPITAL PROJECTS	4,419.45
	TOTAL:			4,419.45
POWERTRIP RENTALS, LLC	EQUIPMENT FOR STREET FAIR	GENERAL FUND	SPECIAL EVENTS	3,570.56
	TOTAL:			3,570.56
PRINTMASTERS	SENIOR PROGRAM A-FRAME POS	GENERAL FUND	NON-DEPARTMENTAL	45.16
	BANNER-TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	464.31
	TOTAL:			513.47
R.B. PRODUCTIONS INC	REC MNGT SOFTWARE	GENERAL FUND	RECREATION ADMINISTRAT	7,436.00
	TOTAL:			7,436.00
REDIFLEX TRAFFIC SYSTEMS, INC.	KATELLA- SEPT 2021	GENERAL FUND	TRAFFIC	3,686.16
	TOTAL:			3,686.16
SANBON PRO APPAREL	YOUTH BASKETBALL SHIRTS	GENERAL FUND	SPORTS	387.90
	TOTAL:			387.90
SCIENTIA CONSULTING GROUP, INC.	IT SVCS. OCT. 2021	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	5,871.00
	SENTINEL ONE CONTROL	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	326.42
	BACKUP SERVER- SEPT 2021	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	178.75
	CLOUD BACKUP- SEPT 2021	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	38.50
	CLOUD STORAGE- SEPT 2021	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	900.00

WARRANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	EXTRA HOURS SEPT. 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		4,132.50
		TOTAL:		11,447.18
SHI INTERNATIONAL CORP.	IPAD PRO 12.9	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		1,242.05
	IPAD MAGIC KYBD/ PENCIL	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		489.57
	IPAD AIR	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		702.48
		TOTAL:		2,434.10
SITONE LANDSCAPE SUPPLY HOLDING, LLC	SOIL FOR LOS AL MEDIAN	GENERAL FUND	STREET MAINTENANCE	167.15
	WOOD CHIPS FOR LOS AL HEDI	GENERAL FUND	STREET MAINTENANCE	219.20
	TREE FOR RESIDENT	GENERAL FUND	STREET MAINTENANCE	281.87
	MULCH FOR KATELLA AEND CAPS	GENERAL FUND	STREET MAINTENANCE	301.01
	MULCH FOR KATELLA END CAPS	GENERAL FUND	STREET MAINTENANCE	593.75
	2-LARGE AGAVES -KATELLA PR	GENERAL FUND	STREET MAINTENANCE	337.16
	MULCH FOR LOS AL ISLAND BO	GENERAL FUND	PARK MAINTENANCE	131.37
		TOTAL:		2,031.51
SOCAL AUTO & TRUCK PARTS INC.	LIGHTS FOR PD UNIT #1	GARAGE FUND	GARAGE	13.81
	SUPPLIES FOR CAR WASH	GARAGE FUND	GARAGE	84.40
		TOTAL:		98.21
SPARKLETT'S DRINKING WATER	SPARKLETT'S DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	13.15
		TOTAL:		13.15
SPECTRUM TIMING SERVICES, INC.	EQUIPMENT FOR RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	2,612.15
		TOTAL:		2,612.15
STRATEGIC GOVERNMENT RESOURCES, INC.	ANNUAL DUES FY 2021-2022	GENERAL FUND	ADMINISTRATION	750.00
		TOTAL:		750.00
SUPER BIRTHDAY, INC.	TRACKLESS TRAIN-TRUNK OR T	GENERAL FUND	SPECIAL EVENTS	500.00
		TOTAL:		500.00
TERRA NOVA PLANNING & RESEARCH, INC	HOUSING ELEMENT- 07/21-05/	GENERAL FUND	PLANNING	23,265.80
		TOTAL:		23,265.80
WEST PUBLISHING CORPORATION	SOFTWARE DETECTIVE- SEPT 2	GENERAL FUND	INVESTIGATION	292.78
		TOTAL:		292.78
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	1,794.00
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	486.20
		TOTAL:		2,220.20
U.S. BANK	FOOD HANDLER CERT- L. SING	GENERAL FUND	NON-DEPARTMENTAL	15.00
	DINE N DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	171.18
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	60.76
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.07
	DINE & DOUGH- CASITAS DE A	GENERAL FUND	NON-DEPARTMENTAL	266.57
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	11.45
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	174.22
	DINE & DOUGH- WAHOO	GENERAL FUND	NON-DEPARTMENTAL	43.60
	SENIOR PROGRAM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	15.60
	DINE & DOUGH- AMECI PIZZA	GENERAL FUND	NON-DEPARTMENTAL	136.54
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	15.00
	FOOD HANDLER- CERT M. ROJA	GENERAL FUND	NON-DEPARTMENTAL	10.20
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	60.84

WARRANT 10/19/2021

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	10.72
DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	58.49
LOS AL CUSTOM FLAG	GENERAL FUND	CITY COUNCIL	195.21
MONTHLY WEBSITE RENEWAL	GENERAL FUND	CITY COUNCIL	100.00
COUNCIL MEETING CATERING	GENERAL FUND	CITY COUNCIL	106.57
SUBSCRIPTION-OC REGISTER	GENERAL FUND	ADMINISTRATION	10.00
SUBSCRIPTION-ADOBE	GENERAL FUND	ADMINISTRATION	33.39
NAME PLATE	GENERAL FUND	ADMINISTRATION	47.09
SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATION	14.39
NAME BADGE	GENERAL FUND	ADMINISTRATION	11.26
SUBSCRIPTION- OC REGISTER	GENERAL FUND	ADMINISTRATION	10.00
AMAZON CREDIT	GENERAL FUND	ADMINISTRATION	26.21-
OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	51.25
SUBSCRIPTION- ADOBE ERIKA	GENERAL FUND	ADMINISTRATION	29.99
SUBSCRIPTION- ADOBE	GENERAL FUND	FINANCE	14.59
SUBSCRIPTION- ADOBE	GENERAL FUND	FINANCE	29.42
OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	14.99
SUPPLIES- FILING BOXES	GENERAL FUND	POLICE ADMINISTRATION	13.39
PD CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	52.13
CPCA TRAINING - V. WILSON	GENERAL FUND	POLICE ADMINISTRATION	300.00
AMAZON	GENERAL FUND	POLICE ADMINISTRATION	650.00
FTO BASIC TRAINING	GENERAL FUND	POLICE ADMINISTRATION	9.99
TRAFFIC COLLISION INVESTIG	GENERAL FUND	POLICE ADMINISTRATION	260.00
SWAT OPERATOR ACADEMY	GENERAL FUND	POLICE ADMINISTRATION	260.99
BACKGROUND INVESTIGATIONS	GENERAL FUND	POLICE ADMINISTRATION	351.00
LODGING SLI COURSE- J. KRO	GENERAL FUND	POLICE ADMINISTRATION	195.00
SWAT OPERATOR ACADEMY	GENERAL FUND	POLICE ADMINISTRATION	422.61
PLAQUE FOR RILEY HILL	GENERAL FUND	POLICE ADMINISTRATION	351.00
CNT COURSE	GENERAL FUND	POLICE ADMINISTRATION	77.23
SWAT SHOOTING RANGE	GENERAL FUND	POLICE ADMINISTRATION	745.00
INK FOR REPORT WRITING PRI	GENERAL FUND	POLICE ADMINISTRATION	150.00
OFFICE SUPPLIES	GENERAL FUND	PATROL	145.03
OFFICE SUPPLIES	GENERAL FUND	PATROL	26.53
DNA KITS	GENERAL FUND	PATROL	45.75
EVIDENCE TAPE/ OFFICE SUPP	GENERAL FUND	PATROL	20.75
ARMO MAGAZINES	GENERAL FUND	PATROL	265.60
SUPPLIES- BATTERIES	GENERAL FUND	PAIROL	134.80
SWAT UNIFORM SHIRTS	GENERAL FUND	PAIROL	32.76
SWAT UNIFORM PANTS	GENERAL FUND	PAIROL	234.89
SWAT UNIFORM PANTS	GENERAL FUND	PAIROL	281.20
SWAT PANTS - CREDIT	GENERAL FUND	PAIROL	151.72
SWAT PANTS - CREDIT	GENERAL FUND	PAIROL	83.79-
COMPUTER MONITOR	GENERAL FUND	PAIROL	61.46-
COMPUTER MONITOR	GENERAL FUND	INVESTIGATION	221.05
SUPPLIES- GREEN FILE LABEL	GENERAL FUND	INVESTIGATION	221.05
SUPPLIES- 2022 FILE LABELS	GENERAL FUND	RECORDS	12.01
PROPERTY SHELVES & PAN	GENERAL FUND	RECORDS	34.86
SUPPLIES- STAMP	GENERAL FUND	RECORDS	131.46
OFFICE SUPPLIES	GENERAL FUND	RECORDS	6.93
RESIDENT FOLDER STICKERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	37.26
(3) HENS JACKETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	520.03
CANOPIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	421.67
OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	485.28
LOS AL CHAMBER BREAKFAST	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.84
PRECIOUS LIFE GOLF TOURNAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	100.00
	GENERAL FUND	COMMUNITY DEVEL ADMIN	720.00

WARRANT 10/19/2021

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OFFICE SUPPLIES PW	GENERAL FUND	PUBLIC WORKS ADMIN	127.29
PLANTS FOR ISLAND PROJECT	GENERAL FUND	STREET MAINTENANCE	182.70
PLANTS FOR ISLAND PROJECT	GENERAL FUND	STREET MAINTENANCE	61.98
PLANTS FOR ISLAND PROJECT	GENERAL FUND	STREET MAINTENANCE	600.31
SAFETY VEST	GENERAL FUND	STREET MAINTENANCE	352.95
NORTHERN TOOLS MEMBERSHIP	GENERAL FUND	STREET MAINTENANCE	39.99
PUMPKINS FOR LOS AL ISLANDS	GENERAL FUND	STREET MAINTENANCE	200.14
PLANTS FOR LOS AL ISLANDS	GENERAL FUND	STREET MAINTENANCE	474.33
PLANTS FOR LOS AL ISLANDS	GENERAL FUND	STREET MAINTENANCE	143.55
TREES FOR RESIDENCE	GENERAL FUND	STREET MAINTENANCE	130.50
PLANTS FOR LOS AL ISLANDS	GENERAL FUND	STREET MAINTENANCE	50.03
REPAIR TRAILER LIGHTS CC	GENERAL FUND	STREET MAINTENANCE	31.63
LEAK REPAIR PD PARKING LOT	GENERAL FUND	BUILDING MAINTENANCE	829.21
LOS AL CHAMBER LUNCHEON	GENERAL FUND	RECREATION ADMINSTRAT	100.00
SUBSCRIPTION- ZOOM	GENERAL FUND	RECREATION ADMINSTRAT	15.74
DIRECT TV- EOC	GENERAL FUND	RECREATION ADMINSTRAT	61.84
OFFICE SUPPLIES- LAMINATOR	GENERAL FUND	RECREATION ADMINSTRAT	721.03
OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	16.38
OFFICE SUPPLIES- CARD STOC	GENERAL FUND	RECREATION ADMINSTRAT	106.67
OFFICE SUPPLIES- CARIS	GENERAL FUND	RECREATION ADMINSTRAT	620.49
OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	196.56
DINE & DOUGH SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	51.65
OFFICE SUPPLIES- CARIS	GENERAL FUND	RECREATION ADMINSTRAT	272.36
SUBSCRIPTION- AMAZON	GENERAL FUND	RECREATION ADMINSTRAT	14.19
SUPPLIES- CAMERA REPAIR	GENERAL FUND	RECREATION ADMINSTRAT	241.70
GRAPHIC/ STOCK IMAGES	GENERAL FUND	RECREATION ADMINSTRAT	45.00
SUBSCRIPTION- ADOBE TRIM	GENERAL FUND	RECREATION ADMINSTRAT	14.99
OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	27.18
SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINSTRAT	280.00
SUBSCRIPTION- APPLE STORAG	GENERAL FUND	RECREATION ADMINSTRAT	2.99
SUBSCRIPTION- GOOGLE STORA	GENERAL FUND	RECREATION ADMINSTRAT	2.99
CHI PARALLELS FOR TIMELINE	GENERAL FUND	RECREATION ADMINSTRAT	69.99
TABLE LINENS	GENERAL FUND	COMMUNITY SERVICES	124.27
TABLE LINENS	GENERAL FUND	COMMUNITY SERVICES	57.92
DINE N DOUGH- FLAME BROILE	GENERAL FUND	COMMUNITY SERVICES	23.43
DAY CAMP T-SHIRTS	GENERAL FUND	DAY CAMP	462.90
SUPPLIES-LASER LAB CLASS	GENERAL FUND	DAY CAMP	3.26
SUPPLIES-LASER LAB CLASS	GENERAL FUND	DAY CAMP	21.84
SUPPLIES-LASER LAB CLASS	GENERAL FUND	DAY CAMP	52.78
SUPPLIES-LASER LAB CLASS	GENERAL FUND	DAY CAMP	23.75
ADULT SOCCER	GENERAL FUND	SPORTS	300.00
T-SHIRTS- ADULT SOCCER	GENERAL FUND	SPORTS	333.43
REFUND T-SHIRTS- ADULT SOC	GENERAL FUND	SPORTS	10.92-
SUPPLIES- FIELD MAINT.	GENERAL FUND	SPORTS	3.91
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	21.40
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	147.02
PRESCHOOL SUPPLIES-READY S	GENERAL FUND	SPECIAL CLASSES	139.19
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	77.95
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	19.65
PRESCHOOL SUPPLIES- READY	GENERAL FUND	SPECIAL CLASSES	29.11
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	6.27
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.26
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	89.46
SUPPLIES- FACILITIES	GENERAL FUND	SPECIAL CLASSES	229.36
COMM. CENTER SHELVING	GENERAL FUND	SPECIAL CLASSES	84.05
PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	68.41

WARRANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	21.80
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	104.69
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	0.73
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	115.96
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	9.82
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.12
	RACE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	519.80
	RACE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	40.00
	CLEANING TOOL	GENERAL FUND	SPECIAL EVENTS	8.54
	DRY CLEANING -LOS AL STREE	GENERAL FUND	SPECIAL EVENTS	84.00
	PET/ HEALTH EXPO- LUMBER	GENERAL FUND	SPECIAL EVENTS	320.44
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	150.97
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	113.62
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	67.90
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	33.24
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	38.94
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	39.66
	STREET FAIR- FOOD FOR STAF	GENERAL FUND	SPECIAL EVENTS	60.00
	DRY CLEANING	GENERAL FUND	SPECIAL EVENTS	25.00
	WINNER - PARKS MAKE LIFE B	GENERAL FUND	SPECIAL EVENTS	75.92
	SUPPLIES-FAMILY DAY 2021	GENERAL FUND	SPECIAL EVENTS	78.60
	SUPPLIES-FAMILY DAY 2021	GENERAL FUND	SPECIAL EVENTS	1,063.89
	SUPPLIES-FAMILY DAY 2021	GENERAL FUND	SPECIAL EVENTS	309.16
	FAMILY DAY/ ART WORKSHOP	GENERAL FUND	SPECIAL EVENTS	17.46
	FAMILY DAY/ ART WORKSHOP	GENERAL FUND	SPECIAL EVENTS	273.00
	SEWE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	36.86
	IRUNK OR TREAT PRIZES	GENERAL FUND	SPECIAL EVENTS	80.00
	HEALTH EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	26.56
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	57.24
	FAMILY DAY/ ART WORKSHOP -	GENERAL FUND	SPECIAL EVENTS	155.93-
	PET/HEALTH EXPO GIFT CERT	GENERAL FUND	SPECIAL EVENTS	100.00
	PET/HEALTH EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	127.75
	FAMILY DAY/ WORKSHOP - CR.	GENERAL FUND	SPECIAL EVENTS	75.30-
	FAMILY DAY/ WORKSHOP - CR.	GENERAL FUND	SPECIAL EVENTS	17.46-
	FAMILY DAY/ WORKSHOP - CR.	GENERAL FUND	SPECIAL EVENTS	77.93-
	FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	236.16
	INFLATABLES	GENERAL FUND	SPECIAL EVENTS	541.00
	CRAFTS FOR STEET FAIR	GENERAL FUND	SPECIAL EVENTS	81.55
	DINE & DOUGH - PAULS PLACE	GENERAL FUND	SPECIAL EVENTS	28.42
	DRY CLEANING TABLE LINENS	GENERAL FUND	SPECIAL EVENTS	105.00
	OFFICE SUPPLIES- PROJECTOR	GENERAL FUND	SPECIAL EVENTS	326.11
	DECORATIONS FOR SERVE LOS	GENERAL FUND	SPECIAL EVENTS	58.99
	DECORATIONS FOR SERVE LOS	GENERAL FUND	SPECIAL EVENTS	286.40
	DECORATIONS FOR SERVE LOS	GENERAL FUND	SPECIAL EVENTS	17.46
	ESCAPE ROOM SUPPLIES	GENERAL FUND	SPECIAL EVENTS	129.25
	STREET FAIR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	19.42
	SUPPLIES- FILM AND FOOD FE	GENERAL FUND	SPECIAL EVENTS	51.90
	SUPPLIES- TWO WAY RADIOS	GENERAL FUND	SPECIAL EVENTS	120.50
	SUPPLIES- RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	257.59
	SUPPLIES- SERVE LOS AL	GENERAL FUND	SPECIAL EVENTS	40.19
	SUPPLIES- SERVE LOS AL	GENERAL FUND	SPECIAL EVENTS	7.64
	SUPPLIES- RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	43.69
	SUPPLIES- PET EXPO	GENERAL FUND	SPECIAL EVENTS	8.73
	SNACKS- RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	137.90
	SUPPLIES- RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	66.58
	SUPPLIES- SERVE LOS AL	GENERAL FUND	SPECIAL EVENTS	111.42

WARRANT 10/19/2021

VENDOR SORI KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RACE EVENT MARKETING	GENERAL FUND	SPECIAL EVENTS	250.00
RACE EVENT MARKETING	GENERAL FUND	SPECIAL EVENTS	149.97
RACE EVENT FLYER DISTRIBUT	GENERAL FUND	SPECIAL EVENTS	1,150.00
RACE EVENT MAILERS	GENERAL FUND	SPECIAL EVENTS	1,500.00
RACE EVENT MAILERS	GENERAL FUND	SPECIAL EVENTS	847.21
BIKES & BITES MARKETING FL	GENERAL FUND	SPECIAL EVENTS	197.18
RACE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	50.00
MECHANIC UNIFORM	GARAGE FUND	GARAGE	40.24
TOW HITCH FOR PW TRUCK	GARAGE FUND	GARAGE	386.22
HITCH RECEIVER FOR PW TRUC	GARAGE FUND	GARAGE	110.62
SUPPLIES HARDWARE BOLTS	GARAGE FUND	GARAGE	9.21
PW SHOP SUPPLIES	GARAGE FUND	GARAGE	117.45
PW SHOP SUPPLIES	GARAGE FUND	GARAGE	99.39
NEW BATTERY PD UNIT 48-7	GARAGE FUND	GARAGE	323.23
SHOP SUPPLIES	GARAGE FUND	GARAGE	20.19
PW SHOP SUPPLIES	GARAGE FUND	GARAGE	140.51
		TOTAL:	29,858.37
UNDERGROUND SERVICE ALERT OF SO CAL			
LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	109.00
STATE FEES/ BILLABLE TICKE	GENERAL FUND	STREET MAINTENANCE	15.68
		TOTAL:	124.68
VERIZON WIRELESS			
EMERGENCY PREP.	GENERAL FUND	EMERGENCY PREPAREDNESS	162.42
COMM. DEV	GENERAL FUND	NEIGHBORHOOD PRESERVAI	30.02
PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	243.36
		TOTAL:	435.80
VOYAGER FLEET SYSTEMS, INC.			
VOYAGER FLEET SYSTEMS, INC	GARAGE FUND	GARAGE	6,871.64
FUEL TAX CREDIT	GARAGE FUND	GARAGE	283.74-
		TOTAL:	6,587.90
WEX HEALTH, INC.			
FLEX ADMIN SVCS. - JULY 20	GENERAL FUND	FINANCE	50.00
FLEX ADMIN SVCS. - AUG 202	GENERAL FUND	FINANCE	50.00
		TOTAL:	100.00
WGJ ENTERPRISES, INC			
RETENTION	GENERAL FUND	NON-DEPARTMENTAL	2,440.34
		TOTAL:	2,440.34
WOODRUFF, SPRADLIN & SMART			
GENERAL ADVISORY	GENERAL FUND	CITY ATTORNEY	12,535.13
LITIGATION SVCS.	GENERAL FUND	CITY ATTORNEY	62.70
PROSECUTOR SVCS.	GENERAL FUND	CITY ATTORNEY	4,606.00
		TOTAL:	17,203.83
WORLD TRADE PRINTING COMPANY			
SPECIAL EVENT BANNERS	GENERAL FUND	SPECIAL EVENTS	305.59
		TOTAL:	305.59

WARRANT 10/19/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	245,734.44		
50	GARAGE FUND	23,660.30		
53	TECHNOLOGY REPLACEMENT	14,107.43		
54	SELF INSURANCE TRUST	1,201.36		
GRAND TOTAL:		284,703.53		

ADVANCED WARRANT 10/20/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONYX PAVING COMPANY INC	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	3,887.50-
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	770.00-
	APARTMENT ROW - CDBG	C.D.B.G	CAPITAL PROJECTS	77,750.00
	ADA CURB RAMPS	MEASURE M	CAPITAL PROJECTS	15,400.00
			TOTAL:	88,492.50
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	15,544.48
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	188.86
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	123.76
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	35.10
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	6,048.79
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	BUILDING MAINTENANCE	5,312.06
			TOTAL:	27,253.05

===== FUND TOTALS =====	
10 GENERAL FUND	22,595.55
19 C.D.B.G	77,750.00
26 MEASURE M	15,400.00
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GRAND TOTAL:	115,745.55
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WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS- 337.75 HR	GENERAL FUND	TRAFFIC	5,865.30
			TOTAL:	5,865.30
BARBARA BANNERMAN	YOGA WITH BARBARA 10/19	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	9.75
BILLY TEES, INC.	YOUTH TEES SM	GENERAL FUND	SPECIAL EVENTS	301.65
	ADULT TEES WHITE SM	GENERAL FUND	SPECIAL EVENTS	2,039.40
	ADULT TEES WHITE SM	GENERAL FUND	SPECIAL EVENTS	301.57
			TOTAL:	2,642.62
BORDIN SEIDER, LLP	KEENAN & ASSOCIATES LAUSD	SELF INSURANCE TRU	INSURANCE	307.50
			TOTAL:	307.50
CANON FINANCIAL SERVICES, INC.	BW/CL METER USAGE 09/21	GENERAL FUND	RECREATION ADMINISTRAT	477.01
			TOTAL:	477.01
CHARLES ABBOTT ASSOCIATES, INC.	WOMP REVIEW 09/2021 H. SMI	GENERAL FUND	NON-DEPARTMENTAL	290.00
	NPDES- INSPECTION SVCS 09/	GENERAL FUND	NPDES	368.00
			TOTAL:	658.00
CITY OF SANTA ANA	ZOO ADMISSION- SUMMER CAMP	GENERAL FUND	DAY CAMP	606.00
			TOTAL:	606.00
COUNTY OF ORANGE TREASURER-TAX	OCSD COMM. 07/01/21-05/23	GENERAL FUND	COMMUNICATIONS TECHNOL	1,458.90
	OCAIS CIRCUIT & SUPPORT 03	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	2,732.23
CROSTOWN ELECTRICAL & DATA, INC.	D2EV. MAINT 09/2021	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
CROWN TROPHY	SILVER STAR OF THE QUARTER	GENERAL FUND	RECREATION ADMINISTRAT	32.33
	YOUTH SPORTS- FOOTBALL MED	GENERAL FUND	SPORTS	85.90
			TOTAL:	118.23
DATA TICKET, INC.	CITATION PROCESSING- 08/20	GENERAL FUND	TRAFFIC	555.20
			TOTAL:	555.20
DELL MARKETING L.P.	GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	2,504.56
	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE		5,909.12
			TOTAL:	7,513.68
ENTERPRISE EM TRUST	LEASE CHARGE FORD TRAN 10/	GARAGE FUND	GARAGE	708.95
	LEASE CHARGE FORD F-15 10/	GARAGE FUND	GARAGE	519.04
			TOTAL:	1,227.93
CADRI FOX	LINE DANCE WITH FOX 05/25	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE WITH FOX 10/13	GENERAL FUND	SPECIAL CLASSES	24.50
	LINE DANCE WITH FOX 10/20	GENERAL FUND	SPECIAL CLASSES	21.00
			TOTAL:	59.50
FRONTIER COMMUNICATIONS	PHONE LINES- JAIL ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	239.68
			TOTAL:	239.68
CALLS / QUARTERMASTER	PATROL JACKET- ROMAN	GENERAL FUND	RECORDS	208.35
	PANTS AND TIE- ACUIRRE	GENERAL FUND	RECORDS	78.21

WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GANVAHL LUMBER COMPANY	PANTS FOR MCDOWELL	GENERAL FUND	RECORDS	104.73
	PANTS FOR ORTIZ	GENERAL FUND	COMMUNITY OUTREACH	102.52
	MATERNITY SHIRT FOR ORTIZ	GENERAL FUND	COMMUNITY OUTREACH	154.33
	TOTAL:			648.14
GEORGE HILLS COMPANY, INC.	GRAFFETTI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	35.95
	REPLACEMENT PAINT GUN TIPS	GENERAL FUND	STREET MAINTENANCE	130.84
	REPLACEMENT PAINT GUN TIPS	GENERAL FUND	STREET MAINTENANCE	91.74
	MESSAGE BOARD LOCKS	GENERAL FUND	STREET MAINTENANCE	25.99
	MESSAGE BOARD LOCKS	GENERAL FUND	STREET MAINTENANCE	21.84
	PICNIC SHELTER MAINTENANCE	GENERAL FUND	SPORTS	108.45
	SAFETY WORK GLOVES	GARAGE FUND	GARAGE	153.67
	TOTAL:			598.48
	ADMIN & CLAIM FEES OCT. 20	GENERAL FUND	NON-DEPARTMENTAL	983.33
	TOTAL:			983.33
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,537.67
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,383.55
	TOTAL:			8,921.22
GRUBER AND LOPEZ, INC	AUDITED FINANCIAL STATEMENT	GENERAL FUND	FINANCE	21,639.00
	GANN	GENERAL FUND	FINANCE	561.00
	TOTAL:			22,200.00
HDL COREN & CONE	PROPERTY TAX OCT-DEC 2021	GENERAL FUND	FINANCE	1,398.38
	TOTAL:			1,398.38
JACK GRISWOLD	CPR ADULT, CHILD, INFANT	GENERAL FUND	SPECIAL CLASSES	75.40
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	8.45
	SUPERSLITTERS	GENERAL FUND	SPECIAL CLASSES	150.15
	TOTAL:			234.00
HI-WAY SAFETY, INC.	BARRICADES FOR PARKLETS	GENERAL FUND	PLANNING	3,525.50
	TOTAL:			3,525.50
JARED Z. LLOYD	HCE DROP IN 09/23	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 09/28	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 09/26	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 08/17	GENERAL FUND	SPORTS	132.00
	HCE DROP IN 06/24, 06/17, 06	GENERAL FUND	SPORTS	600.00
	HCE DROP IN 09/30	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 10/10	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 10/19	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 10/24	GENERAL FUND	SPORTS	32.00
	HCE SUN IN SEPT. 2021	GENERAL FUND	SPORTS	73.60
	HCE THURS IN SEPT 2021	GENERAL FUND	SPORTS	72.80
	HCE TUES/THURS IN SEPT 202	GENERAL FUND	SPORTS	244.00
	HCE TUES IN SEPT 2021	GENERAL FUND	SPORTS	289.20
	HCE SUN IN OCT 2021	GENERAL FUND	SPORTS	320.80
	HCE TUES IN OCT. 2021	GENERAL FUND	SPORTS	735.20
	HCE TUES/THURS/SUN - OCT 20	GENERAL FUND	SPORTS	924.00
	HCE TUES/THURS/SUN -SEPT 2	GENERAL FUND	SPORTS	155.20
	HCE RUN OCT 2021	GENERAL FUND	SPORTS	172.80
	HCE RUN SEPT 2021	GENERAL FUND	SPORTS	132.00
	HCE TRAVEL TEAM OCT 2021	GENERAL FUND	SPORTS	120.80

WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	4,150.40
PACIFIC SECURED EQUITIES, INC.	WC IPA SVCS. NOV 2021	SELF INSURANCE TRU INSURANCE	TOTAL:	1,125.00
			TOTAL:	1,125.00
JAN BATKIN				
	FIT FOR YOU 04/28	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 10/04	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS 10/0	GENERAL FUND	SPECIAL CLASSES	26.00
	FIT FOR YOU 10/05	GENERAL FUND	SPECIAL CLASSES	19.50
	SILVER SENIOR FITNESS 10/1	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 10/07	GENERAL FUND	SPECIAL CLASSES	26.00
	FIT FOR YOU 10/13	GENERAL FUND	SPECIAL CLASSES	19.50
	STRETCH AND RELAX ZEN 10/1	GENERAL FUND	SPECIAL CLASSES	6.50
	SILVER SENIOR FITNESS 10/1	GENERAL FUND	SPECIAL CLASSES	19.50
	FIT FOR YOU 10/13	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 10/14	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 10/15	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS 10/2	GENERAL FUND	SPECIAL CLASSES	19.50
	STRETCH AND RELAX ZEN 10/2	GENERAL FUND	SPECIAL CLASSES	19.50
	FIT FOR YOU 10/20	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 10/21	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 10/25	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH AND RELAX ZEN 10/2	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 10/22	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS 10/2	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS PROC	GENERAL FUND	SPECIAL CLASSES	358.80
	FIT FOR YOU MON/WED AM	GENERAL FUND	SPECIAL CLASSES	473.85
	FIT FOR YOU TUES/THURS AM	GENERAL FUND	SPECIAL CLASSES	58.50
	FIT FOR YOU MON-THURS	GENERAL FUND	SPECIAL CLASSES	497.25
	STRETCH AND RELAX ZEN	GENERAL FUND	SPECIAL CLASSES	196.95
			TOTAL:	1,671.35
JCL TRAFFIC SERVICES				
		GENERAL FUND	SPECIAL EVENTS	8,000.00
			TOTAL:	8,000.00
KEVIN GARRETT				
	YOUTH BEG. TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	328.25
	YOUTH INTERM. TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	369.85
	PEE WEE TENNIS TUES.	GENERAL FUND	SPECIAL CLASSES	220.35
	YOUTH BEG. TENNIS TUES	GENERAL FUND	SPECIAL CLASSES	326.30
	YOUTH BEG. TENNIS WED.	GENERAL FUND	SPECIAL CLASSES	320.45
	ADULT BEG TENNIS WED.	GENERAL FUND	SPECIAL CLASSES	364.00
	PEE WEE TENNIS THURS.	GENERAL FUND	SPECIAL CLASSES	144.95
	YOUTH BEG. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	413.40
	YOUTH INTERM. TENIS THURS	GENERAL FUND	SPECIAL CLASSES	324.35
	PEE WEE TENNIS SAT.	GENERAL FUND	SPECIAL CLASSES	170.75
			TOTAL:	2,950.65
KIWANIS CLUB OF LOS ALAMITOS				
	PERCENTAGE FROM BEER GARDE	GENERAL FUND	SPECIAL EVENTS	1,342.80
			TOTAL:	1,342.80
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE 10/20/21	GENERAL FUND	POLICE ADMINISTRATION	105.74
			TOTAL:	105.74
LIEBERT CASSIDY WHITMORE	COUNSEL- POA NEGOTIATIONS	GENERAL FUND	NON-DEPARTMENTAL	5,054.00
			TOTAL:	5,054.00

WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LISA HALL & ASSOCIATES, INC	TRANSLATE SPANISH	GENERAL FUND	ADMINISTRATION	75.00
	TRANSLATE- KOREAN	GENERAL FUND	ADMINISTRATION	95.00
	TRANSLATE- VIETNAMESE	GENERAL FUND	ADMINISTRATION	95.00
			TOTAL:	265.00
YING LIU	PORTRAIT WORKSHOP 09/26	GENERAL FUND	SPECIAL CLASSES	107.26
	PORTRAIT WORKSHOP 10/02	GENERAL FUND	SPECIAL CLASSES	97.50
	PORTRAIT WORKSHOP 10/09	GENERAL FUND	SPECIAL CLASSES	87.75
			TOTAL:	292.50
LOWE'S	HAND SHOVEL	GENERAL FUND	STREET MAINTENANCE	20.90
	MISC BUILDING MAINT. TOOLS	GENERAL FUND	STREET MAINTENANCE	100.49
	PLANTS FOR KATELLA ISLAND	GENERAL FUND	PARK MAINTENANCE	33.43
	INTERNET CABLE FOR FINANCE	GENERAL FUND	BUILDING MAINTENANCE	37.69
			TOTAL:	192.51
MISC. VENDOR	ADRIAN EUSEBIO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	ADRIAN EUSEBIO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	ANN LAM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	ANN LAM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	ALVARO RUIZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	73.00
	ALVARO RUIZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	BONNIE BENJAMIN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	201.00
	BONNIE BENJAMIN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	CHRISTINA PEREZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.26
	CHARLOTTE SHEETY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	73.00
	CHARLOTTE SHEETY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	5.00
	INGRID GUNTNER-PALSGROVE	GENERAL FUND	NON-DEPARTMENTAL	206.00
	JEN HANSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	47.00
	JULIE PEIFFER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	JULIE PEIFFER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	JENA GRIFFIN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	JENA GRIFFIN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	LINDA HO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	LINDA HO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	LILLIAN CLEARY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	44.00
	LAPONTI SANDERS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	96.00
	MINDEE LANDS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.86
	MAI IRAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	146.00
	MAI IRAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
	MILES WILLIAMS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	92.00
	MILES WILLIAMS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	PEGGY AVERY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	126.00
	QIN ZHANG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.26
	REBECCA CHAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	146.00
	REBECCA CEVERNA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
	RUI MALINOWSKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.86
	SANDY DURST:REFUND	GENERAL FUND	NON-DEPARTMENTAL	104.00
	SANDY DURST:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	TAMMY CARLSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	TAMMY CARLSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	TAMMY CARLSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	30.00
	TAMMY CARLSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	39.00
	TERRI WILLIAMS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.00
	TAPANA FOOWAONGSIT:REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
	TAPANA FOOWAONGSIT:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00

WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
YEN NGUYEN SUMMER HARVEST THE YOUTH CENTER	YEN NGUYEN-REFUND	GENERAL FUND	NON-DEPARTMENTAL	485.00
	SUMMER HARVEST-PAYMENT	GENERAL FUND	SPECIAL EVENTS	447.60
	THE YOUTH CENTER-PAYMENT	GENERAL FUND	SPECIAL EVENTS	447.60
			TOTAL:	3,582.44
MIKE PLANT & ASSOCIATES, INC.	VINYL BANNER- PET EXPO 10/	GENERAL FUND	SPECIAL EVENTS	144.17
			TOTAL:	144.17
NEWPORT EXTERMINATING	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	60.00
COMMUNITY MEDIA CORP.	PUBLIC NOTICE ORD NO 2021-	GENERAL FUND	CITY COUNCIL	160.00
	111221 PUBLIC NOTICE	GENERAL FUND	PLANNING	345.00
	STREET FAIR AD/ RACE LOS A	GENERAL FUND	SPECIAL EVENTS	1,300.00
			TOTAL:	1,805.00
NORTH STAR LAND CARE	LANDSCAPE MAINT. 10/2021	GENERAL FUND	PARK MAINTENANCE	7,079.66
			TOTAL:	7,079.66
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS. 10/14/21	GENERAL FUND	FINANCE	62.00
			TOTAL:	62.00
DIANA C. DREZ	LEARN AND GROW PLAYGROUND	GENERAL FUND	SPECIAL CLASSES	404.30
	SHAPING IT UP W/ ABC'S & I	GENERAL FUND	SPECIAL CLASSES	245.70
			TOTAL:	650.00
PRINTMASTERS	LOS AL TRUCK SEWER PROJECT	GENERAL FUND	COMMUNITY DEVEL ADMIN	874.00
	SHOP, EAT, PLAY, STAY BANN	GENERAL FUND	COMMUNITY DEVEL ADMIN	156.65
	HOUSING ELEMENT FOAM BANN	GENERAL FUND	PLANNING	152.95
	PICNIC TABLE SIGN 10/18/21	GENERAL FUND	PARK MAINTENANCE	191.19
	COROPRACT / PRESCHOOL BANN	GENERAL FUND	SPECIAL CLASSES	32.78
	WEEK OF LOS AL DOOR HANGER	GENERAL FUND	SPECIAL EVENTS	1,010.56
	COROPRACT / PRESCHOOL BANN	GENERAL FUND	SPECIAL EVENTS	120.17
			TOTAL:	2,578.30
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	750.00
			TOTAL:	750.00
MULTI SERVICE TECHNOLOGY SOLUTIONS, IN	STREET MAINTENANCE	GENERAL FUND	STREET MAINTENANCE	99.51
	PARK MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	260.00
	PARK MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	137.53
			TOTAL:	457.04
MCKENZIE RICKS	HOLIDAY COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	523.25
			TOTAL:	523.25
ROBERTSON INDUSTRIES, INC.	ROLL COAT MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	6,489.00
			TOTAL:	6,489.00
ROSSMOOR/LOS AL AREA SEWER	OCT/NOV/DEC 2021 PARKING R	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
SANEON PRO ADDABEL	YOUTH SPORTS SHIRTS	GENERAL FUND	SPORTS	163.78
	SEARVE LOS AL- T-SHIRTS	GENERAL FUND	SPECIAL EVENTS	770.41
			TOTAL:	934.19

WARRANT 11/02/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHERYL J. SCHNITZER	LINE DANCE (BEG/INT) 10/04	GENERAL FUND	SPECIAL CLASSES	33.80
			TOTAL:	33.80
SIR SPEEDY	BUSINESS CARDS- E. BOOTHE	GENERAL FUND	COMMUNITY DEVEL ADMIN	62.27
			TOTAL:	62.27
SPECTRUM SPORTS MANAGEMENT, INC.	MANAGEMENT OF LOS AL RACE	GENERAL FUND	SPECIAL EVENTS	4,157.16
			TOTAL:	4,157.16
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINTS (3) 09/2021	GENERAL FUND	NON-DEPARTMENTAL	96.00
	NON-EMPLOYEE FINGERPRINTS	GENERAL FUND	NON-DEPARTMENTAL	128.00
			TOTAL:	224.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. 09/2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
UNITED STATES POSTMASTER	POSTAGE FOR MAILING	GENERAL FUND	RECREATION ADMINISTRAT	1,607.86
	LOS AL BUCKS MAILER	AMERICAN RESCUE PL	INVALID DEPARTMENT	594.41
			TOTAL:	2,162.27
VERIZON WIRELESS	MDC 1-8; 10/11/21-11/10/21	GENERAL FUND	PATROL	304.08
	PD JETPACK; 10/11/21-11/10	GENERAL FUND	PATROL	76.02
	OFFICERS 14; 10/11/21-11/1	GENERAL FUND	PATROL	427.42
	DETECTIVES; 10/11/21-11/10	GENERAL FUND	INVESTIGATION	91.59
	CLO CHARGE; 10/11/21-11/10	GENERAL FUND	COMMUNITY OUTREACH	40.53
			TOTAL:	939.64
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,436.09
			TOTAL:	1,436.09
MICHELE M. WILKOSZ	ADV. GUITAR 09/27	GENERAL FUND	SPECIAL CLASSES	21.45
	ADV. GUITAR 10/04	GENERAL FUND	SPECIAL CLASSES	19.50
	ADV. GUITAR 10/25	GENERAL FUND	SPECIAL CLASSES	15.60
			TOTAL:	56.55

===== FUND TOTALS =====	
10 GENERAL FUND	116,604.83
50 GARAGE FUND	1,421.60
53 TECHNOLOGY REPLACEMENT	5,009.12
54 SELF INSURANCE TRUST	1,432.50
56 AMERICAN RESCUE PLAN ACT	594.41
GRAND TOTAL:	125,022.46

Retirees Medical Reimbursement

Date: November 01, 2021

Number of Transactions: 17

Total Batch: \$9,794.23

Payroll 10/15/2021

-----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	\$57.25	\$13.40	\$852.55	
10-511 City Manager/ City Clerk	\$18,276.24	\$15,637.36	\$0.00	\$0.00	\$2,638.88	\$2,419.37	\$2,921.36	\$12,935.51	
10-512 Finance	\$10,806.40	\$10,306.40	\$0.00	\$0.00	\$500.00	\$1,017.46	\$1,118.61	\$8,670.33	
10-521 Police Administration	\$21,990.00	\$21,192.40	\$447.60	\$447.60	\$350.00	\$3,546.75	\$3,399.15	\$15,044.10	
10-522 Police- Patrol	\$71,925.37	\$42,422.37	\$9,320.03	\$9,320.03	\$3,214.31	\$11,114.84	\$14,685.61	\$46,124.92	
10-523 Police- Investigation	\$14,360.31	\$12,038.40	\$0.00	\$0.00	\$1,149.26	\$3,704.75	\$2,149.07	\$8,506.49	
10-524 Police- Records	\$5,884.57	\$4,128.13	\$27.87	\$27.87	\$1,728.57	\$385.34	\$760.86	\$4,738.37	
10-526 Police- Community Outreach	\$2,149.00	\$1,991.25	\$132.75	\$132.75	\$25.00	\$165.25	\$346.86	\$1,636.89	
10-528 Police- Traffic	\$2,392.01	\$0.00	\$0.00	\$0.00	\$2,392.01	\$109.70	\$114.46	\$2,167.85	
10-529 Police- Emergency Preparedness	\$1,840.00	\$0.00	\$0.00	\$0.00	\$1,840.00	\$0.00	\$444.33	\$1,395.67	
10-531 Development Services- Administration	\$10,524.00	\$9,832.34	\$191.66	\$191.66	\$500.00	\$1,392.01	\$2,083.94	\$7,048.05	
10-532 Development Services- Planning	\$6,081.30	\$3,158.40	\$0.00	\$0.00	\$2,922.90	\$658.21	\$661.77	\$4,761.32	
10-533 Development Services- Neighborhood Preservation	\$2,658.11	\$0.00	\$0.00	\$0.00	\$2,658.11	\$99.69	\$239.89	\$2,318.53	
10-542 Development Services- Street Maintenance	\$10,257.60	\$8,910.40	\$0.00	\$0.00	\$450.00	\$1,827.15	\$1,090.01	\$7,340.44	
10-543 Development Services- Park Maintenance	\$3,794.29	\$2,464.80	\$90.85	\$90.85	\$660.95	\$562.68	\$376.31	\$2,855.30	
10-544 Development Services- Facility Maintenance	\$5,457.61	\$3,779.60	\$265.20	\$265.20	\$460.00	\$399.76	\$245.19	\$4,812.66	
10-551 Recreation Administration	\$19,459.89	\$16,854.40	\$1,010.40	\$1,010.40	\$1,595.09	\$3,616.93	\$2,491.63	\$13,351.33	
10-556 Recreation- Sports	\$18,614.15	\$0.00	\$354.09	\$354.09	\$18,260.06	\$598.01	\$1,356.85	\$16,559.29	
TOTALS	\$227,394.05	\$153,639.45	\$11,840.45	\$11,840.45	\$41,345.14	\$31,775.15	\$34,499.30	\$161,119.60	

REGULAR INPUT: 102 MANUAL INPUT: 0 CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 99

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee	Employer
Fed Taxes	\$28,938.87		\$25,854.03	\$3,084.84
State Taxes	\$8,645.77			
ICMA	\$3,686.73			
LosAl Police Reserves	\$20.00			
PD Association	\$1,399.97			
LosAl Employees Assoc	\$340.00			
Nationwide - Full Time	\$1,889.32			
Nationwide - PT	\$2,337.72		\$1,168.86	\$1,168.86
PERS Deferred Comp	\$1,305.98			
PERS	\$39,946.28		\$15,258.24	\$24,688.04
AFILAC				
PERS Medical	\$63,102.24			
Delta Dental PPO	\$4,063.12			
Delta Dental HMO	\$365.66			
VSP Vision	\$822.52			
Standard Self Admin	\$1,537.15			
Standard Life Optional	\$286.40			
TOTALS	\$158,687.73		\$42,281.13	\$28,941.74

DEDUCTION GRAND TOTALS

DESC	EARNINGS		DEDUCTIONS		TAXES		
	HRS	AMOUNT	ABSV	EMPLOYEE	EMPLOYER	DESC	EMPLOYEE
REG	3,826.00	\$153,388.30	I-125		\$558.87	FED W/H	\$22,768.69
PTRG	1,512.92	\$29,504.93	I-129		\$398.47	ST WH CA	\$8,645.77
PHEO	66.33	\$2,321.55	AFIPT		\$65.89	NEDI	\$3,084.84
OT	59.20	\$2,427.70	CLOAN		\$200.56		
OTS	210.49	\$17,480.58	DCICM		\$3,338.28		
CTOT	0.00	\$660.73	DCNW		\$1,889.32		
CAR	0.00	\$950.00	DCPRS		\$1,225.76		
CERT	0.00	\$45.09	DD1				
MEDR	0.00	\$4,550.00	DPO2		\$312.60		
SPAS	0.00	\$601.92	DPO3		\$222.65		
SFSK	0.00	\$340.40	DDM1		\$601.11		
OCWD	0.00	\$250.00	DDM3		\$8.11		
OCWE	0.00	\$160.00	DISAF		\$108.15		
UNIF	0.00	\$125.00	DCLIC		\$15.74		
UNIT2	0.00	\$125.00	DCLIC		\$148.45		
FTO	0.00	\$53.25	LARAD		\$80.22		
COMP	44.67	\$1,703.35	LAZAD		\$20.00		
EAU	42.00	\$2,198.40	LIFE		\$340.00		
EAA	36.00	\$-	LITD		\$190.62		
COMA	2.00	\$-	A LTD		\$102.37		
ELHO	12.67	\$449.29	MDINS		\$5,440.31		
SICK	60.58	\$1,757.29	PRBB		\$17,586.88		
VAC	113.33	\$5,732.12	PRBB		\$481.97		
EMSL	5.00	\$251.12	PRC2R		\$14.28		
POST4	0.00	\$55.00	PEPME		\$2,481.82		
POST5	0.00	\$200.00	PEPSE		\$2,790.67		
POST7	0.00	\$1,487.88	PEPSR		\$4,451.08		
POST8	0.00	\$575.12	POAS		\$4,495.62		
			PR0		\$1,399.97		
			PR2		\$1,650.48		
			PR4		\$6,256.24		
			PR5		\$11,145.51		
			PR6		\$1,920.87		
			PR7		\$2,028.76		
			PR8		\$1,222.72		
			RT-PT		\$696.70		
			SURV		\$1,168.86		
			VS1		\$42.78		
			VS2		\$79.80		
			VS3		\$38.15		
					\$123.48		

Payroll 10/29/2021

-----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	\$55.35	\$13.40	\$854.45	
10-511 City Manager/ City Clerk	\$21,456.45	\$14,482.07	\$0.00	\$5,336.09	\$1,638.29	\$2,021.41	\$3,900.34	\$15,534.70	
10-512 Finance	\$10,306.40	\$8,338.00	\$0.00	\$1,968.40	\$0.00	\$848.47	\$1,038.65	\$6,419.28	
10-521 Police Administration	\$20,911.20	\$20,463.60	\$0.00	\$447.60	\$0.00	\$2,585.23	\$3,201.31	\$15,124.66	
10-522 Police- Patrol	\$66,805.29	\$44,371.23	\$12,705.83	\$7,478.71	\$2,249.52	\$9,673.65	\$12,991.41	\$44,140.23	
10-523 Police- Investigation	\$15,054.98	\$10,000.72	\$1,867.32	\$2,037.68	\$1,149.25	\$2,728.39	\$2,572.09	\$9,754.50	
10-524 Police- Records	\$5,817.09	\$3,877.30	\$0.00	\$278.70	\$1,661.09	\$362.81	\$752.09	\$4,722.19	
10-526 Police- Community Outreach	\$2,338.17	\$1,997.89	\$189.17	\$126.11	\$25.00	\$44.30	\$407.87	\$1,740.12	
10-528 Police- Traffic	\$1,901.55	\$0.00	\$0.00	\$0.00	\$1,901.55	\$91.31	\$70.12	\$1,506.74	
10-529 Police- Emergency Preparedness	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$493.26	\$1,506.74	
10-531 Development Services- Administration	\$10,311.49	\$9,526.46	\$287.49	\$497.54	\$0.00	\$951.54	\$2,136.25	\$7,223.70	
10-532 Development Services- Planning	\$6,555.00	\$3,158.40	\$296.10	\$0.00	\$3,100.50	\$644.87	\$797.22	\$5,112.91	
10-533 Development Services- Neighborhood Preservation	\$3,211.74	\$0.00	\$0.00	\$0.00	\$3,211.74	\$120.44	\$279.68	\$2,811.62	
10-542 Development Services- Street Maintenance	\$9,010.40	\$7,790.20	\$0.00	\$1,120.20	\$100.00	\$1,445.64	\$905.48	\$6,659.28	
10-543 Development Services- Park Maintenance	\$3,996.32	\$2,464.80	\$369.72	\$0.00	\$1,161.80	\$297.35	\$461.71	\$3,237.26	
10-544 Development Services- Facility Maintenance	\$4,413.04	\$3,779.60	\$318.24	\$265.20	\$50.00	\$358.39	\$148.94	\$3,905.71	
10-551 Recreation Administration	\$17,909.89	\$17,182.82	\$0.00	\$681.98	\$45.09	\$2,722.64	\$2,253.70	\$12,933.55	
10-556 Recreation- Sports	\$19,151.25	\$0.00	\$0.00	\$0.00	\$19,151.25	\$718.22	\$1,355.40	\$17,077.63	
TOTALS	\$222,073.46	\$148,356.29	\$16,033.87	\$20,238.21	\$37,445.09	\$25,750.01	\$33,778.92	\$162,544.53	

REGULAR INPUT: 101 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 99

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$26,384.64	\$3,102.49
State Taxes	Employee	\$8,496.77	
ICMA	Employee	\$3,686.73	
LosAl Police Reserves	Employee	\$20.00	
PD Association	Employee	\$1,999.97	
LosAl Employees Assoc	Employee	\$0.00	
Nationwide - Full Time	Employee	\$1,889.32	
Nationwide - FT	Employee/ Employer	\$2,406.08	\$1,203.04
PERS Deferred Comp	Employee	\$1,305.98	
PERS	Employee/ Employer	\$36,952.88	\$23,961.72
AFLAC	Employee	\$163.26	
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employee		
Delta Dental HMO	Employer		
VSP Vision	Employee		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$86,705.63	\$41,476.35
			\$29,267.25

DEDUCTION GRAND TOTALS

EARNINGS		DEDUCTIONS		TAXES		
DESC	HRS	AMOUNT	ABRV	EMPLOYEE	EMPLOYER	DESC
REG	3,686.43	\$148,356.29	I-125		\$558.87	FED W/H
ETRG	1,669.00	\$31,439.67	I-119		\$398.47	ST WH CA
PHEO	54.33	\$1,901.55	AFLT		\$65.89	MEDI
OT	32.75	\$1,460.72	CLOAN		\$200.56	
OTS	168.33	\$13,221.50	DCICM		\$3,538.28	
CTOT	8.00	\$544.29	DCNW		\$1,889.32	
STBY	12.00	\$807.36	DCPRS		\$1,225.76	
CERT	0.00	\$45.09	DISAF		\$15.74	
SPRS	0.00	\$601.92	DLIC		\$148.45	
SFSK	0.00	\$340.40	DLPE		\$80.22	
OCWD	0.00	\$250.00	LARAD		\$20.00	
OCWE	0.00	\$160.00	PRSB9		\$481.97	
UNIF	0.00	\$125.00	PC2R		\$14.28	
UN12	0.00	\$125.00	PEFMS		\$2,461.82	
FIO	0.00	\$138.46	PEFMR		\$2,828.61	
COMP	2.00	\$86.66	PEPSE		\$4,465.06	
EAU	30.00	\$1,362.48	PEPSR		\$4,480.20	
EAA	48.00	\$-	POAS		\$1,399.97	
COMA	45.38	\$-	PRM8		\$1,650.48	
FIHO	32.41	\$1,252.32	PRSMR		\$6,333.89	
SICK	168.00	\$5,536.70	PRSSR		\$10,389.26	
VAC	153.16	\$7,819.25	PRSB4		\$1,920.87	
POST4	0.00	\$55.00	PRSAF		\$2,028.76	
POST5	0.00	\$200.00	PRM34		\$1,222.72	
POST7	0.00	\$1,487.88	PRMAF		\$696.70	
POST8	0.00	\$575.12	RT-PT		\$1,203.04	
POVA	80.00	\$4,160.80	SURVI		\$42.78	

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

REGULAR MEETING – October 18, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 5:06 p.m., Monday, October 18, 2021, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Chirco presiding.

2. ROLL CALL

Present: Council Members: Bates (arrived at 5:45 p.m.), Doby, Nefulda, Mayor Pro Tem Hasselbrink, Mayor Chirco

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Chris Kelley, City Engineer
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Coordinator

3. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Los Alamitos Police Officers Association
Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Unrepresented Employees: Executive Management, Middle Management and Non-Management Employees
Authority: Government Code Section 54957.6

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into Closed Session at 5:05 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:06 p.m.

City Attorney Daudt stated there was no reportable action and advised Council Member Bates had arrived at 5:45 p.m.

4. PLEDGE OF ALLEGIANCE

Council Member Bates led the Pledge of Allegiance.

5. INVOCATION

Council Member Nefulda gave the Invocation.

6. PRESENTATION

Mayor Chirco presented awards to the recipients.

- A. Presentation of Certificates of Recognition to Los Alamitos Tribe U14 Rugby Boys Club in Recognition of Winning the Southern California Youth Rugby Championship (SCYR)**
- B. Presentation of a Proclamation in Recognition of “Code Enforcement Officer Appreciation Month” to City of Los Alamitos Code Enforcement Officers Javier Marquez, Jonathon Jennings, Riley Hill, and Herbert Manansala**
- C. Presentation of a Proclamation to Guy and Miriam McAllister of All American Sign Co., Inc. in Recognition of “Small Business Saturday”**

7. ORAL COMMUNICATIONS

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

Mayor Chirco opened Oral Communications.

Shelley Henderson, OC Breeze Editor, spoke in opposition to the California draft visualizations for new district lines and encouraged residents to participate in the process by visiting www.wedrawthelinesca.org.

Mayor Chirco closed Oral Communications.

8. 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 Doby spoke regarding attendance at the Orange County Mosquito and Vector Control District Board meeting and gave recommendations for Kampi Sushi House, ABC Pool and Supplies, AIM Mail center, Nick's Deli, Firehouse Café, Teofilo Coffee, and Los Alamitos Doughnuts.

Council Member Nefulda spoke regarding attendance at the West Cities Police Communications Center (West-Comm) Board meeting and Taste of Los Al.

Council Member Bates spoke regarding the importance of Code Enforcement Officers working with the Police department in regards to illegal massage establishments and attendance at the League of California Cities Annual Conference and Military Affairs Committee meeting.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the Opening Ceremony for the Air Show at the Joint Forces Training Base, Huntington Beach Air Show, High School Choir Show "Broadway Review", and Taste for Los Al. She advised of the upcoming Trunk or Treat at Little Cottonwood Park and stated the proposed Veteran's Cemetery in Orange County has been approved by 33 of 34 Orange County cities.

Mayor Chirco spoke regarding attendance at the Orange County Sanitation District Board meeting, Administration Committee meeting, Opening Ceremony for the Air Show at the Joint Forces Training Base, and Heroes Lunch, and the October 11th Special Council meeting. He advised of the upcoming Trunk or Treat and encouraged residents to get their flu shots.

9. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received an update on the Trunk or Treat event taking place on October 23, 2021 from 5:00-7:30 p.m. at Little Cottonwood Park.

10. WARRANTS

Council Member Bates asked and received clarification on the following items:

- Three sets of warrants were due to an extra pay period
- Page 6, New York Marine is the attorney that represents the City in small claims

- IT equipment expenditures due to robust replacement policy as new programs are being implemented
- Page 15, Control Link is the online system to control the lighting at Laurel Park

Motion/Second: Hasselbrink/Bates

Unanimously Carried: The City Council ratified the Warrants for the period from September 8, 2021 to October 6, 2021, in the amount of \$1,918,782.71

ROLL CALL

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

11. 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 asked questions on items 11C, D, and G.

Motion/Second: Bates/Doby

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

A. Approval of Minutes (City Clerk)

Approved the City Council Regular Minutes of September 20, 2021 and Special Minutes of October 11, 2021.

B. Adopt Ordinance No. 2021-03 – Single Family Residential Parking Requirement (Development Services)

At its regular meeting of September 20, 2021, the City Council introduced for first reading Ordinance Number 2021-03. This document would adopt a Zoning Ordinance Amendment (ZOA 21-02) amending Table 3-05 of Section 17.22.030 of the Los Alamitos Municipal Code. The proposed Ordinance would limit parking requirements for single family dwelling units to two enclosed garage spaces in any zone.

The City Council adopted Ordinance No. 2021-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 17.22.030, TABLE 3-05 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE PARKING STANDARDS FOR SINGLE FAMILY RESIDENTIAL UNITS (ZOA 21-02) (CITYWIDE) (CITY INITIATED)."

C. Amendment No. 1 to Professional Services Agreement with Bordin Semmer LLP for Defense Counsel (Administration)

The purpose of this report was to seek approval to amend the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as-needed outside legal defense counsel.

Council Member Bates and Staff discussed the reasoning to not rebid the service was because the current rate was reasonable and competitive with the market rate and Staff is happy with the service.

The City Council authorized the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as needed outside legal defense counsel.

D. Amendment No. 3 to Professional Services Agreement with AdminSure Inc. for Claims Administration Services (Administration)

The purpose of this report was to seek approval of the third amendment of the Professional Services Agreement with AdminSure Inc., to extend the term of the agreement to October 18, 2026 and to adjust the related fee schedule.

Council Member Bates and Staff discussed the rate was below the established market rate and the continuity with open claims was desirable.

The City Council authorized the Mayor to execute Amendment No. 3 to the Professional Services Agreement with AdminSure Inc., extending the term to October 18, 2026 and adjusting the related fee schedule.

E. Acceptance of Street Dedications Along Briggeman Drive and Serpentine Drive at 10650 Los Alamitos Boulevard for Street Purposes (Development Services)

Approval to record 10 feet of street dedication along Briggeman Drive and 4 feet of street dedication along Serpentine Drive at two driveways, from Sukima Hospitality Group, LLC, property located at 10650 Los Alamitos Boulevard, which is ready for submission to the County Recorder's Office.

The City Council:

1. Adopted Resolution No. 2021-22, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING 10 FEET OF STREET DEDICATION ALONG BRIGGEMAN DRIVE AND 4 FEET OF STREET DEDICATION ALONG SERPENTINE DRIVE AT TWO DRIVEWAYS FROM SUKIMA HOSPITALITY GROUP, LLC, PROPERTY LOCATED AT 10650 LOS ALAMITOS BOULEVARD."

2. Directed the City Clerk to record the street dedication by submitting maps to the County of Orange Recorder's Office.

F. Award of Plans and Specifications for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01)

(Development Services)

This report recommended award of a bid to begin facilitating the construction of the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01). This project will install new arterial signs at traffic signals citywide. The previous Arterial Street Sign Replacement Project (CIP No. 19/20-04) in 2020 installed signs along Los Alamitos Boulevard from Cerritos Avenue to Bradbury Road.

The City Council:

1. Awarded construction for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01) in the amount of \$31,140.00 to Yunex Traffic; and,
2. Authorized the Mayor to execute the contract with Yunex Traffic for the project; and,
3. Authorized City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$3,140.00.

G. Approval of Professional Services Agreement with Charles Abbott Associates for Electronic Plan Check System and Customer Portal for the Building and Safety Division

(Development Services)

This item seeks approval of Professional Services Agreement (PSA) with Charles Abbott Associates (CAA) to provide electronic plan check services and customer portal for the Building & Safety Division.

Council Member Bates and Staff discussed the City's process of transitioning to electronic plan check system in response to COVID and the ability to migrate to another system in the future if needed.

The City Council authorized the Mayor to execute the Professional Services Agreement with Charles Abbott Associates for electronic plan check services and customer portal via the City Tech Solutions (CTS) Pro Software for a term of two years in the amount of \$31,000.

H. Approval of the Request for Proposals (RFP) 2021-10 for the purchase of one (1) Mobile Performance Stage

(Development Services)

This report sought approval to facilitate the solicitation of bids for the

purchase and delivery of one (1) Mobile Performance Stage.

The City Council:

1. Approved the Request for Proposals (RFP) 2021-10 for the purchase and delivery of one (1) Mobile Performance Stage; and,
2. Authorized Staff to advertise and solicit bid proposals.

12. ORDINANCE

A. Ordinance No. 2021-04 – Purchasing Ordinance Amendment (Finance)

At its August 23, 2021 Special Meeting, the Budget Standing Committee considered a proposed amendment to Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code. At that time, the Budget Standing Committee directed staff to return with a revised ordinance establishing: (1) a \$50,000 threshold for the “formal” procedure for purchase of supplies and equipment; and, (2) a \$50,000 limit on the City Manager’s contract authority for personal, professional, and consulting services. Ordinance No. 2021-04, attached to this report, incorporates the directed changes.

This report recommends approval of Ordinance No. 2021-04 amending Los Alamitos Municipal Code Chapter 2.60 (Purchasing System). The proposed Ordinance would increase the monetary thresholds for formal, open market, and City department contract procedures for the purchase of supplies and equipment, increase the City Manager’s contract authority for the acquisition of personal, professional, consulting or other services, and make other revisions intended to streamline the procurement process and provide anticipated gains in efficiency.

Finance Director Koehler summarized the staff report and confirmed the City Manager new authority would still operate within an approved budget by Council.

Motion/Second: Bates/Nefulda

Unanimously Carrie: The City Council:

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2021-04; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-04, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE.”

13. DISCUSSION ITEM

A. Establishment of a 501(c)(3) non-profit City of Los Alamitos Foundation (Recreation)

This agenda item provides an opportunity to discuss the possibility of creating a 501(c)(3) non-profit City of Los Alamitos Foundation.

Recreation and Community Services Director Noda summarized the staff report.

City Council and Staff discussed an estimated six months to establish a foundation and the benefit of soliciting donations as a nonprofit.

Council consensus was received to approve the concept of a Foundation and Staff was directed to bring back a detailed report for discussion.

Recommendation:

1. Review and discuss the intent of establishing a City Foundation; and,
2. Provide direction to Staff regarding establishing a City Foundation.

14. ADJOURNMENT

The City Council adjourned at 7:01 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – November 8, 2021

1. CALL TO ORDER

The City Council met in Special Session at 6:06 p.m., Monday, November 8, 2021, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Chirco presiding.

2. ROLL CALL

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

Absent: Council Members:

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk

3. SPECIAL ORDERS OF THE DAY

A. Consideration of Providing Public Input to the 2020 California Citizens Redistricting Commission (City Clerk)

The 2020 California Citizens Redistricting Commission (Commission) is in the process of drawing new district lines for California's boundaries of its Congressional, State Senate, State Assembly and State Board of Equalization districts. This is an opportunity for Council to provide input to the Commission. Additional information and the information contained in this report come directly from the Commission website: <https://www.wedrawthelinesca.org/>.

City Clerk Quintanar summarized the Staff report and answered questions from the City Council.

City Council discussed the following topics:

- This was a fluid process done every 10 years at the State level
- This process would not change the City of Los Alamitos boundaries
- Support for staying in Districts with orange County cities of similar size
- Importance of having Orange County representation, especially in regards to shared services of orange County Fire Authority, Sanitation district, and orange County Transportation Authority
- Concern a Los Angeles County representative would not be well apprised of the concerns of Los Alamitos

- This process would not change the School District
- Encouraged residents to visit www.wedrawthelinesca.org to voice their opinions

Motion/Second: Hasselbrink/Bates

Unanimously Carried: The City Council adopted Resolution No. 2021-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE CITY REMAIN IN AN ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT BASED IN ORANGE COUNTY TO ENSURE THE CONCERNS OF OUR COMMUNITY AND ELECTORATE CAN BE ADEQUATELY ADDRESSED".

4. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
 Employee Organization: Los Alamitos Police Officers Association
 Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
 Employee Organization: Teamsters Local 911
 Authority: Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
 Unrepresented Employees: Executive Management, Middle Management and Non-Management Employees
 Authority: Government Code Section 54957.6

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
 Authority: Government Code Section 54957

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into Closed Session at 6:14 p.m.

RECONVENE

The City Council reconvened in Special Session at 7:03 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT

The City Council adjourned at 7:03 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11B

To: Mayor Marc A. Chirco & Members of the City Council

Presented By: Craig Koehler, Finance Director

Subject: Ordinance No. 2021-04 – Purchasing Ordinance Amendment

SUMMARY

At its regular meeting of October 18, 2021, the City Council introduced for first reading and waived further reading of Ordinance Number 2021-04. This document will amend Los Alamitos Municipal Code Chapter 2.60 (Purchasing System) to increase the monetary thresholds for formal, open market, and City department contract procedures for the purchase of supplies and equipment; increase the City Manager's contract authority for the acquisition of personal, professional, consulting or other services; and, make other revisions intended to streamline the procurement process and provide anticipated gains in efficiency.

RECOMMENDATION

Adopt Ordinance No. 2021-04, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE".

BACKGROUND

The City's procurement regulations, policies and procedures are codified at Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code (the "Purchasing Ordinance"). The Purchasing Ordinance was last amended in 2019. City Staff recommends the proposed amendments to the Purchasing Ordinance based on its experience working with the existing code and following a review of purchasing regulations in surrounding jurisdictions. The proposed Ordinance is intended to streamline the procurement process and provide anticipated gains in efficiency.

DISCUSSION

If approved by the City Council, proposed Ordinance No. 2021-04, would amend LAMC § 2.60 to read as follows:

Purchasing Procedure	Existing Threshold	Proposed Threshold
Formal (§ 2.60.030)	\$20,000	\$50,000
Open Market (§ 2.60.040)	\$5,000 – \$20,000	\$5,000 - \$50,000
City Manager Purchasing Authority (§ 260.130 B.)	\$20,000	\$50,000
City Council Review - Formal Award of Non - Public Project Service Contracts (§ 260.140 A.)	\$20,000	\$50,000

FISCAL IMPACT

There is no direct, explicit fiscal impact to modifying the purchasing Ordinance. However, it is anticipated that the proposed Ordinance will result in administrative cost savings due to the increased efficiency arising from the increase in threshold amounts, City Manager contract authority, and streamlining of procurement processes.

Submitted by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance No. 2021-04

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE

WHEREAS, the City's procurement regulations, policies and procedures are codified at Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code (the "Purchasing Ordinance"); and,

WHEREAS, the Purchasing Ordinance establishes three categories of procedures for the purchase of supplies and equipment based on dollar amounts. The "formal" procedure applies to purchases of supplies and equipment with an estimated value greater than \$20,000. The "open market" procedure applies to purchases of supplies and equipment with an estimated value between \$5,000 and \$20,000. Lastly, the purchasing officer may authorize a city department to directly purchase or contract for supplies and equipment with a not to exceed value of \$1,500; and,

WHEREAS, the City Manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies without prior approval of the City Council when the amount of the contract is less than \$20,000; and,

WHEREAS, the Purchasing Ordinance was last amended in 2019; and,

WHEREAS, an increase to the monetary purchasing thresholds and other revisions to the Purchasing Ordinance are desired to improve efficiency and enhance City procurement of necessary supplies, equipment and services.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 2.60.030 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

"2.60.030 Formal contract procedure.

Except as otherwise provided herein purchases and contracts for supplies and equipment of estimated value greater than fifty ~~twenty~~ thousand dollars (~~\$50,000.00~~ ~~\$20,000.00~~) shall be awarded by written contract approved by the city council to the most qualified vendor pursuant to the procedure prescribed herein.

A. Request for Proposals. A request for proposals solicitation document shall be publicly noticed and made available to prospective vendors. The request for proposals shall describe the requested supplies and equipment in general terms,

how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of proposals.

1. Published Notice. The request for proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may include publication in an adjudicated newspaper of general circulation, printed and published in the city, posting in at least three public places within the city that have been designated by resolution as the places for posting public notices, and/or a public bulletin board in City Hall.

B. Proposal Opening Procedure. Proposals shall be submitted to the purchasing officer and shall be identified as formal competitive proposals on the outside of the sealed envelope. Proposals shall be opened in public at the time and place stated in the request for proposals. A tabulation of all proposals received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the proposal opening.

C. Rejection of Proposals. At its discretion, the city council may reject any and all proposals presented for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for proposals.

D. Award of Contracts. Contracts shall be awarded by the city council to the lowest cost proposer, except as otherwise provided herein, consistent with the most qualified vendor selection criteria set forth below.

1. Most Qualified Vendor. In determining the most qualified vendor, consideration is to be given to price, quality, and performance of the supplies or equipment to be purchased. Criteria for determining the most qualified vendor shall include but not be limited to the following:

- a. The cost and quality of the supplies or equipment;
- b. The ability, capacity, and skill of the vendor to perform the contract and to provide the supplies or equipment requested;
- c. The ability of the vendor to provide the supplies or equipment requested promptly or within the time specified, without delay, interference, or service interruption;
- d. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- e. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- f. The quality of vendor's performance history and record on previous purchases or contracts with the city;

- g. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the supplies or equipment purchased; and
- h. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

E. Performance Bonds. The purchasing officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering a contract in such amount as may be reasonably necessary to protect the best interest of the city. If the city council requires a performance bond or other form of security or guarantee, the form and amount of the bond, security or guarantee shall be described in the request for proposals, and the performance bond, security or guarantee shall be in a form approved by the city attorney.

SECTION 3. Section 2.60.040 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.040 Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of between five thousand dollars (\$5,000.00) and ~~twenty~~ fifty thousand dollars (~~\$20,000.00~~ \$50,000.00) may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 2.60.030, but the following procedures shall be followed:

A. Minimum Number of Bids. Open market purchase shall, wherever possible, be based on at least three bids and shall be awarded to the lowest cost bidder, consistent with the most qualified vendor selection criteria set forth in Section 2.60.030.

B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors, and/or by telephone, and/or by public notice posted on a public bulletin board in City Hall and/or published on the city’s official website...”

SECTION 4. Section 2.60.070 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.070 Bidding.

Purchases of supplies and equipment shall be by bid procedures pursuant to Sections 2.60.030 and 2.60.040. Bidding shall be dispensed with only when an emergency requires that an order be placed with a known available source of supply, when the amount involved is less than five thousand dollars (\$5,000.00), or when the commodity can be obtained from only one vendor. In addition, the City Manager or his/her designee shall promptly notify the Mayor, or Mayor Pro Tem in their absence, of any such emergency purchase.

SECTION 5. Section 2.60.130 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.130 City Manager purchasing authority—Informal award of non-public project contracts.

A. Exemption for Personal, Professional, and Consulting Services. Except as provided in this section and Section 2.60.140, contracts involving the acquisition of personal, professional, consulting, or other services shall not be subject to the terms of this chapter.

B. City Manager Authority to Contract for Personal, Professional, and Consulting Services. The city manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the city council when the amount of the contract is less than fifty ~~twenty~~ thousand dollars (\$50,000.00) ~~(\$20,000.00)~~ and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost.”

SECTION 6. Section 2.60.140 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.140 City Council review—Formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services. The city council shall review and approve the scope of services prepared for every personal, professional, or consulting services contract of more than ~~twenty~~ fifty thousand dollars ~~(\$20,000.00)~~ (\$50,000.00). Contracts for personal, professional, or consulting services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The city may consider the cost of personal, professional, or consulting services if the authorized contracting party (i.e., the city council or city manager, as applicable) determines it to be a relevant factor under the circumstances”

[No changes to Subsections B. and C. of Section 2.60.140]

SECTION 7. 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 8. 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 November 2021.

Marc A. Chirco, 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 Ordinance No. 2021-04 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of October, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 15th day of November, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11C

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Craig Koehler, Finance Director

Subject: Resolution No. 2021-26 – Annual Investment Policy

SUMMARY

This report outlines the City's Investment Policy, which provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio.

RECOMMENDATION

Adopt Resolution No. 2021-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2021."

BACKGROUND

The Investment Policy provides the guidelines for prudent investment of the City's reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio. The City's Investment Policy is reviewed on an annual basis for submission and approval by the City Council.

The City's investment portfolio consists primarily of Certificates of Deposit, U.S. Government Agency Securities and investment in the Local Agency Investment Fund (State Investment Pool).

The Investment Policy was drafted using resources from the Government Finance Officers Association (GFOA) best practices and advisories and the California Debt and Investment Advisory Commission guidelines.

The Investment Policy is also based on the principles of prudent money management and conforms to all applicable Federal and State Laws governing the investment of public funds. The primary purposes are to preserve the funds safely by mitigating credit and interest rate risks, to have sufficient liquid portfolio to meet all daily cash flow and

operating requirements, and lastly to achieve a high yield. The Policy attached fulfills these objectives. It should be noted that City's permitted investments are more restrictive than the State guidelines.

DISCUSSION

No changes have been proposed to the Investment Policy from the prior year.

FISCAL IMPACT

The City's pooled investment portfolio is projected to earn the General Fund approximately \$229,000 in Fiscal Year 2021-22, which is in line with the amount that has been budgeted.

Prepared by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

*Attachments: 1. Resolution No. 2021-26
 2. Exhibit A – Investment Policy*

RESOLUTION NO. 2021-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2021

WHEREAS, Government Code 53646(a) (2) states that the treasurer of a local agency may annually present a statement of investment policy to the legislative body; and,

WHEREAS, it is the City's policy to annually adopt the Statement of Investment Policy; and,

WHEREAS, the Statement of Investment Policy is intended to provide guidelines for the prudent investment of the City's temporarily idle cash and to outline the policies for maximizing the efficiency of the City's cash management system.

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 of the City of Los Alamitos hereby adopts the Statement of Investment Policy, dated November 2021 attached hereto as Exhibit "A."

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

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2021.

Mark A. Chirco, 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 15th day of November 2021, by the following vote, to wit:

AYEs:	COUNCILMEMBERS: Doby, Murphy, Chirco, Grose, Hasselbrink
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Statement of Investment Policy November 2021

This Statement of Investment Policy ("Policy"), as set forth by the City of Los Alamitos ("City"), provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio.

This Policy is based on the principles of prudent money management and conforms to all applicable Federal and State Laws governing the investment of public funds. In instances in which the Policy is more restrictive than Federal or State Law, the Policy will supersede.

1. Purpose: This statement sets forth policies which shall govern the investment of the City's funds. It will be used by the City Treasurer and other City officials and staff, as well as all other third-party providers of investment or investment related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio, in compliance with the requirements of California Government Code Section 53600 et. seq.

2. Application: It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. These funds are described in the City's annual financial report and include:

General Fund
Special Revenue Funds
Capital Projects Funds
Internal Service Funds

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This investment policy does not apply to Bond Proceeds. California Government Code Section 5922(d) authorizes bond, certificates of participation notes and other debt issue proceeds to be invested in accordance with the related offering documentation. This Code Section recognizes the unique needs and objectives of such proceeds.

3. Regulation:

A. Investment Objectives

It is the policy of the City to invest public funds in a manner which will provide for the preservation of capital while meeting the daily cash flow requirements of the City, and attaining a reasonable rate of return within an acceptable and defined level of risk.

The Policy has three primary objectives in order of priority:

Preservation of Capital (Safety) – The protection of principal is the foremost consideration when undertaking investment decisions that affect public funds. The objective is to mitigate credit risk and interest rate risk.

Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:

Limiting investments to the safest types of securities.

Pre-qualifying accountants, auditors, financial institutions, broker/dealers, financial advisors and other outside consultants with which the City does business.

Diversifying the investment portfolio so that potential losses are minimized

Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:

Holding individual securities to maturity - Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.

Limiting maturities of individual securities and the average maturity of the overall portfolio.

Liquidity – the investment portfolio shall remain sufficiently liquid to meet all daily cash flow and operating requirements that may be reasonably expected or anticipated.

Yield – the investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, consistent with the primary objectives of safety and liquidity.

B. Legal and Policy Constraints

The authority governing investments for municipal government agencies is set forth in the California Government Code Section 53600, et. seq. In all instances, the City of Los Alamitos shall comply with the requirements of state law.

In addition to the requirements of state law, it is the investment philosophy of the City to make investment decisions based on an overall passive management style that embodies a prudent investor standard and purchases investments with the intent to hold until maturity.

Accordingly, the City's conservative philosophy prohibits active trading and speculation; i.e., the purchase of securities with the intent to profit from favorable market changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited. However, the City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or City needs.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

C. Safekeeping of Securities

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department. Designated third party shall act as agents for the City under the terms of a custody agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent. Investment officials shall be bonded to protect the public against possible embezzlement or malice. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

D. Maturity and Term

California Government Code Section 53601 states that except as otherwise allowed:

No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, which at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment.

The City of Los Alamitos administers funds according to cash flow requirements. As a result, there is a core of funds that are not necessary for the daily operational needs of the City for paying expenses. From time to time market conditions of fixed income markets present opportunities for higher interest rates on high grade securities with a low risk exposure. It is in the best interest of the City of Los Alamitos to practice a fully diversified investment plan that will ensure safety, liquidity, and the increase of acceptable yield from these situations.

To the extent possible, the City of Los Alamitos will attempt to match its investments with anticipated cash flow requirements.

Maturities of investments will be selected based on liquidity requirements to minimize interest rate risk and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly.

Market risk, the risk of market value fluctuations due to changes in the general level of interest rates, is mitigated by limiting the weighted average maturity of the portfolio along with a laddered structure. The weighted average maturity of the pooled portfolio should not exceed three years. At least 30% of the portfolio should have a maturity of 1 year or less with the balance of the portfolio laddered with maturities ranging from 1 to 5 years. No securities can be purchased with a maturity greater than five years without the prior approval of the City Council.

E. Investment Authority

The City Treasurer is authorized to make investments on behalf of the City of Los Alamitos. Such investments shall only be limited to the instruments authorized under California Government Code Sections 53601 and 53635 and further described in Appendix A and B.

All investments of the City of Los Alamitos shall be approved by the City Manager.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

Officers and employees of the City of Los Alamitos involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Treasurer any material financial interests in financial institutions that conduct business with the City of Los Alamitos, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City of Los Alamitos, particularly with regard to the time of purchases and sales. The City Treasurer shall make similar disclosures to the City Council. Under no circumstances shall investment officers or employees accept gifts, trips, or any type of gratuity from individuals or institutions engaged in investment practices with the City of Los Alamitos.

F. Transfer of Investment Funds

The transferring of investment funds will be carried out exclusively by use of telephonic or electronic wire transfers. Each entity with which the City does business shall receive, in writing from the City Treasurer, a listing which limits transfers of funds to preauthorized bank accounts only. The listing will also contain the names of City staff authorized to request such transfers and will be updated, in writing, for all changes of authorized staff and bank accounts, as necessary.

G. Deposits

Money must be deposited in state or national banks, state or federal savings associations, or state or federal credit unions in the State of California. It may be in inactive deposits, active deposits or interest-bearing active deposits. The deposits cannot exceed the amount of the bank's, savings and loan's or credit union's paid up capital surplus.

The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. The investment officer may, at his/her discretion, waive security for that portion of a deposit which is insured pursuant to federal law. Currently, the first \$250,000 of a deposit is federally insured. It is the City's policy to waive this collateral requirement for the first \$250,000 because it is possible to receive a higher rate.

The City will not maintain a deposit that is above the FDIC insured level. This will include the accrued interest on the deposit.

H. Permitted Investments

Investments shall be made only in those instruments specifically authorized by California State laws (Government Code Sections 53600-53609), and to no greater an extent than those authorized by those laws.

The City's specific permitted investment guidelines are listed below. It should be noted that City's permitted investments are more restrictive than the State guidelines. A Glossary and a summary of the State of California Statutes Applicable to Municipal Investments and is provided in Appendix A and B.

Investment Type:	Maximum Maturity:	Maximum Percentage of Portfolio:	Maximum Investment in One Issuer
U.S. Treasury Bills, Notes and Bonds	5 Years	None	None
Federal Agency Obligations	5 Years	None	None
Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	30%	None
Non-Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	None	\$250,000
Local Agency Investment Fund (LAIF)	N/A	None	None

** Denotes a collateral requirement either initially, or at a pre-determined threshold. Please refer to Collateral section of the Policy for specific requirements.*

State and Federal laws notwithstanding, any investment not specifically described herein including, but not limited to, reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investments trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, unregulated and/or uninsured investment pools, common stock, preferred stock, commodities, precious metals, securities with high price volatility, limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard are strictly prohibited. In addition, any investment transaction that might impair public confidence in the City of Los Alamitos government is to be avoided.

I. Diversification

The City of Los Alamitos shall diversify its investments by security type and institution. The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types and maturities. The City will only invest in fixed rate securities.

J. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return, throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.

Since the weighted average maturity of the pooled portfolio cannot exceed three years, the investment portfolio shall be designed to attain a market-average rate of return comparable to the Merrill Lynch 1-5 Year Federal Agency Index, on a total return basis, excluding the funds maintained in money market accounts.

K. Reporting

In accordance with California Government Code Sections 53607 and 53646, the City Treasurer and the City Manager shall render quarterly reports to the City Council showing: (a) type of investment; (b) institution; (c) date of maturity; (d) amount of deposit; (e) current market value for all securities with a maturity of more than twelve (12) months; (f) rate of interest on each security; and (g) such other data as the City Council may, from time to time, specify. (This section is applicable when the City Treasurer has invested in other types of securities other than LAIF.)

The City Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

L. Policy Review

1. Annual Statement of Investment Policy

The City Treasurer and the City Manager shall annually render to the City Council a Statement of Investment Policy which Statement shall be adopted by the City Council.

2. Periodic Review

To ensure a statement which is consistent with any new relevant legislation and financial trends, the City Treasurer shall periodically report to the City Council proposed changes and amendments to this document for review and approval. In any event, all changes in state law affecting this policy shall be

considered incorporated immediately upon their effective date unless otherwise adopted earlier by action of the City Council.

M. Qualified Dealers

The City of Los Alamitos shall purchase authorized investments either directly from the issuer or shall be purchased either from an institution licensed from the State as a broker dealer, as defined in the Corporations Code, or from a member of the federally regulated securities exchange, from a national or state chartered bank, from a savings association or federal association, or from a brokerage firm designated as a primary or regional government dealer.

The City Treasurer will maintain a list of financial institutions formally authorized to provide investment services. The City Treasurer shall formally authorize investment brokers to provide investment services to the City. Investment Brokers may be Primary Dealers or Regional Brokers and licensed to do business in the State of California. Brokers must complete a broker questionnaire which includes proof of Financial Industry Regulatory Authority (FINRA) certification, proof of State registration and execute a certification that the Broker's employees and supervisory personnel have read and understand the City's Investment Policy. The City Treasurer may conduct periodic reviews of the approved list of investment brokers and may remove a firm from the approval list at any time due to any failure to comply with any of the above criteria, failure to execute a transaction, any change in broker/dealer staff, or any action, event or failure to act which, in the sole discretion of the City Treasurer, is materially adverse to the best interest of the City of Los Alamitos.

APPENDIX A

DEPOSITORY SERVICES

Active deposits are demand or checking accounts which receive revenues and pay disbursements.

Interest-bearing active deposits are money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

Inactive deposits are Certificates of Deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

Passbook savings account is similar to an inactive deposit except not for a fixed term. The interest rate is much lower than Certificates of Deposit, but the savings account allows for flexibility. Funds can be deposited and withdrawn according to daily operational needs.

INVESTMENT SECURITIES

U.S. Treasury Issues are direct obligations of the United States Government. These issues are called bills, notes, and bonds. The maturity range of new issues is from 13 weeks (T-Bills) to 30 years (T-Bonds). These are highly liquid and are considered the safest investment security.

Federal Agency Issues are issued by direct U. S. Government agencies or quasi-government agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes, Federal Home Loan Mortgage Corporation (FHLMC) notes, Federal Intermediate Credit Bank (FICB) debentures, Small Business Administration (SBA) notes, Government National Mortgage Association (GNMA) notes, and Student Loan Association (SALLMAE) notes.

Certificates of Deposit are investments for inactive funds issued by banks, savings and loans, and credit unions. Investments of \$250,000 are insured respectively by Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance Fund (NCUSIF). Certificates of Deposit can be issued from 14 days to several years in maturity allowing the City investment of funds to be matched to cash flow needs. For deposits exceeding \$250,000, the financial institution is required to collateralize the investment with 110% government securities. The City does not accept 150% collateral (First Trust Deeds) or 105% Letters of Credit (L.C.).

A Non-Negotiable Certificate of Deposit is a promissory note issued by a depository institution (such as a bank, credit union, a saving association, etc.) that usually carries a penalty for early withdrawal and does not have a CUSIP.

Negotiable Certificates of Deposit are issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank and are assigned a CUSIP.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high

liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

The State keeps an amount for reasonable costs of making the investments. State law provides that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year.

CUSIP (Committee on Uniform Security Identification Procedures) is a nine-character alphanumeric code that identifies a North American financial security for the purposes of facilitating clearing and settlement of trades.

APPENDIX B

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2021)^A APPLICABLE TO ALL LOCAL AGENCIES^B

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^C	MAXIMUM SPECIFIED % OF PORTFOLIO ^D	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S. Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^E	None	53601(g)
Commercial Paper—Non-Pooled Funds ^F (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper— Pooled Funds ^I	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^J	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^K	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^K	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M	53601(j)
Medium-Term Notes ^N	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{P,Q}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^R	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^S	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^T	N/A	None	None	16340
Supranational Obligations ^U	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- ^A Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^B Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^C Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- ^D Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^E No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^F Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^G Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.
- ^H Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ^I Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- ^J No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- ^K Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^L Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^M Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ^N "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^O No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^P A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^Q A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^R Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^S A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^T Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^U Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11D

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Craig Koehler, Finance Director

Subject: Resolution 2021-27 – Minimum Wage Increase

SUMMARY

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2022.

RECOMMENDATION

Adopt Resolution No. 2021-27, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2022 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2020-36.”

BACKGROUND

In 2016, Governor Jerry Brown signed Senate Bill 3 raising California’s mandatory minimum wage to \$15.00 per hour by 2022. The state saw its first increase in January 2017, as the mandatory minimum wage increased from \$10.00 to \$10.50 per hour, and increases of \$1.00 per hour in 2018 through to 2021. The City’s hourly rate schedule was updated to incorporate the 2022 minimum wage level of \$15.00 per hour, representing the final change mandated by Senate Bill 3.

DISCUSSION

Effective January 1, 2022, the State mandated minimum wage will increase from \$14.00 to \$15.00 per hour. The City has six hourly classifications (Recreation Leader, Senior Recreation Leader, Lifeguard, Water Safety Instructor, Assistant Pool Manager, and Water Safety Instructor II) that need to be adjusted to meet the State mandated minimum wage.

FISCAL IMPACT

Sufficient funds were budgeted in the adopted fiscal year 2021-22 budget in the Part Time Salary accounts for the Recreation and Community Service department. Staff incorporated this scheduled wage increase into the original budget projections, so no budget amendment is necessary.

Prepared by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

*Attachments: 1. Resolution No. 2021-27
2. Exhibit A – Hourly Rate Schedule*

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2021 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2020-36

WHEREAS, in 2016, Governor Jerry Brown signed Senate Bill 3 raising California's mandatory minimum wage to \$15.00 per hour by 2022; and,

WHEREAS, effective January 1, 2022, the mandatory minimum wage will increase from \$14.00 to \$15.00 per hour; and,

WHEREAS, the City's hourly rate schedule needs to be updated to incorporate the \$15.00 per hour state mandated minimum wage; and,

WHEREAS, effective January 1, 2022, this Resolution shall supersede and repeal Exhibit B from Resolution No. 2020-36.

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 of Los Alamitos hourly rate schedule is hereby amended and restated, effective January 1, 2022, to read as set forth in Exhibit "A," attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2021.

Mark A. Chirco, 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 15th day of November 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
HOURLY RATE SCHEDULE
Effective January 1, 2022

CLASS CODE	CLASSIFICATION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E
905	Recreation Leader	15.00	15.75	16.54	17.37	18.24
921	Senior Recreation Leader	16.00	16.80	17.64	18.52	19.45
931	Recreation Specialist	16.80	17.64	18.52	19.45	20.42
955	Community Services Coordinator	19.45	20.42	21.44	22.52	23.64
910	Lifeguard	15.00	15.75	16.54	17.37	18.24
925	Water Safety Instructor I	16.00	16.80	17.64	18.52	19.45
930	Asst. Pool Manager/Sr. Lifeguard	16.00	16.80	17.64	18.52	19.45
935	Water Safety Instructor II	16.80	17.64	18.52	19.45	20.42
920	Police Aide/Cadet	15.30	16.07	16.87	17.71	18.60
945	Police Investigator	15.80	16.59	17.42	18.29	19.20
946	Police Reserve	15.80	16.59	17.42	18.29	19.20
965	Police Recruit	22.00				
970	Photo Enforcement Officer	28.79	30.23	31.75	33.33	35.00
983	Emergency Services Coordinator	32.92	34.57	36.29	38.11	40.00
940	Account Clerk	15.00	15.75	16.54	17.37	18.24
941	Administrative Intern	15.00	15.75	16.54	17.37	18.24
944	Clerical Assistant	16.25	17.06	17.91	18.81	19.75
947	Receptionist	15.64	16.42	17.24	18.11	19.00
960	Maintenance Worker	17.30	18.17	19.07	20.03	22.08
948	Department Secretary	22.83	23.98	25.17	26.43	27.76
971	Code Enforcement Officer	22.83	23.98	25.17	26.43	27.76
951	Deputy City Clerk	27.72	29.11	30.56	32.09	33.69
978	Senior Code Enforcement Officer	29.15	30.61	32.14	33.75	35.44
981	Special Projects Coordinator	38.20	40.11	42.12	44.22	46.44
982	Fiscal Sustainability Manager	47.44	52.18	56.92	61.03	66.40

Attachment: 1. Quarterly Investment Report
2. Pooled Investment Portfolio Holdings

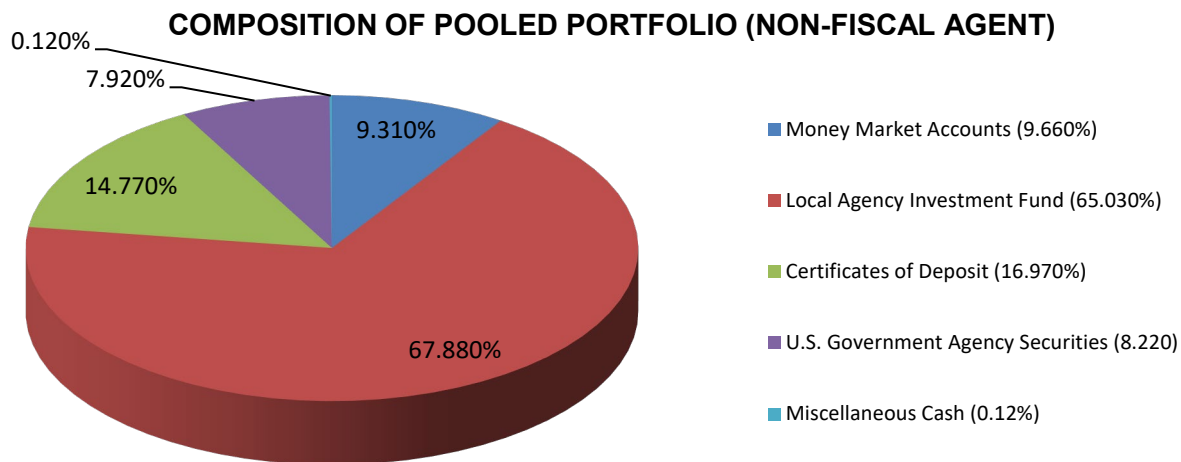


CITY OF LOS ALAMITOS

Quarterly Investment Report

September 30, 2021

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,446,813.10	\$ 1,446,813.10
Local Agency Investment Fund (LAIF)	10,551,660.83	10,552,536.30
Certificates of Deposit	2,473,000.00	2,295,791.92
U.S. Government Agency Securities	1,250,000.00	1,247,066.25
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	15,724,973.93	15,545,707.57
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	175.50	175.50
TOTAL INVESTMENTS HELD BY FISCAL AGENT	175.50	175.50
TOTAL CASH & INVESTMENTS	\$ 15,725,149.43	\$ 15,545,883.07



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/16/20. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.57 years, and the weighted average yield on cost is 0.615%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
September 30, 2021

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>							
US Bank	Varies	Varies	Coll. ¹	Varies	1,446,813.10	0.50%	1,446,813.10
SUBTOTAL MONEY MARKET ACCOUNTS					1,446,813.10		1,446,813.10
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	10,551,660.83	0.30%	10,552,536.30
<u>CERTIFICATES OF DEPOSIT</u>							
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	249,481.06
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	254,864.36
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	259,436.09
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	260,990.99
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	262,686.18
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	262,850.21
Medallion Bank Utah CTF	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	249,970.85
J P Morgan Chase Bank NA	0.80%	05/28/26	FDIC	05/28/21	248,000.00	0.80%	247,728.19
Texas Exchange Bank SSB	0.80%	06/04/26	FDIC	06/04/21	248,000.00	0.80%	247,783.99
Sallie Mae Bank Salt Lake UT	1.00%	07/28/26	FDIC	07/28/21	248,000.00	1.00%	-
SUBTOTAL CERTIFICATES OF DEPOSIT					2,473,000.00		2,295,791.92
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>							
Federal Home Ln Mtg Corp MTN NTS	0.45%	07/29/24	AAA	07/29/20	750,000.00	0.45%	750,230.25
U. S Treasury Notes	0.50%	03/31/25	AAA	05/26/21	500,000.00	0.50%	496,836.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					1,250,000.00		1,247,066.25
MISCELLANEOUS CASH					3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS					3,723,000.00		3,542,858.17
TOTAL POOLED CASH & INVESTMENTS					15,724,973.93		15,545,707.57

¹ Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021 ITEM NUMBER: 11F

To: Mayor Mark A. Chirco & Members of the City Council

**Presented By: Eric Nuñez, Chief of Police
Wayne Byerley, Support Services Captain**

Subject: Resolution No. 2021-31 – ABC-OTS Grant Program

SUMMARY

Consideration of a resolution endorsing and authorizing the Los Alamitos Police Department to participate in the ABC-OTS Grant program for a period beginning October 1, 2021 through August 31, 2022.

RECOMMENDATION

Adopt Resolution No. 2021-31, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$20,000 FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT PROGRAM”.

BACKGROUND

The ABC-OTS Local Enforcement Grant awards grants up to \$20,000 to local law enforcement agencies to utilize the Minor Decoy Program, Shoulder Tap Program and IMPACT Program. The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. On April 4, 1994, the California Supreme Court issued a unanimous decision upholding the use of underage decoys by law enforcement officials. As a result, Section 25658(f) of the Business and Professions Code and Rule 141 of the California Code of Regulations were established to provide the legal requirements for law enforcement agencies when conducting a decoy operation.

The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. “Shoulder Tapping” refers to the practice used by minors to obtain alcohol from adults near off-sale retail outlets. An underage decoy approaches an adult outside an alcohol retailer and requests that the adult purchase alcohol for them.

IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) inspections focus on licensee education. The Police Officers in partnership with Code

Enforcement as appropriate, look for loitering, litter, graffiti, posted signs, or other violations. A checklist is used to note any violations observed and is provided to the licensee. The licensee is then given an opportunity to fix any problems. Follow-up visits are then conducted to ensure the licensee has corrected them and is in compliance.

DISCUSSION

A limited number of police departments across the State of California are selected to participate in the ABC-OTS Grant Program. Historically, the Los Alamitos Police Department has not participated in the ABC-OTS Grant Program. The Police Department is dedicated to providing top tier police services to the Los Alamitos community every hour, every day. By participating in this program, the Police Department can achieve its goals of decreasing underage drinking and reducing alcohol related harm in our community while collaborating with the Alcoholic Beverage Control (ABC).

FISCAL IMPACT

The funding amount provided by this grant is \$20,000. A budget estimate submitted to the ABC states the following, "The Los Alamitos Police Department will conduct six grant funded Minor Decoy, Shoulder Tap and IMPACT operations between October 1, 2021 and August 31, 2022. Each operation will last four hours and will be staffed with one (1) Sergeant and three (3) Police Officers working overtime. Personnel assigned will work exclusively on the operation and will not share time or resources with other duties or assignments. The minor decoy will be identified prior to each operation and will not be paid or compensated for participating." The combined budget estimate during the grant period is \$17,300. No additional funds should be necessary.

Submitted by: Wayne Byerley, Support Services Captain
Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution 2021-31 – ABC-OTS Grant Program

RESOLUTION NO. 2021-31**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$20,000 FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT PROGRAM**

WHEREAS, the City of Los Alamitos Police Department is interested in participating in the Minor Decoy Program, Shoulder Tap Program, and IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Program, which are made available through the Department of Alcoholic Beverage Control (ABC), sponsored by the Office of Traffic Safety (OTS), through the National Highway Traffic Safety (NHSTA) to support local efforts to reduce the illegal sales and furnishing of alcohol to minors and ABC licensee education; and,

WHEREAS, following the Los Alamitos Police Department's submittal of a proposal for the grant, the Department of Alcoholic Beverage Control offered an award of \$20,000 for a grant operation period beginning October 1, 2021 through August 31, 2022; and,

WHEREAS, using the grant funds, the Los Alamitos Police Department will conduct at least two of each of the following events: Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Operations; and,

WHEREAS, in order to be eligible to receive grant funding, the City of Los Alamitos must submit a resolution to the Alcoholic Beverage Control.

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. Approves the acceptance of funds from the Department of Alcoholic Beverage Control in the amount of \$20,000.

SECTION 3. Approves the expenditure of the ABC-OTS Grant funds for the purposes of conducting at least two of each of the following events: Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Operations

SECTION 4. Authorizes the City Manager to enter in a contract with the State of California regarding the ABC-OTS grant and to execute any and all ABC-OTS Grant documents.

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

PASSED, APPROVED, AND ADOPTED this 15th day of November, 2021.

Mark A. Chirco, 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 19th day of April, 2021, by the following vote, to wit:

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

Windmera Quintanar, City Clerk, MMC

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11G

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Chelsi A. Wilson, Administrative Services Manager

Subject: Memorandum of Understanding with Teamsters Local 911

SUMMARY

This Resolution adopts the three year Memorandum of Understanding (MOU) with the Teamsters Local 911, effective November 1, 2021 through October 31, 2024.

RECOMMENDATION

Adopt Resolution No. 2021-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024."

BACKGROUND

This November marks the expiration of the current Teamsters 911 Memorandum of Understanding (MOU) with the City. Assisted by Laura Kalty of Liebert Cassidy Whitmore (LCW), staff has been negotiating with representatives of the Teamsters Local 911 in order to formalize a new MOU. The negotiation teams have met on several occasions and have reached an agreement on a new proposed three-year MOU.

DISCUSSION

Below is an outline of the proposed MOU deal points:

Term:

The agreement's duration is three years, from November 1, 2021 through October 31, 2024.

Salary:

During the three year term of the agreement, annual increases will take place as outlined below. This represents a total increase of 6.5% over the life of the agreement.

Effective first full pay period following November 1, 2021, 2.5% base salary increase.

Effective first full pay period following November 1, 2022, 2% base salary increase.

Effective first full pay period following November 1, 2023, 2% base salary increase.

Lump Sum:

The City has agreed to two lump sum payments to each Teamster member totaling \$5,000 in accordance with the federally funded American Rescue Plan Act. The payments will be distributed in two installments; one at the first full pay period in November 2021 and the second payment at the first full pay period following May 1, 2022.

November 2021:	\$2,500
May 2022:	\$2,500

Monthly Medical Insurance City Contributions:

The City previously contributed \$1294 in medical benefits for each member. Proposed in this agreement is the implementation of a tiered benefit system, broken into different categories for Employee, Employee +1, and Family. The tiered medical benefits system is outlined below. Under this proposal, the single employee contribution will increase \$25 in January 2024. Employee +1 group will increase \$125 starting in January 2022. The family group will increase \$175 in January 2022.

	Employee	Employee +1	Family
January 1, 2022	\$1294	\$1294 (+\$125)	\$1294 (+\$175)
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1294 (+\$25)	\$1419	\$1469

Holidays:

Employees shall receive full holiday pay for their respected work shift.

Overtime, Training Time:

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training is required by the department is compensable for actual time spent in training. Employees on an alternative work schedule shall receive full compensation for their respected shift for an eight (8) hour training session.

Safety Shoe Allowance:

Safety shoe allowance will increase from \$260 to \$300.

New Article - Bilingual Pay:

Upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

FISCAL IMPACT

The cost of the MOU with the Teamsters Local 911 over the three-year period of the agreement is \$103,240. This includes the salary and associated benefit adjustments. The lump sum payments are funded through federally allocated ARPA funding and total \$95,000. The cost for Fiscal Year 2021-22 is \$49,111. Sufficient funds exist in the salary and benefit accounts of the adopted Fiscal Year 2021-22 budget to cover the cost of the first year of the agreement.

Submitted by: Chelsi A. Wilson, Administrative Services Manager

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment:

- 1. Resolution 2021-23*
- 2. Exhibit A - Memorandum of Understanding (MOU)*
- 3. Exhibit B - Salary Schedules*
- 4. Redline MOU*

RESOLUTION NO. 2021-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LOS ALAMITOS AND THE TEAMSTERS
LOCAL 911 EFFECTIVE NOVEMBER 1, 2021
THROUGH OCTOBER 31, 2024**

WHEREAS, the most recent agreement between the City of Los Alamitos and the Teamsters Local 911 expired on October 31, 2021; and,

WHEREAS, the City and Teamsters Local 911 have been engaged in negotiations for a successor Memorandum of Understanding (MOU); and,

WHEREAS, the resulting MOU reflects a three-year package that will enable the City to provide reasonable workforce stability.

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 and authorizes the Mayor to execute the Memorandum of Understanding between the City of Los Alamitos and the Teamsters Local 911 effective November 1, 2021 through October 31, 2024, incorporated herein by reference and attached as "Exhibit A."

SECTION 3. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in "Exhibit B" and attached hereto and incorporated by reference.

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

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Mark Chirco, 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 15th day of November, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ALAMITOS AND TEAMSTERS LOCAL 911
2021- 2024**

This Memorandum of Understanding ("MOU") has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the "Meyers-Milias-Brown Act." This agreement has been developed as a result of good faith meet and confer efforts by TEAMSTERS Local 911 ("TEAMSTERS") and the City of Los Alamitos ("City"). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

1. TERM

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period of November 1, 2021 through October 31, 2024.

2. RECOGNITION

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

**Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Management Analyst
Maintenance Foreman
Maintenance Worker
Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker**

The City and TEAMSTERS agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law. Nothing contained herein shall be construed to deny those employees who do not belong to TEAMSTERS from representing themselves.

3. ACCESS TO WORK LOCATIONS

Access to employee locations shall be granted to officers of TEAMSTERS and its official representatives for the purpose of processing grievances or contacting members of TEAMSTERS concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of TEAMSTERS shall not enter any locations without requesting the prior written consent of the City or its authorized representative. Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

4. CITY RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

5. SALARY SCHEDULE ADJUSTMENT

The City will increase the salary ranges of all represented classifications as provided below. Salary ranges shall be adjusted in accordance with the following:

Effective November 7, 2021, Exhibit A1	2.5%
Effective the first full pay period following November 1, 2022, Exhibit A2	2.0%
Effective the first full pay period following November 1, 2023, Exhibit A3	2.0%

6. ONE-TIME CASH DISTRIBUTION

During the term of the MOU, employees shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

7. PAY FOR PERFORMING WORK IN A HIGHER CLASSIFICATION

An employee designated to work in a higher classification shall receive an extra five percent (5%) of the employee's current base salary for out of class pay, as additional compensation for all time spent in the acting position in excess of five consecutive working days and continuing only until such time as the employee is returned to his/her original job classification. Employees transferred to a higher classification for training purposes, to under fill a higher- level position, or to avoid a layoff shall not be eligible for this out of class pay.

8. PAY FOR PERFORMING WORK IN TWO EQUAL CLASSIFICATIONS

An employee assigned with the approval of the City Manager or designee to perform all or substantially all of the duties of a position in the same class as the employee's regular position or another class having the same maximum salary in addition to the employee's regular duties shall receive a minimum of five percent (5%) of the employee's current base salary as additional compensation for time spent in the additional position in excess of thirty (30) days and continuing only until such time as the assignment is terminated. Employees assigned to perform the duties of an additional position for training purposes, to under fill a higher-level position, or to avoid layoff shall not be eligible for this differential.

9. VACATION

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six (6) months of continuous full-time service have been completed. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation

leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees hired before November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
= > 17	200

Vacation leave for employees hired on or after November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
<u>0-2</u>	<u>80</u>
<u>3</u>	<u>88</u>
<u>4</u>	<u>96</u>
<u>5</u>	<u>104</u>
<u>6</u>	<u>112</u>
<u>7</u>	<u>120</u>
<u>8</u>	<u>128</u>
<u>9</u>	<u>136</u>
<u>10</u>	<u>144</u>
<u>11</u>	<u>152</u>
<u>12</u>	<u>160</u>
<u>13</u>	<u>168</u>
<u>14</u>	<u>176</u>

C. Effect of Holidays on Vacation Leave

If one or more municipal holidays take place while an employee is on vacation leave, such holiday or holidays shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

An employee may not accrue vacation leave while he or she is on a leave of absence without pay. Upon return to the City, an employee shall continue his or

her regular accrual of vacation leave. The time an employee spends on a leave of absence without pay shall not count toward years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations

An employee must request and obtain approval from his or her Department Director prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff

Employees may receive pay for up to eighty (80) hours of accumulated vacation time during the calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

H. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, subject to applicable state or federal law.

10. SICK LEAVE

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent,

parent-in-law, grandparent, grandchild or sibling; (3) a prescheduled doctor, dental or optometry appointment which has been approved by the employee's Department Director; (4) to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking, with appropriate certification of the need for such services.

No employee shall use more than a total of forty-eight (48) hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

If an employee is absent on paid sick leave in excess of three (3) work days (not including statutory protected leave), the employee may be required to file with the City a physician's certificate verifying the need for such absences. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Director the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or Department Director as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than thirty (30) minutes prior to the beginning of the employee's assigned shift or as may be specified by his/her Department Director. Extenuating circumstances may prevent an employee from meeting the thirty minute minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Effect of Holidays on Sick Leave

Observed holidays occurring during sick leave shall not count against the employee's use of sick leave hours.

E. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his or her unused sick leave earned in the calendar year of distribution; or (2) up to twenty-four (24) hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

F. Regular Service Retirement Sick Leave Options

Upon regular service retirement, as defined by the California Public Employees' Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

- (1) A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.
- (2) An exchange of all accumulated sick leave for service credit time in the Public Employees' Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Calculation of Overtime

Any Sick Leave taken pursuant to this Section 10 (Sick Leave) of the MOU shall not be counted in calculating eligibility for, or the amount of, overtime pay during the same pay period in which Sick Leave is taken.

11. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren), he/she shall be entitled to a leave of absence with pay for a period not to exceed three working days. . Bereavement Leave in excess of three working days may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against any of the employee's personal leave banks.

12. TEMPORARY DISABILITY LEAVE

A. Industrially Related Disability

Employees shall be entitled to the benefits under this sub-section only after the City has determined that the disability is industrially related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay

for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued sick leave, vacation leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off to provide for full salary maintenance. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be designated as leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

13. PARENTAL LEAVE

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of disability caused by pregnancy related complications, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the

employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA or CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

14. JURY DUTY

Subject to the exception described below, the City shall compensate an employee on jury duty for up forty (40) working hours within a calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that: (1) the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, (2) requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

15. LEAVE OF ABSENCE WITHOUT PAY

Any employee may be granted a leave of absence without pay of less than ninety (90) days with the approval of his or her Department Director and the City Manager. A request for a leave of absence of Ninety (90) days or more must also be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee. Upon written recommendation of the Department Director that it be granted, modified or denied, the request shall be promptly transmitted to the City Manager for consideration. A copy of the approved request for absence without pay shall be promptly delivered to the Assistant City Manager and the employee.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period of ninety (90) days or more, typically not to exceed six (6) months. Conditions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made at least fourteen (14) calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he or she shall contact his or her Department Director at least fourteen (14) calendar days prior to the day he or she plans to return. The Department Director shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his or her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the first day of the month following the month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments

The City will continue to make insurance contributions for a maximum of twelve (12) weeks on behalf of employees on approved Family Medical Leave and for eligible pregnant employees, up to four (4) months for pregnancy disability leave

and additional twelve (12) weeks for baby-bonding. Employees on approved Family Medical Leave and pregnancy disability leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

16. HOLIDAYS

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)

Employees shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

No employee may accumulate more than a total of eighteen (18) floating holiday hours. On January 1 of each year, each employee will receive only the number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be paid at nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for holidays falling on Friday. For employees working a 5/40 schedule, all regular holidays shall be paid at eight (8) hours. For employees working a 4/10 schedule, all regular holidays shall be paid at ten (10) hours.

B. Floating Holidays for New Employees

At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire on a prorated basis:

Date of Hire

January 1 – March 31	18
April 1 – June 30	14
July 1 – September 30	10
October 1 – December 31	0

C. Procedure if Holiday Falls on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except for Christmas Eve which shall be observed on the preceding Friday.

D. Procedure if Christmas Eve Falls on a Friday

When Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the Holiday.

E. Employees Required to Work on Holiday

Non-exempt employees on a 9/80 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus nine (9) hours of equivalent time off if the holiday falls on Monday through Thursday and eight (8) hours of equivalent time off if the holiday falls on Friday, as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) or nine (9) hour holiday, depending on the day of the week on which the holiday falls, which can be used between the dates of July 6 and 12 as determined by their Department Director, subject to the City's service needs.

Non-exempt employees on a 5/40 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus eight (8) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

Non-exempt employees on a 4/10 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus ten (10) hours of equivalent time

off as determined by their Department Director. Such employees working on the Fourth of July shall receive a ten (10) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

17. HOURS OF WORK

Employees shall have a work schedule with specific hours to be worked as prescribed by the Department Director with the approval of the City Manager.

The City Manager may change an employee's work schedule or hours at any time to meet the requirements of the City.

To the extent the City Manager determines practicable, unit employees may be scheduled to work a "4/10 schedule." The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, plus an unpaid lunch break during each shift that shall last at least one-half ($\frac{1}{2}$) hour in duration but shall not exceed one (1) hour in duration, totaling forty (40) hours in each workweek. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or his/her designee.

18. ATTENDANCE

Employees shall be in attendance at their workstation in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee. Before the resignation goes into effect, the employee shall be given notice and an opportunity to respond to the City Manager or their designee.

19. OVERTIME

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. WorkWeek

The workweek for all Unit Employees shall be 168 regularly recurring hours. For Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) the following Saturday. For Unit Employees working the 9/80 work schedule, each Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Unit Employee's alternating regular day off. Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City.

All non-exempt employees, as defined by the Fair Labor Standards Act, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) during their designated seven-day workweek.

B. Compensatory Time

At the discretion of the employee, overtime may be compensated at either one and one-half times the regular rate of hourly pay or compensatory time earned at the rate of time and one-half. The maximum accumulation of compensatory time shall be 120 hours. Should an employee desire to take compensatory time off, he or she shall file a written request with his Department Director who shall grant the requested time off unless it interferes with normal operational staffing of the Department.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares the employee for job advancement, is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks twenty-four (24) hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training. Employees on an alternative work schedule (i.e., 4/10 or 9/80) shall receive full compensation for their respective shift for an eight (8) hour training session.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time. Monitoring a radio or other communication device while driving to or from work is not compensable time.

20. ATTENDANCE AT COMMISSION MEETINGS

Non-exempt employees who are required to attend Commission meetings that extend beyond their assigned schedule shall be compensated at the rate of one and one-half times their regular rate of pay for a minimum of two hours.

21. CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by his/her Department Director to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of four (4) hours compensation at the rate of one and one-half times his/her regular rate of pay commencing when he or she reports for duty. Any hours worked in excess of four (4) hours shall be compensated at the rate of one and one-half times his/her regular rate of pay.

22. STANDBY PAY

Standby duty shall be determined and assigned at the sole discretion of the Public Works Director.

- A.** Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
- B.** While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
- C.** Employees participating in Standby Duty shall be compensated at a rate \$25 per weekday and \$40 per weekend and/or holiday for each twenty four (24) hour period that they spend on said duty.
- D.** While performing Standby Duty, employees must respond within a reasonable time following notification of the callback and must have access to transportation at all times.
- E.** Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions

of the City of Los Alamitos Alcohol and Drug Use Policy shall apply to employee's participation in Standby Duty.

23. MONTHLY MEDICAL INSURANCE CONTRIBUTION

Effective January 1, 2018, the City shall contribute up to one thousand two hundred ninety four dollars (\$1,294.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Effective January 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	Employee Only	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation. The additional \$200 per month in lieu of participation in the City's dental and vision programs, is only available if the employee opts out of the City's medical as well as the dental and vision programs.

24. DENTAL PLAN

The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

25. OPTICAL PLAN

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance

contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

26. TERM LIFE INSURANCE PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000 of coverage. The City shall pay for this coverage.

27. LONG - TERM DISABILITY PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide each employee with long-term disability coverage based on two-thirds of the employee's monthly salary up to a maximum benefit of \$2,000 per month, effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The City shall pay for this coverage.

28. AFFORDABLE CARE ACT REOPENER

During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing potential penalties, taxes or other impacts under the Affordable Care Act.

29. PHYSICAL EXAMINATION

The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

30. RETIREES' MEDICAL INSURANCE

A. Employees Hired Before August 1, 1994

Only those employees who were hired before August 1, 1994, who have provided ten (10) years of service to the City, and who have reached the age of fifty (50) shall be eligible for insurance hereunder. The City shall contribute to the health

and dental premium cost for each employee and his or her spouse or registered domestic partner, upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees, hired before January 1, 1997, pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for ten (10) years of services with the City at age fifty (50) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse/registered domestic partner becomes eligible for Medicare, MediCal or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

B. Employees Hired After August 1, 1994

Only those employees who were hired on or after August 1, 1994, who have provided fifteen (15) years of service to the City, and who have reached the age of fifty-five (55) shall be eligible for insurance hereunder. The City shall contribute to the medical and dental premium cost for each employee and his or her spouse or registered domestic partner upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees at the employee plus two rate pursuant to the Monthly Medical Insurance Contribution section (Section 23) above.

The insurance coverage employees receive for fifteen (15) years of service with the City at age fifty-five (55) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public-supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution

Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law, also known as the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum,

31. DEFERRED COMPENSATION

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

The City shall offer a Roth IRA to all 457 participants at the employee's discretion.

32. EDUCATION REIMBURSEMENT

All bargaining unit employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs associated with the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required for completion; in a pass/fail course, a pass is required for completion; and in a credit/no credit course, a credit is required for completion.

An employee must also submit receipts for tuition expense. This will then be processed through the Finance Department.

33. RETIREMENT

Except as set forth below, retirement benefits are provided for personnel under the 2.7% at 55 Plan of the Public Employees Retirement System, the Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level and at the 2% at 62 level for New Employees (as defined below).

“New” members of PERS shall be placed in the 2%@62 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. “New” members are defined in California Government Code Section 7522.04 (PEPRA). “Legacy” members shall be those members not deemed to be “new” members.

“Legacy” members pay 100% of the mandated CalPERS member contribution, which is 8% of compensation.

At no time during this agreement will the employee be responsible for any part of the Employer’s contribution to the Public Employees Retirement System.

Employees (other than “new” members) qualify for minimum retirement benefits after five years of service and reaching 55 years of age. Unless otherwise required by PEPRA, retirement benefits will be based on the highest twelve months salary as well as employee’s age and length of service.

34. UNIFORM ALLOWANCE

The City shall provide Maintenance Worker I, Maintenance Workers, Senior Maintenance Workers, Maintenance Foreman, Records Clerk and Records Specialist, and Community Liaison Officer with a uniform maintenance allowance of \$25.00 per pay period.

35. CERTIFICATION PAY

Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 1 Certification for automobile maintenance through the National Institute for Automotive Service Excellence (“ASE”) shall receive additional pay equal to two percent (2%) of their base salary effective the first pay period following proof of certification. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 2 Certification for automobile maintenance through ASE shall receive additional pay equal to four percent (4%) of base salary effective. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Master Technician Status through ASE shall receive additional pay in an amount equal to 6% of their base salary. Level 1 ASE Certification Pay is based on the passing any two (2) tests as listed below. Eligible tests shall be from either the Automotive Test or

Medium/Heavy Truck Test categories. Employees must pass two (2) tests from a single category and may not qualify for certification pay by combining and passing tests from two (2) categories. The list of qualified ASE courses and tests are listed below:

AUTOMOTIVE TESTS:

- A1 - Engine Repair
- A2 – Automatic Trans/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance

MEDIUM/HEAVY TRUCK TESTS:

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – Drive Train
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems
- T7 – Heating, Ventilation, & Air Conditioning
- T8 – Preventive Maintenance Inspection

Employees eligible for ASE Certification pay shall not receive an increase in excess of six percent (6%) of base pay regardless of the number of ASE certified courses and tests passed.

Employees shall be responsible for maintaining and keeping current ASE certifications. Employees who do not possess current ASE certifications, as defined above, are not eligible to receive certification pay.

Persons employed in the Maintenance Worker, Maintenance Foreman and Senior Maintenance Worker position classifications who complete the requirements and achieve NPSI Certified Playground Safety Inspector status shall receive an additional two-percent (2%) of base salary.

The City Manager, or designee, must approve all requests to complete coursework associated with employee eligibility for ASE automotive repair and NPSI playground inspection certificate pay.

36. SAFETY SHOE ALLOWANCE

The City will provide an annual maximum allowance of \$300 for safety shoes for Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, and Maintenance Foreman. The City will select the vendor from which an employee may

purchase the safety shoes. Any cost in excess of \$300 will be the responsibility of the employee.

37. MILEAGE REIMBURSEMENT

Those employees utilizing their own vehicle for City business shall be reimbursed at the rate designated by the Internal Revenue Service. Employees shall be reimbursed upon the submittal of a reimbursement form with their Department Director approval.

38. GRIEVANCE PROCEDURE

Grievance shall be defined as any good faith or reasonable complaint of an employee or a group of employees or a dispute between the City and said employee or a group of employees involving the interpretation, application, or enforcement of the Personnel and Policies Manual, applicable Memoranda of Understanding, and Administrative Rules and Regulations Manual; provided, however, complaints involving disciplinary actions, and rejection from probation, are not grievable.

The steps of the grievance procedure are as follows:

A. Step One

Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's dispute is with the immediate supervisor, within ten (10) working days of the occurrence of the event-giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.

B. Step Two

If not previously resolved in Step One, the employee may, within ten (10) working days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the Department Director. The Department Director shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within ten (10) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department director under Section A., above, the employee may proceed directly to Step Three, Section C., below.) The Department Director shall provide the employee with a written decision of his/her determination.

C. Step Three

If the employee is dissatisfied with the determination of the Department Director, the employee shall, within ten (10) working days of receipt of the Department Director's determination, notify the City Manager and/or Personnel Officer, in addition to his/her Department Director, of the employee's desire to appeal such determination. Said notice shall be in writing.

- D. The City Manager and/or Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the Department Director. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the dispute.
- E. Following the meeting in Step Three, the City Manager and/or Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the City Manager and/or Personnel Officer shall be final.

39. PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

40. CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law, which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final

appellate court decisions on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

41. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

42. SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

43. BILINGUAL PAY

Upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

SIGNATURES ON THE FOLLOWING PAGE

City of Los Alamitos

TEAMSTERS LOCAL 911

Mark Chirco
Mayor

Anthony Vazquez
Steward

Amanda McDowell
Steward

Attest:

Windmera Quintanar, MMC
City Clerk

Approved as to Form:

Michael Daudt
City Attorney

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

EXHIBIT B

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 B

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 Assitant	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
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT B

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
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT B

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

**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
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 Assitant	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

**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
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

**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
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

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

EXHIBIT B

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

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

EXHIBIT B

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 Assitant	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 B

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 B

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ALAMITOS AND TEAMSTERS LOCAL 911
~~2021~~18- 2024**

This Memorandum of Understanding ("MOU") has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the "Meyers-Milias-Brown Act." This agreement has been developed as a result of good faith meet and confer efforts by TEAMSTERS Local 911 ("TEAMSTERS") and the City of Los Alamitos ("City"). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

1. TERM

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period of ~~November 1, 2021 through October 31, 2024~~
~~November 1, 2018 through October 31, 2021.~~

2. RECOGNITION

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

Accountant
Assistant Planner
Associate Planner
~~Community Liaison Officer~~
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Management Analyst
Maintenance Foreman
Maintenance Worker
Maintenance Worker
~~Master Mechanic~~
~~Mechanic~~
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker

Commented [A1]: Mechanic also deleted.

The City and TEAMSTERS agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law.

Nothing contained herein shall be construed to deny those employees who do not belong to TEAMSTERS from representing themselves.

3. ACCESS TO WORK LOCATIONS

Access to employee locations shall be granted to officers of TEAMSTERS and its official representatives for the purpose of processing grievances or contacting members of TEAMSTERS concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of TEAMSTERS shall not enter any locations without requesting the prior written consent of the City or its authorized representative. Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

4. CITY RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

5. SALARY SCHEDULE ADJUSTMENT

The City will increase the salary ranges of all represented classifications as provided below. Salary ranges shall be adjusted in accordance with the following:

Effective ~~June 9, 2019~~ November 7, 2021, Exhibit A1
~~24.5%~~

Effective the first full pay period following ~~January 1, 2020~~November 1, 2022,
Exhibit A2 ~~2.0—1.25~~%
Effective the first full pay period following November 1, 202~~30~~9, Exhibit A3
~~2.01-25~~%

6. ONE-TIME CASH DISTRIBUTION

During the term of the MOU, employees shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective ~~November 7, 2021~~June 9, 2019, \$~~2~~,500.
Effective the first full pay period following ~~January 1, 2020~~May 1, 2022, \$~~2~~,500.
~~Effective the first pay period following July 1, 2020, \$1000.~~

7. PAY FOR PERFORMING WORK IN A HIGHER CLASSIFICATION

An employee designated to work in a higher classification shall receive an extra five percent (5%) of the employee's current base salary for out of class pay, as additional compensation for all time spent in the acting position in excess of five consecutive working days and continuing only until such time as the employee is returned to his/her original job classification. Employees transferred to a higher classification for training purposes, to under fill a higher- level position, or to avoid a layoff shall not be eligible for this out of class pay.

8. PAY FOR PERFORMING WORK IN TWO EQUAL CLASSIFICATIONS

An employee assigned with the approval of the City Manager or designee to perform all or substantially all of the duties of a position in the same class as the employee's regular position or another class having the same maximum salary in addition to the employee's regular duties shall receive a minimum of five percent (5%) of the employee's current base salary as additional compensation for time spent in the additional position in excess of thirty (30) days and continuing only until such time as the assignment is terminated. Employees assigned to perform the duties of an additional position for training purposes, to under fill a higher-level position, or to avoid layoff shall not be eligible for this differential.

9. VACATION

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six (6) months of continuous full-time service have been completed. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees hired before November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
= > 17	200

Vacation leave for employees hired on or after November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
<u>0-2</u>	<u>80</u>
<u>3</u>	<u>88</u>
<u>4</u>	<u>96</u>
<u>5</u>	<u>104</u>
<u>6</u>	<u>112</u>
<u>7</u>	<u>120</u>
<u>8</u>	<u>128</u>
<u>9</u>	<u>136</u>
<u>10</u>	<u>144</u>
<u>11</u>	<u>152</u>
<u>12</u>	<u>160</u>
<u>13</u>	<u>168</u>
<u>14</u>	<u>176</u>

C. Effect of Holidays on Vacation Leave

If one or more municipal holidays take place while an employee is on vacation leave, such holiday or holidays shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

An employee may not accrue vacation leave while he or she is on a leave of absence without pay. Upon return to the City, an employee shall continue his or her regular accrual of vacation leave. The time an employee spends on a leave of absence without pay shall not count toward years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations

An employee must request and obtain approval from his or her Department Director prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff

Employees may receive pay for up to eighty (80) hours of accumulated vacation time during the calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

H. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, subject to applicable state or federal law.

10. SICK LEAVE

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild or sibling; (3) a prescheduled doctor, dental or optometry appointment which has been approved by the employee's Department Director; (4) to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking, with appropriate certification of the need for such services.

No employee shall use more than a total of forty-eight (48) hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

If an employee is absent on paid sick leave in excess of three (3) work days (not including statutory protected leave), the employee may be required to file with the City a physician's certificate verifying the need for such absences. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Director the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or Department Director as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than thirty (30) minutes prior to the beginning of the employee's assigned shift or as may be specified by his/her Department Director. Extenuating circumstances may prevent an employee from meeting the thirty minute minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Effect of Holidays on Sick Leave

Observed holidays occurring during sick leave shall not count against the employee's use of sick leave hours.

E. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his or her unused sick leave earned in the calendar year of distribution; or (2) up to twenty-four (24) hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

F. Regular Service Retirement Sick Leave Options

Upon regular service retirement, as defined by the California Public Employees' Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

- (1) A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.
- (2) An exchange of all accumulated sick leave for service credit time in the Public Employees' Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Calculation of Overtime

Any Sick Leave taken pursuant to this Section 10 (Sick Leave) of the MOU shall not be counted in calculating eligibility for, or the amount of, overtime pay during the same pay period in which Sick Leave is taken.

11. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren), he/she shall be entitled to a leave of absence with pay for a period not to exceed three working days. . Bereavement Leave in excess of three working days may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding

six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against any of the employee's personal leave banks.

12. TEMPORARY DISABILITY LEAVE

A. Industrially Related Disability

Employees shall be entitled to the benefits under this sub-section only after the City has determined that the disability is industrially related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued sick leave, vacation leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off to provide for full salary maintenance. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be designated as leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee

shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

13. PARENTAL LEAVE

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of disability caused by pregnancy related complications, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA or CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

14. JURY DUTY

Subject to the exception described below, the City shall compensate an employee on jury duty for up forty (40) working hours within a calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early

from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that: (1) the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, (2) requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

15. LEAVE OF ABSENCE WITHOUT PAY

Any employee may be granted a leave of absence without pay of less than ninety (90) days with the approval of his or her Department Director and the City Manager. A request for a leave of absence of Ninety (90) days or more must also be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee. Upon written recommendation of the Department Director that it be granted, modified or denied, the request shall be promptly transmitted to the City Manager for consideration. A copy of the approved request for absence without pay shall be promptly delivered to the Assistant City Manager and the employee.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period of ninety (90) days or more, typically not to exceed six (6) months. Conditions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made at least fourteen (14) calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he or she shall contact his or her Department Director at least fourteen (14) calendar days prior to the day he or she plans to return. The Department Director shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his or her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance

on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the first day of the month following the month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments

The City will continue to make insurance contributions for a maximum of twelve (12) weeks on behalf of employees on approved Family Medical Leave and for eligible pregnant employees, up to four (4) months for pregnancy disability leave and additional twelve (12) weeks for baby-bonding. Employees on approved Family Medical Leave and pregnancy disability leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

16. HOLIDAYS

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)

~~Employees who work a 9/80 schedule shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).~~

~~Employees who work a 5/40 schedule shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).~~

Employees ~~who work a 4/10 schedule~~ shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

No employee may accumulate more than a total of eighteen (18) floating holiday hours. On January 1 of each year, each employee will receive only the number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be paid at nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for holidays falling on Friday. For employees working a 5/40 schedule, all regular holidays shall be paid at eight (8) hours. For employees working a 4/10 schedule, all regular holidays shall be paid at ten (10) hours.

B. Floating Holidays for New Employees

At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire on a prorated basis:

<u>Date of Hire</u>	<u>9/80</u>	<u>5/40</u>	<u>4/10</u>
January 1 – March 31	18	~~18~~	~~18~~
April 1 – June 30	14	~~14~~	~~14~~
July 1 – September 30	10	~~10~~	~~10~~
October 1 – December 31	0	~~0~~	~~0~~

C. Procedure if Holiday Falls on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except for Christmas Eve which shall be observed on the preceding Friday.

D. Procedure if Christmas Eve Falls on a Friday

When Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the Holiday.

E. Employees Required to Work on Holiday

Non-exempt employees on a 9/80 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus nine (9) hours of equivalent time off if the holiday falls on Monday through Thursday and eight (8) hours of

equivalent time off if the holiday falls on Friday, as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) or nine (9) hour holiday, depending on the day of the week on which the holiday falls, which can be used between the dates of July 6 and 12 as determined by their Department Director, subject to the City's service needs.

Non-exempt employees on a 5/40 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus eight (8) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

Non-exempt employees on a 4/10 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus ten (10) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive a ten (10) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

17. HOURS OF WORK

Employees shall have a work schedule with specific hours to be worked as prescribed by the Department Director with the approval of the City Manager.

The City Manager may change an employee's work schedule or hours at any time to meet the requirements of the City.

To the extent the City Manager determines practicable, unit employees may be scheduled to work a "4/10 schedule." The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, plus an unpaid lunch break during each shift that shall last at least one-half ($\frac{1}{2}$) hour in duration but shall not exceed one (1) hour in duration, totaling forty (40) hours in each workweek. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or his/her designee.

18. ATTENDANCE

Employees shall be in attendance at their workstation in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee. Before the resignation goes into effect, the employee shall be given notice and an opportunity to respond to the City Manager or their designee.

19. OVERTIME

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. WorkWeek

The workweek for all Unit Employees shall be 168 regularly recurring hours. For Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) the following Saturday. For Unit Employees working the 9/80 work schedule, each Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Unit Employee's alternating regular day off. Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City.

All non-exempt employees, as defined by the Fair Labor Standards Act, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) during their designated seven-day workweek.

B. Compensatory Time

At the discretion of the employee, overtime may be compensated at either one and one-half times the regular rate of hourly pay or compensatory time earned at the rate of time and one-half. The maximum accumulation of compensatory time shall be 120 hours. Should an employee desire to take compensatory time off, he or she shall file a written request with his Department Director who shall grant the requested time off unless it interferes with normal operational staffing of the Department.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares the employee for job advancement, is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks twenty-four (24) hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training. Employees on an alternative work schedule (i.e., 4/10 or 9/80) shall receive full compensation for their respective shift for an eight (8) hour training session.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time. Monitoring a radio or other communication device while driving to or from work is not compensable time.

20. ATTENDANCE AT COMMISSION MEETINGS

Non-exempt employees who are required to attend Commission meetings that extend beyond their assigned schedule shall be compensated at the rate of one and one-half times their regular rate of pay for a minimum of two hours.

21. CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by his/her Department Director to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of four (4) hours compensation at the rate of one and one-half times his/her regular rate of pay commencing when he or she reports for duty. Any hours worked in excess of four (4) hours shall be compensated at the rate of one and one-half times his/her regular rate of pay.

22. STANDBY PAY

Standby duty shall be determined and assigned at the sole discretion of the Public Works Director.

- A. Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
- B. While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
- C. Employees participating in Standby Duty shall be compensated at a rate \$25 per weekday and \$40 per weekend and/or holiday for each twenty four (24) hour period that they spend on said duty.
- D. While performing Standby Duty, employees must respond within a reasonable time following notification of the callback and must have access to transportation at all times.
- E. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions of the City of Los Alamitos Alcohol and Drug Use Policy shall apply to employee's participation in Standby Duty.

23. MONTHLY MEDICAL INSURANCE CONTRIBUTION

Effective January 1, 2018, the City shall contribute up to one thousand two hundred ninety four dollars (\$1,294.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Effective January 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	<u>Employee Only</u>	<u>Employee +1</u>	<u>Family</u>
<u>January 1, 2022</u>	<u>\$1294</u>	<u>\$1419</u>	<u>\$1469</u>
<u>January 1, 2023</u>	<u>\$1294</u>	<u>\$1419</u>	<u>\$1469</u>
<u>January 1, 2024</u>	<u>\$1319</u>	<u>\$1419</u>	<u>\$1469</u>

Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage

than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation. The additional \$200 per month in lieu of participation in the City's dental and vision programs, is only available if the employee opts out of the City's medical as well as the dental and vision programs.

24. DENTAL PLAN

The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

25. OPTICAL PLAN

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

26. TERM LIFE INSURANCE PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000 of coverage. The City shall pay for this coverage.

27. LONG - TERM DISABILITY PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide each employee with long-term disability coverage based on two-thirds of the employee's monthly salary up to a maximum benefit of \$2,000 per month, effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The City shall pay for this coverage.

28. AFFORDABLE CARE ACT REOPENER

During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing potential penalties, taxes or other impacts under the Affordable Care Act.

29. PHYSICAL EXAMINATION

The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

30. RETIREES' MEDICAL INSURANCE

A. Employees Hired Before August 1, 1994

Only those employees who were hired before August 1, 1994, who have provided ten (10) years of service to the City, and who have reached the age of fifty (50) shall be eligible for insurance hereunder. The City shall contribute to the health and dental premium cost for each employee and his or her spouse or registered domestic partner, upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees, hired before January 1, 1997, pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for ten (10) years of services with the City at age fifty (50) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse/registered domestic partner becomes eligible for Medicare, MediCal or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

B. Employees Hired After August 1, 1994

Only those employees who were hired on or after August 1, 1994, who have provided fifteen (15) years of service to the City, and who have reached the age of fifty-five (55) shall be eligible for insurance hereunder. The City shall contribute to the medical and dental premium cost for each employee and his or her spouse or registered domestic partner upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees at the employee plus two rate pursuant to the Monthly Medical Insurance Contribution section (Section 23) above.

The insurance coverage employees receive for fifteen (15) years of service with the City at age fifty-five (55) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public-supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution

Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law, also known as the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum,

31. DEFERRED COMPENSATION

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

The City shall offer a Roth IRA to all 457 participants at the employee's discretion.

32. EDUCATION REIMBURSEMENT

All bargaining unit employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs associated with the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required for completion; in a pass/fail course, a pass is required for completion; and in a credit/no credit course, a credit is required for completion.

An employee must also submit receipts for tuition expense. This will then be processed through the Finance Department.

33. RETIREMENT

Except as set forth below, retirement benefits are provided for personnel under the 2.7% at 55 Plan of the Public Employees Retirement System, the Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level and at the 2% at 62 level for New Employees (as defined below).

"New" members of PERS shall be placed in the 2%@62 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. "New" members are defined in California Government Code Section 7522.04 (PEPRA). "Legacy" members shall be those members not deemed to be "new" members.

"Legacy" members pay 100% of the mandated CalPERS member contribution, which is 8% of compensation.

At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System.

Employees (other than "new" members) qualify for minimum retirement benefits after five years of service and reaching 55 years of age. Unless otherwise required by PEPR, retirement benefits will be based on the highest twelve months salary as well as employee's age and length of service.

34. UNIFORM ALLOWANCE

The City shall provide Maintenance Worker I, Maintenance Workers, Senior Maintenance Workers, ~~Mechanic~~ Master Mech Maintenance Foreman, Records Clerk and Records Specialist, and Community Liaison Officer with a uniform maintenance allowance of \$25.00 per pay period.

35. CERTIFICATION PAY

Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 1 Certification for automobile maintenance through the National Institute for Automotive Service Excellence ("ASE") shall receive additional pay equal to two percent (2%) of their base salary effective the first pay period following proof of certification. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 2 Certification for automobile maintenance through ASE shall receive additional pay equal to four percent (4%) of base salary effective. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Master Technician Status through ASE shall receive additional pay in an amount equal to 6% of their base salary. Level 1 ASE Certification Pay is based on the passing any two (2) tests as listed below. Eligible tests shall be from either the Automotive Test or Medium/Heavy Truck Test categories. Employees must pass two (2) tests from a single category and may not qualify for certification pay by combining and passing tests from two (2) categories. The list of qualified ASE courses and tests are listed below:

AUTOMOTIVE TESTS:

- A1 - Engine Repair
- A2 – Automatic Trans/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance

MEDIUM/HEAVY TRUCK TESTS:

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – Drive Train
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems

- T7 – Heating, Ventilation, & Air Conditioning
- T8 – Preventive Maintenance Inspection

Employees eligible for ASE Certification pay shall not receive an increase in excess of six percent (6%) of base pay regardless of the number of ASE certified courses and tests passed.

Employees shall be responsible for maintaining and keeping current ASE certifications. Employees who do not possess current ASE certifications, as defined above, are not eligible to receive certification pay.

Persons employed in the Maintenance Worker, Maintenance Foreman and Senior Maintenance Worker position classifications who complete the requirements and achieve NPSI Certified Playground Safety Inspector status shall receive an additional two-percent (2%) of base salary.

The City Manager, or designee, must approve all requests to complete coursework associated with employee eligibility for ASE automotive repair and NPSI playground inspection certificate pay.

36. SAFETY SHOE ALLOWANCE

The City will provide an annual maximum allowance of ~~\$300260~~ for safety shoes for Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, and Maintenance Foreman. The City will select the vendor from which an employee may purchase the safety shoes. Any cost in excess of ~~\$300260~~ will be the responsibility of the employee.

37. MILEAGE REIMBURSEMENT

Those employees utilizing their own vehicle for City business shall be reimbursed at the rate designated by the Internal Revenue Service. Employees shall be reimbursed upon the submittal of a reimbursement form with their Department Director approval.

38. GRIEVANCE PROCEDURE

Grievance shall be defined as any good faith or reasonable complaint of an employee or a group of employees or a dispute between the City and said employee or a group of employees involving the interpretation, application, or enforcement of the Personnel and Policies Manual, applicable Memoranda of Understanding, and Administrative Rules and Regulations Manual; provided, however, complaints involving disciplinary actions, and rejection from probation, are not grievable.

The steps of the grievance procedure are as follows:

A. Step One

Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's dispute is with the immediate supervisor, within ten (10) working days of the occurrence of the event-giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.

B. Step Two

If not previously resolved in Step One, the employee may, within ten (10) working days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the Department Director. The Department Director shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within ten (10) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department director under Section A., above, the employee may proceed directly to Step Three, Section C., below.) The Department Director shall provide the employee with a written decision of his/her determination.

C. Step Three

If the employee is dissatisfied with the determination of the Department Director, the employee shall, within ten (10) working days of receipt of the Department Director's determination, notify the City Manager and/or Personnel Officer, in addition to his/her Department Director, of the employee's desire to appeal such determination. Said notice shall be in writing.

D. The City Manager and/or Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the Department Director. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the dispute.

E. Following the meeting in Step Three, the City Manager and/or Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the City Manager and/or Personnel Officer shall be final.

39. PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause

or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

40. CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law, which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

41. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

42. SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

43. BILINGUAL PAY

Upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month. Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

SIGNATURES ON THE FOLLOWING PAGE

City of Los Alamitos

TEAMSTERS LOCAL 911

| ~~Warren Kusumoto~~ Mark Chirco
Mayor

Anthony Vazquez
Steward

| ~~Kim Engle~~ Amanda McDowell
Steward

Attest:

Windmera Quintanar, MMC
City Clerk

Approved as to Form:

Michael Daudt
City Attorney

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11H

To: Mayor Mark A. Chirco & Members of the City Council

**Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

Subject: Approval of Final Parcel Map 2018-141 (3755 Farquhar Avenue)

SUMMARY

Final Parcel Map 2018-141 for the subdivision of a single parcel for condominium purposes, located at 3755 Farquhar Avenue, is ready for submission to the County Recorder's Office for final review (Applicant: Plato Enterprises, LLC).

RECOMMENDATION

1. Adopt Resolution No. 2021-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2018-141 FOR THE PROPERTY LOCATED AT 3755 FARQUHAR AVENUE"; and,
2. Direct the City Clerk to endorse on the title sheet of Parcel Map 2018-141, the certificate which embodies the approval of said maps, and submit maps to the County of Orange Recorder's Office.

BACKGROUND

On May 23, 2018, Resolutions No. PC 18-11, 18-12 and 18-13 of the Planning Commission were adopted, which conditionally approved Tentative Parcel Map 18-01. The approval was for the subdivision of a single parcel, located at 3755 Farquhar Avenue, for condominium purposes, which is in the Multiple-Family Residential (R-3) District.

DISCUSSION

Recording of the final map is a requirement of the conditions contained in Planning Commission Resolutions No. PC 18-11, 18-12 and 18-13, and also a requirement of Section 66426 of the California Government Code (Subdivision Map Act). The applicant has prepared the final parcel map for the proposed subdivision and has submitted it to

the City for approval and recording. The City Engineer has reviewed the submitted Final Parcel Map and all associated documentation, and is satisfied that the Final Parcel Map substantially complies with the Tentative Parcel Map for the subject property and the conditions of approval.

The County of Orange Surveyor's Office has also reviewed and approved the Parcel Map 2018-141 and has certified to the technical correctness and its compliance with the provisions of the Subdivision Map Act.

FISCAL IMPACT

None.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution No. 2021-30
 2. Parcel Map No 2018-141

RESOLUTION NO. 2021-30**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2018-141 FOR THE PROPERTY LOCATED AT 3755 FARQUHAR AVENUE**

WHEREAS, on May 23, 2018, Resolutions No. PC 18-11, 18-12 and 18-13 of the Planning Commission of the City of Los Alamitos were adopted, which conditionally approved Tentative Parcel Map 18-01 for the subdivision of a single parcel for condominium purposes, located at 3755 Farquhar Avenue, Los Alamitos, California; and,

WHEREAS, all necessary documentation associated with this parcel has been reviewed by the City Engineer; and,

WHEREAS, the Final Tract Map is substantially in compliance with the previously approved Tentative Parcel Map 18-01; and,

WHEREAS, the proposed use is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 - *In-Fill Development Projects* ; and,

WHEREAS, the Los Alamitos Municipal Code describes the local process for Final Map requirements in Chapter 16.26; and,

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and,

WHEREAS, the City Council finds that the proposed use together with the provisions for its design and improvement, is consistent with the General Plan as required by Title 7, Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the California Government Code, or any specific plan adopted pursuant to Title 7, Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the California Government Code; and,

WHEREAS, the City Council finds that Parcel Map No. 2018-141 satisfies the provisions of the Subdivision Map Act, Los Alamitos Municipal Code and the Conditions of Approval.

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 of the City of Los Alamitos, California hereby approves Parcel Map No. 2018-141, Exhibit A.

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

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Mark A. Chirco, 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 15th day of November, 2021, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

SHEET 1 OF 4

1 PARCEL
AREA GROSS & NET:
8,761 SQ.FT.
DATE OF SURVEY
FEBRUARY 10, 2017
ALL OF TENTATIVE PARCEL
MAP NO. 2018-141

PARCEL MAP NO. 2018-141

IN THE CITY OF LOS ALAMITOS

COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION THE EAST ONE-HALF (1/2) OF LOT 162, TRACT NO. 693, AS PER MAP THEREOF RECORDED IN BOOK 20, AT PAGE 48, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

FOR CONDOMINIUM PURPOSES

DAVID C. QUEYREL L.S. 7703 ANACAL ENGINEERING COMPANY
FEBRUARY 2017

ACCEPTED AND FILED AT THE
REQUEST OF:

CHICAGO TITLE COMPANY

DATE _____

TIME _____ FEE _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK - RECORDER

BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED ~~XXXX~~ FOR PUBLIC ALLEY.

WE HEREBY DEDICATE TO THE PUBLIC THAT 2.5 FOOT PORTION OF THE ALLEY AS SHOWN ON THIS MAP.

PLAT O ENTERPRISES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

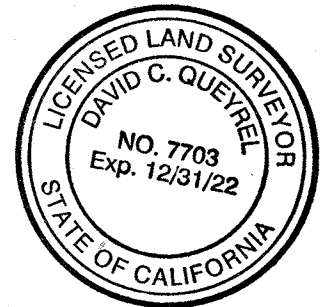
BY: NEOKLIS ZAMVAKBLIS
TITLE: MANAGER

BY: NEOKLIS
TITLE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF OLYMPIA STAPAKIS ON FEBRUARY 10, 2017. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER COMPLETION OF CONSTRUCTION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DAVID C. QUEYREL 9-20-21
DATE
L.S. NO. 7703
EXPIRATION DATE: 12/31/22



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS 27th DAY OF October 2021

CHRIS C. KELLEY RCE 83179
ACTING CITY ENGINEER EXP. DATE 3/31/2023
CITY OF LOS ALAMITOS

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2020.

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____ 2020.

SHARI L. FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- ① FARMERS AND MERCHANTS BANK OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PIPES, CONDUITS, POLES, WIRES AND OTHER MEANS OF CONVEYING TO AND FROM SAID PROPERTY, GAS, ELECTRICITY, WATER, TELEPHONE, AND TELEGRAPH SERVICE, SEWAGE, DRAINAGE AND OTHER THINGS OF CONVENIENCE. RECORDED SEPTEMBER 26, 1929 IN BOOK 304, PAGE 473, OFFICIAL RECORDS.
- ② SOUTHERN CALIFORNIA EDISON COMPANY. HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES. RECORDED MAY 16, 1951 IN BOOK 2189, PAGE 159, OFFICIAL RECORDS.

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL ASPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DAVID O. KNELL, P.L.S. 5301
ACTING CITY SURVEYOR



10-26-2021
DATED

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS: THE 2.50 FT. DEDICATION ~~FOR~~ "X" FOR ALLEY PURPOSES AS SHOWN ON SAID MAP.

AND DID ALSO APPROVE SAID MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS DATE OF _____ DAY OF _____

WINDMERA QUINTANAR, MMC
CITY CLERK OF THE CITY OF LOS ALAMITOS

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

1 PARCEL
AREA GROSS & NET:
8,761 SQ.FT.
DATE OF SURVEY
FEBRUARY 10, 2017
ALL OF TENTATIVE PARCEL
MAP NO. 2018-141

PARCEL MAP NO. 2018-141
IN THE CITY OF LOS ALAMITOS
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DAVID C. QUEYREL L.S. 7703 ANACAL ENGINEERING COMPANY
FEBRUARY 2017

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

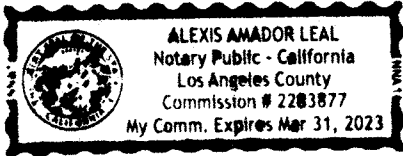
STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON October 8th 2021 BEFORE ME, Alexis Amador Leal
NOTARY PUBLIC, PERSONALLY APPEARED

Neoklis Zambakellis, 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



SIGNATURE Alexis Leal
Alexis Amador Leal
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN Los Angeles COUNTY.
MY COMMISSION NO. 2203077
MY COMMISSION EXPIRES 03-31-23

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

ON _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY.
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____
(NAME PRINTED)

DAVID C. QUEYREL L.S. 7703 ANACAL ENGINEERING COMPANY

FEBRUARY 2017

● INDICATES MONUMENT FOUND AS NOTED.

▲ INDICATES FOUND O.C.S. GPS CONTROL STATION. MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

- INDICATES SET 2" IRON PIPE DOWN 0.50' TAGGED "L.S. 7703" OR SPIKE AND WASHER TAGGED L.S. 7703, FLUSH. TO BE SET WITHIN 90 DAYS AFTER COMPLETION OF CONSTRUCTION.

R1 - INDICATES RECORD OR CALC'D FROM RECORD,
INFO PER PM NO. 2002-235 PMB 341/42-43

R2 - INDICATES RECORD OR CALC'D FROM RECORD,
INFO PER TR NO. 693 MM 20/48

R3 - INDICATES RECORD OR CALC'D FROM RECORD,
INFO PER TR NO. 11664 MM 510/37-48

GPS NO. 3740
N.2240690.81
E.6008219.70
FOUND PUNCHED DUREL BAR
DOWN 1.4' IN O.C.S. WELL
MONUMENT PER TR NO. 16841
MM 886/47-48, ACCEPTED AS
THE CENTERLINE INTERSECTION
OF KATELLA AVE. AND LOS
ALAMITOS BLVD.

SCALE:
1"=40'

DETAIL 'A'
SEE SHT 4

DETAIL 'B'
SEE SHT 4

THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL G.P.S. STATION NO. 3753 AND G.P.S. STATION NO. 3740 BEING NORTH 01°14'28" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, (CCS83) ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT) ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.999999157.

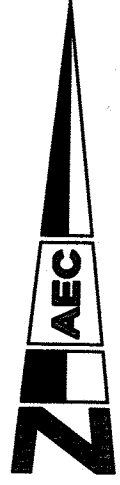
THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

SEE SHEET 4 FOR TIE DETAILS

1 PARCEL
AREA GROSS & NET:
8,761 SQ.FT.
DATE OF SURVEY
FEBRUARY 10, 2017
ALL OF TENTATIVE PARCEL
MAP NO. 2018-141

PARCEL MAP NO. 2018-141
IN THE CITY OF LOS ALAMITOS
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DAVID C. QUEYREL L.S. 7703 ANACAL ENGINEERING COMPANY
FEBRUARY 2017



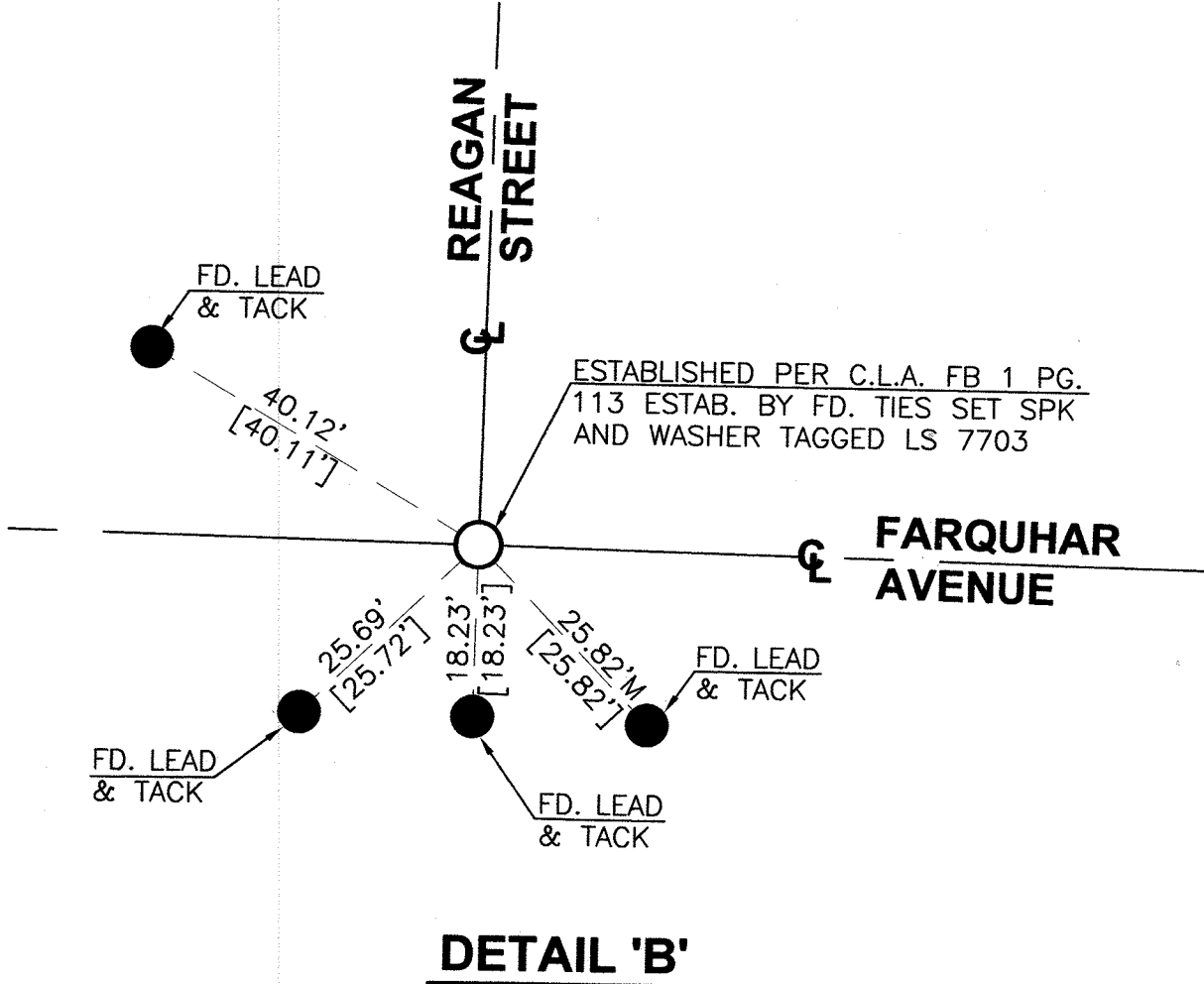
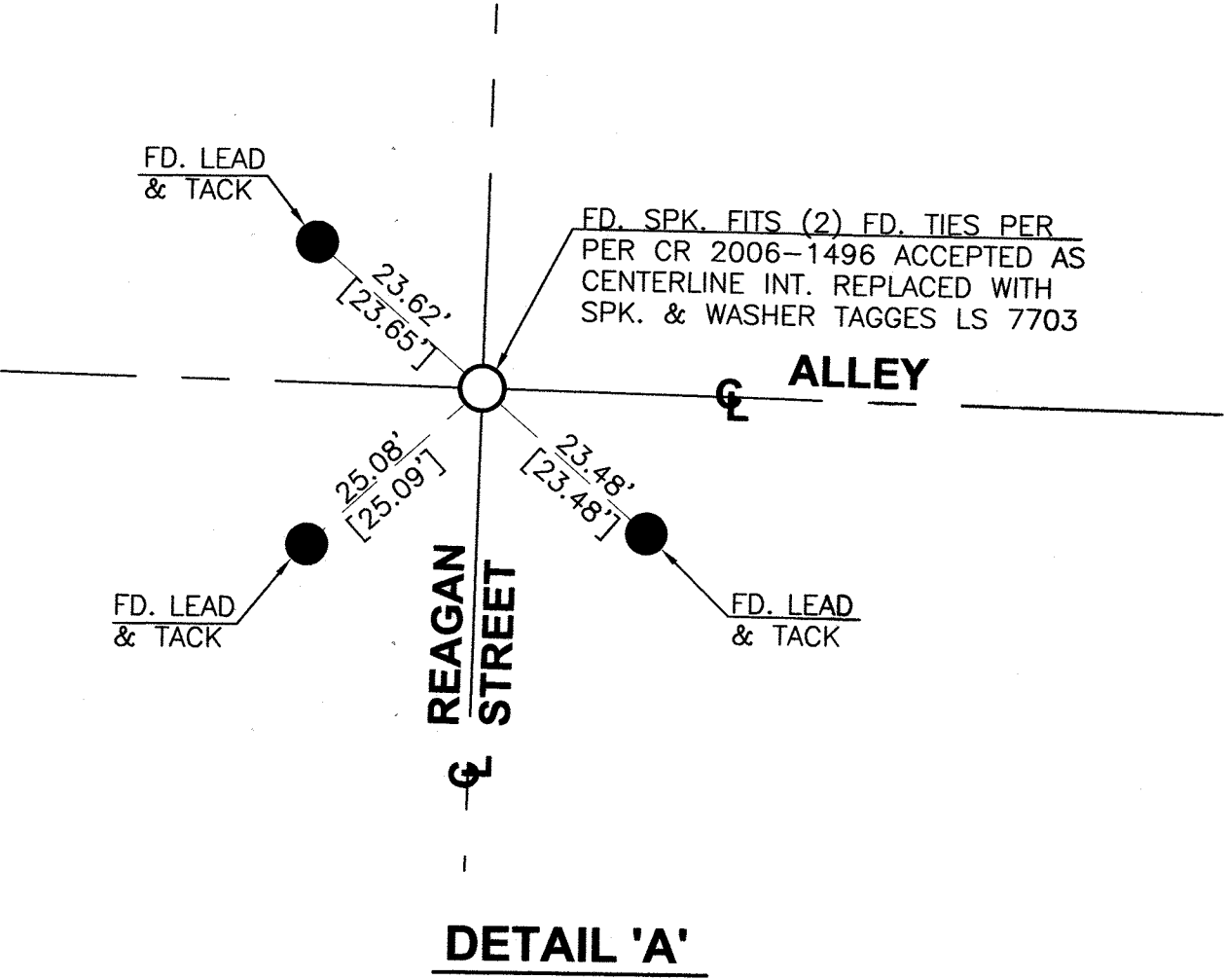
SCALE:
1"=20'

NOTES:

[] INDICATES RECORD PER C.L.A. TIE AS NOTED

MONUMENTATION NOTES:

- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES SET 2" IRON PIPE DOWN 0.50' TAGGED "L.S. 7703" OR SPIKE AND WASHER TAGGED L.S. 7703 TO BE SET WITHIN 90 DAYS AFTER COMPLETION OF CONSTRUCTION.



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11I

To: Mayor Mark A. Chirco & Members of the City Council

**Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

Subject: Notice of Completion (NOC) for the CDBG Howard Avenue Street Improvements Project from Reagan Street to Maple Street (CIP No. 20/21-02)

SUMMARY

Staff is recommending that City Council accept the project as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contracts Codes.

RECOMMENDATION

1. Accept as complete the construction by Onyx Paving for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,970.00, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

As part of the City's ongoing pavement management program, the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02) incorporated the construction of grinding and overlay work along Howard Avenue from Reagan Street to Maple Street. The project also included all manholes, water valve, and utilities within the project limits adjusted to grade.

The plans and specifications for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02) were approved by Council on 02/16/2021 with the project being awarded to Onyx Paving on 05/17/2021.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of \$136,400 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2020-21	CDBG	110,000
2020-21	Gas Tax	11,000
2020-21	Measure M - ADA Sidewalk	15,400
Howard Ave. Pavement Project		<u>136,400</u>

The project was within the overall funding budget. The project was under budget due to the final quantities being slightly below the estimate.

Construction Bid Price	\$101,400.00
Change Orders	\$0
Total Construction Price	\$99,400.00

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 20/21-02 Notice of Completion



RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos reconstructed the street segment of Howard Avenue, from Raegan Street to Maple Street, as part of the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02). The work consisted of grinding and overlaying portions of the said street as part of the City's ongoing pavement management program. All manholes, water valve, and utilities within the project limits were adjusted to grade.

4. The work was completed on 09/15/2021
5. The contractor was: Onyx Paving, Inc.

Dated 11/05/2021

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Chris Kelley, City Engineer of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11J

To: Mayor Mark A. Chirco & Members of the City Council

**Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

**Subject: Notice of Completion (NOC) for the Suburbia Neighborhood
Street Improvement Project – (CIP 20/21-03)**

SUMMARY

Staff is recommending City Council accept the project as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contracts Codes.

RECOMMENDATION

1. Accept as complete the construction by Onyx Paving for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$16,688.51, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

As part of the City's ongoing pavement management program, the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) included all manholes, water valve, and utilities within the project limits adjusted to grade. Construction also incorporated grinding and overlay work on the following streets in the Suburbia Neighborhood:

- Rochelle Street
- Linda Way
- Barbi Lane
- Maple Street
- Kelly Lane
- Denwood Avenue

The plans and specifications for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) were approved by Council on 05/17/2021 with the project being awarded to Onyx Paving on 07/19/2021.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of \$459,930 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2020-21	SB-1	186,984
2020-21	Gas Tax	150,000
2020-21	Measure M	<u>122,946</u>
Suburbia St Pavement Project Total		<u>459,930</u>

The project was within the overall funding budget. The project was under budget due to the final quantities being slightly below the estimate.

Construction Bid Price	\$337,000.00
Change Orders	\$0
Total Construction Price	\$333,770.26

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 20/21-03 Notice of Completion



RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Suburbia Neighborhood Street Improvement Project – CIP 20/21-03

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos reconstructed street segments of the Suburbia Neighborhood (Rochelle Street, Linda Way, Barbi Lane, Maple Street, Kelly Lane, Denwood Avenue), as part of the Suburbia Neighborhood Pavement Rehabilitation Project. The work consisted of grinding and overlaying portions of the said streets as part of the City's ongoing pavement management program. All manholes, water valve, and utilities within the project limits were adjusted to grade.

4. The work was completed on 09/21/2021
5. The contractor was: Onyx Paving, Inc.

Dated 11/05/2021

Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Chris Kelley, City Engineer of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

Chris Kelley, City Engineer

Dated: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11K

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 7 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement

SUMMARY

This item seeks approval of Amendment No. 7 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance until June 30, 2022. The current Professional Services Agreement (PSA) expires on December 31, 2021.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 7 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring June 30, 2022.

BACKGROUND

Bus shelters are an amenity provided at transit stops, providing cover from sun or weather, seating, and information about the transit system. The City currently has 19 bus shelter locations operated and maintained by the current contractor, Clear Channel Outdoor Inc. The availability of bus shelters with ad boxes within City limits, provides the capability to market City events, display public service announcements and other information provided by City partners.

Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2006.

The original agreement established 19 new bus shelters that Clear Channel purchased and installed at no cost to the City. Clear Channel solicits advertising for the shelters and allow the City a limited use of advertisement space at no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional.

DISCUSSION

In August 2021, staff issued RFP 2021-09 for the solicitation of bids from qualified contractors to construct and install new shelters, provide routine maintenance of all bus shelter locations, and operation of all related-lease advertising, at no cost to the City. In addition, the RFP sought an annual payment to the City for a net percentage of advertising revenue. As proposed, the released RFP prescribed direction to remove and install new shelters at the existing locations, with a potential of seven new shelters.

At the conclusion of bid opening on September 2, 2021, the City received no bid responses. While neighboring cities such as Seal Beach and Cypress currently hold contracts with similar specifications and a greater asking in annual payment than sought in this RFP, there are a couple elements that may have influenced the lack of response for this RFP – this includes the current climate as a result of the COVID-19 pandemic.

In an effort to provide additional time to consider all options and to ensure continuity services, staff seeks approval to extend the term of the Agreement for an additional six (6) months, ending on June 30, 2022. Proposed Amendment No. 7 would extend the City's contractual relationship with Clear Channel for six (6) additional months. Staff will bring the item back to a future meeting options for Council to consider.

FISCAL IMPACT

There is no fiscal impact for this service, as services are provided to the City at no cost under the terms of the agreement.

Submitted by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Amendment No. 7 – Clear Channel Outdoor, LLC
 2. Professional Services Agreement with Clear Channel

**AMENDMENT No. 7 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 7 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 15th day of November, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harbortgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 6, each of which are incorporated herein by this reference, the Agreement will expire on December 31, 2021 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is reached, City and Contractor desire to extend the term of the Agreement until June 30, 2022, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until June 30, 2022, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By:
Mark A. Chirco
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

By:
Michael S. Daudt
City Attorney

By:
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

By:
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.**

1. PARTIES AND DATES.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superseded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars (\$25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars (\$100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollars (\$200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars (\$50) per shelter, per day for normal violations; Three hundred fifty dollars (\$350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar,

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborage Way
Los Angeles, CA 90501

CITY:

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and 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, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

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

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

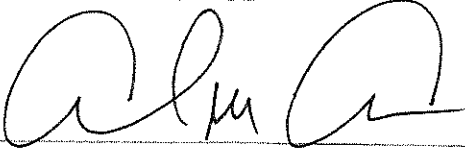
3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

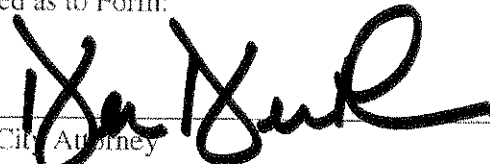
By:


Mayor

Attest:


City Clerk

Approved as to Form:


City Attorney

CLEAR CHANNEL OUTDOOR, INC.

By:

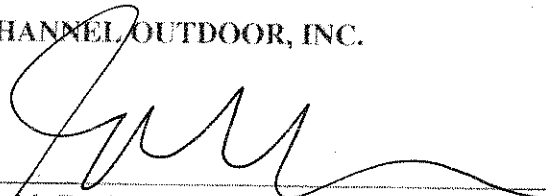

Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

**[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

A-1

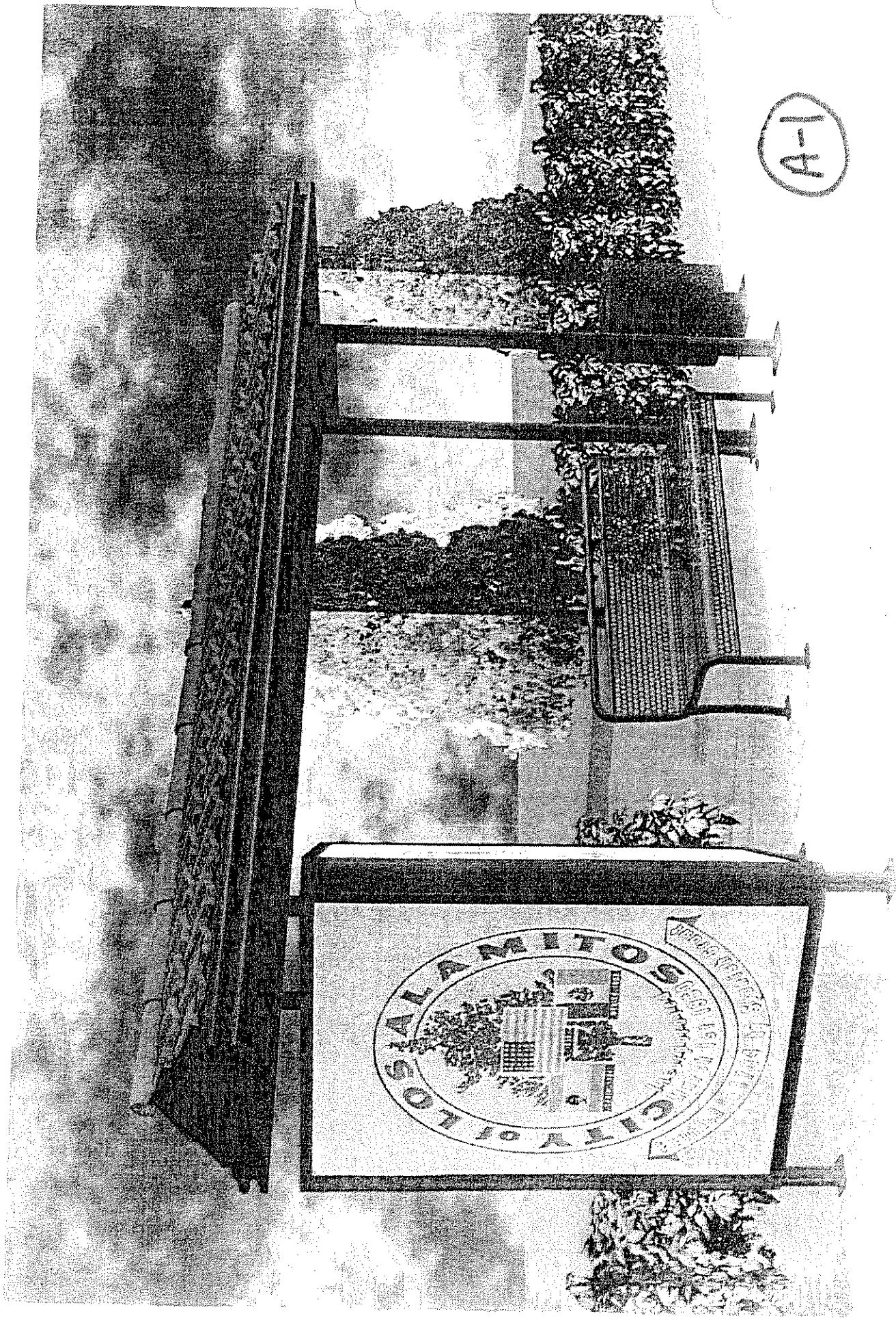


EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

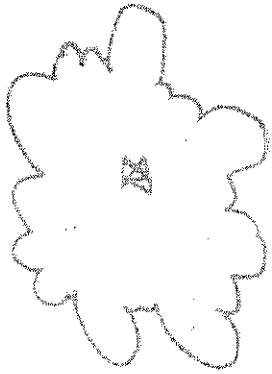
**[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

BUS SHELTER LOCATIONS

LOCATION		DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallingsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box

B-1

$\frac{1}{4}'' = 1'$
N



SYCAMORE

LAWN

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

LAWN

NO. 1.

SB KATELLA AVE. OPP. CIVIC CENTER PK.

BUS STOP

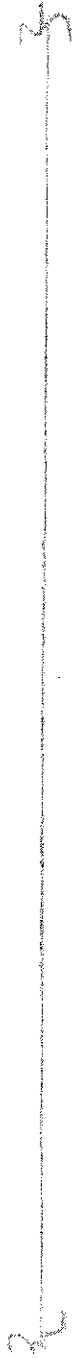
B-2

FISH CO. PARKING LOT



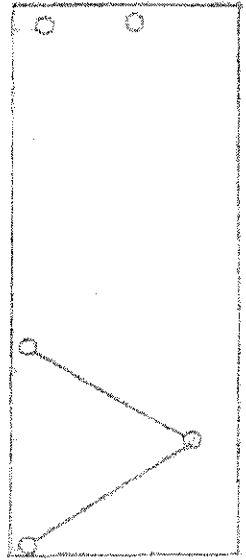
4" = 1'

LAWN



SIDEWALK

WATER METER



LIGHT POLE



13' SHELTER W/48" AD BOX

CURB

B-3

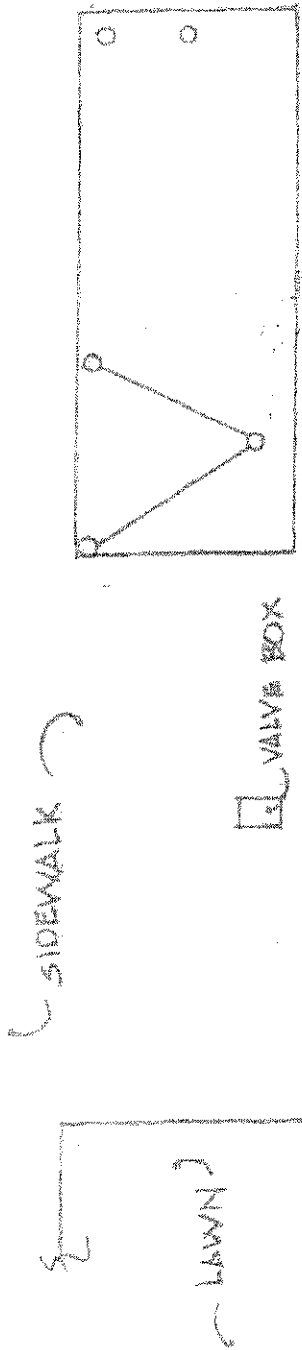
BUS STOP

SR LOS ANGELES BLVD. VS KATELLA

NO. 2

1/4" = 1'

BRICK WALL



13' SHELTER W/48\"

CURB

B-4

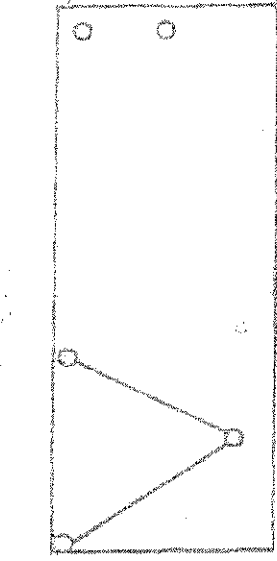
BUS STOP SE LOS ALAMITOS OPP. FARQUHAR NO. 3.

7

$K' = 1'$

BRICK WALL

SIDEWALK



LAWN

CREPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

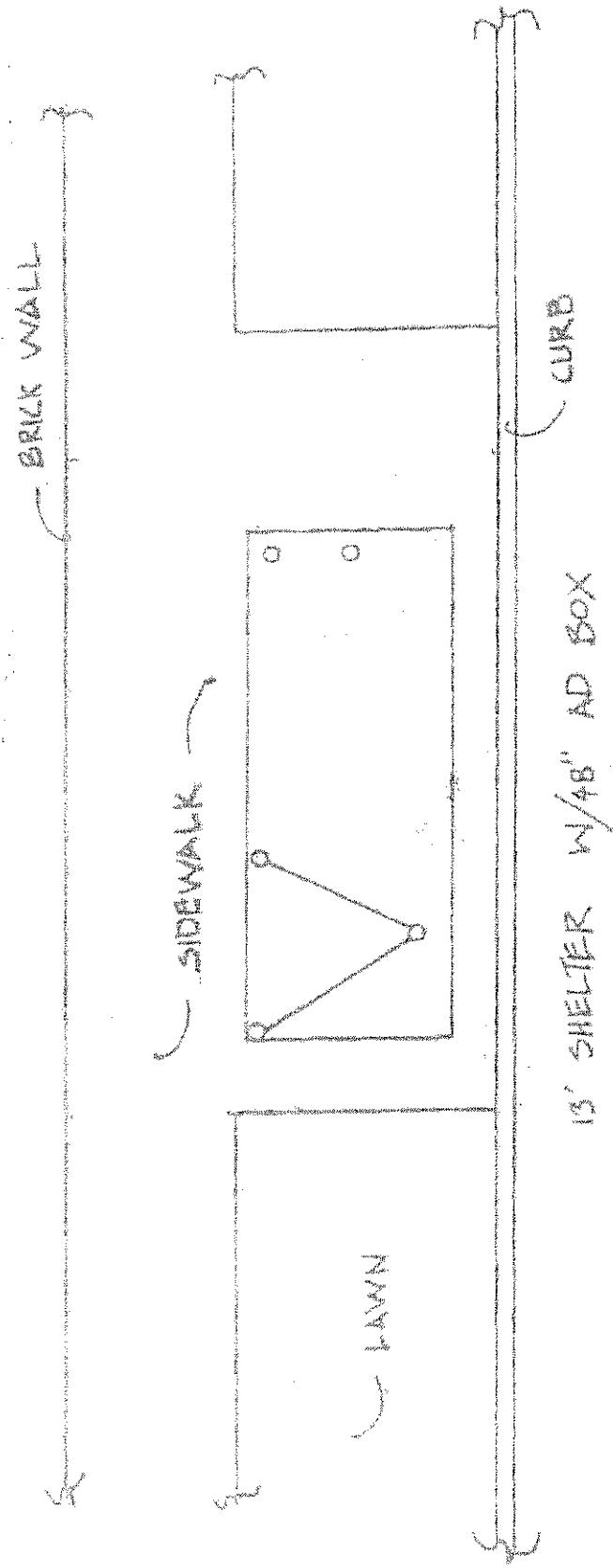
BUS STOP

SB LOS ALAMITOS FS ORANGEWOOD

NO. 4

(B-5)
20

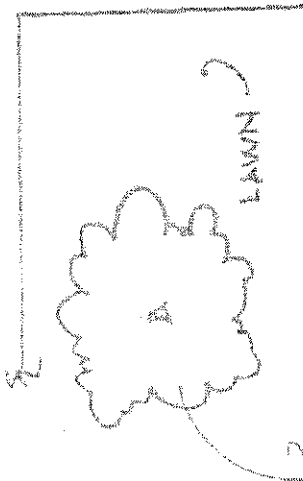
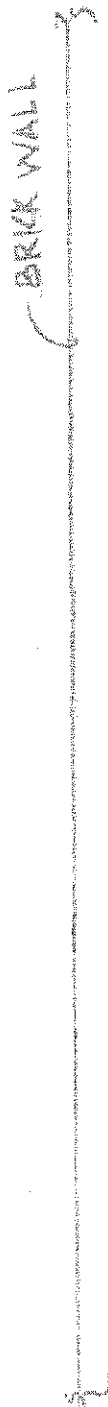
$\frac{1}{4}'' = 1'$



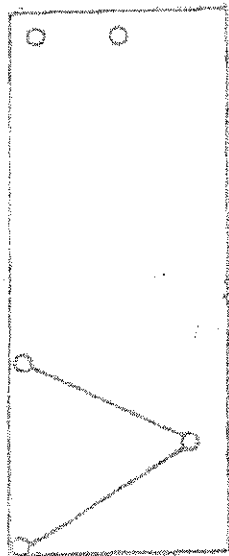
B-6 BUS STOP SB LOS ALAMITOS FS ROSSMOOR NO. 5.



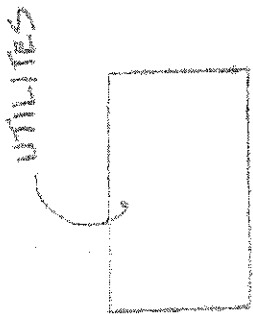
$Y_{20} = 1'$



CAPE MYRTLE



13' SHELTER W/48" AD BOX



6-7

BUS STOP

NB LOS ALAMITOS FS BRADBURY

NO. 6.

Scale
1" = 10'

1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

B-23-8

BILLS STOP

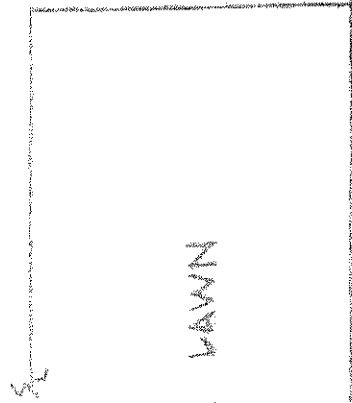
NB LOS ALAMITOS FS ROSSMOOR WAY

NO 7.

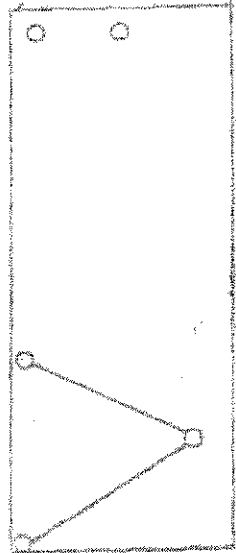
1/2" = 1'



SIDEWALK



LAWN



13' SHELTER W/ 13' AD BOX

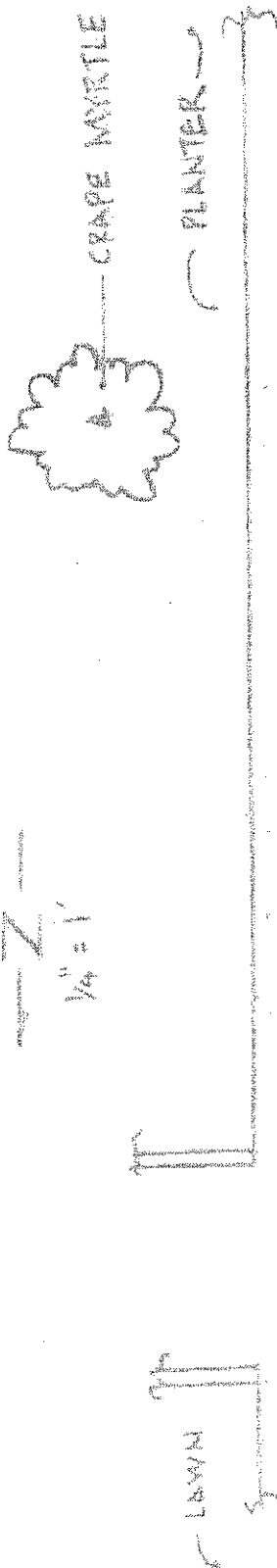
20-9

BLISS STOP

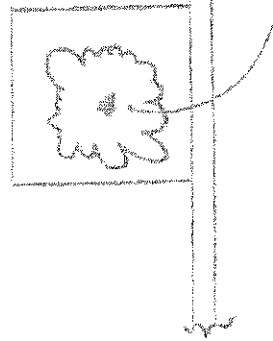
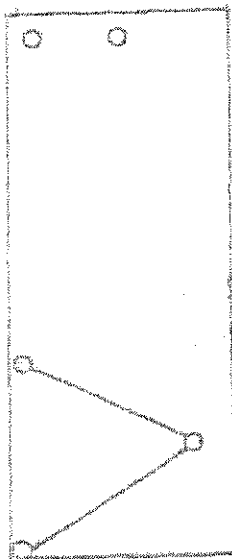
NB LOS ALAMITOS FS ORANGEWOOD

NO. 8.

1/4" = 1'



SIDEWALK



CHINESE ELLM

CURB

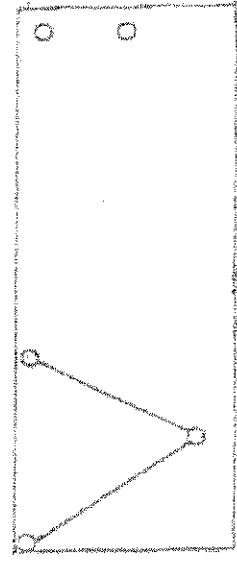
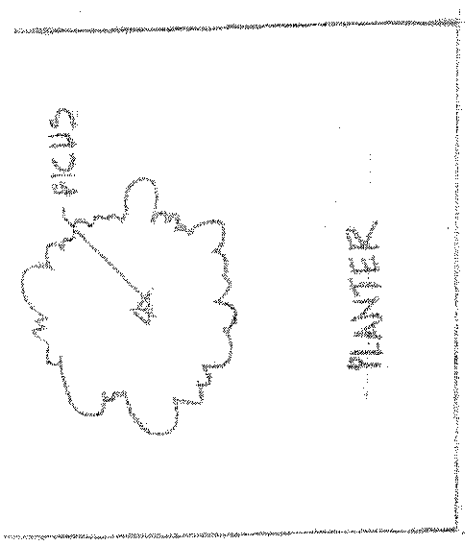
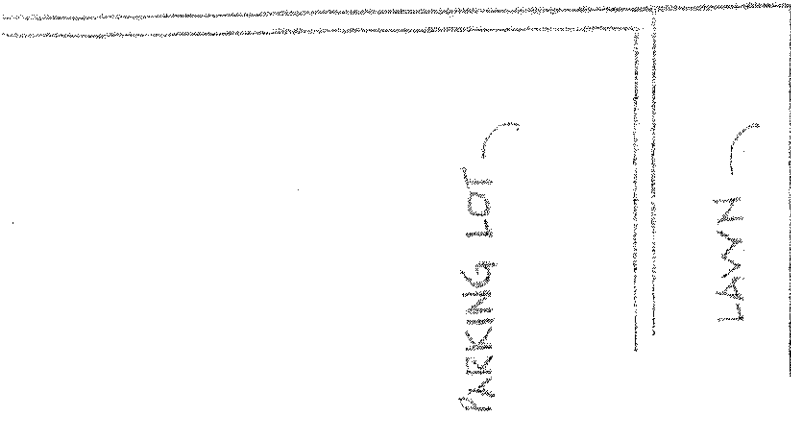
13' SHELTER W/48" AD BOX

26
B-10

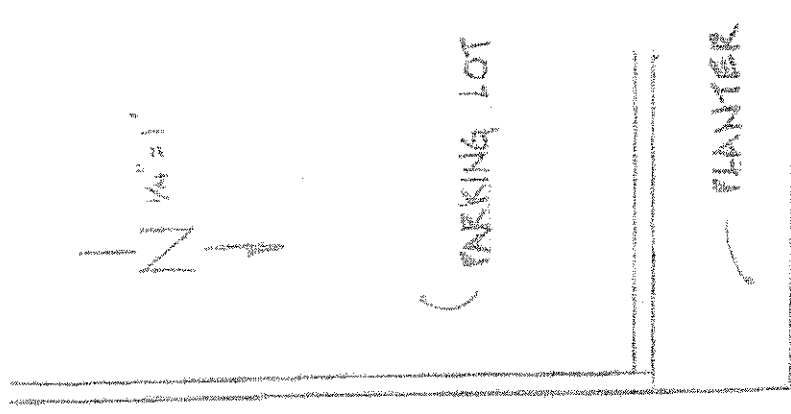
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NB LOS ALAMITOS IS FARGUWAY

NO. 9.



SIDEWALK



20
B-111

13' SHELTER W/48" AD BOX

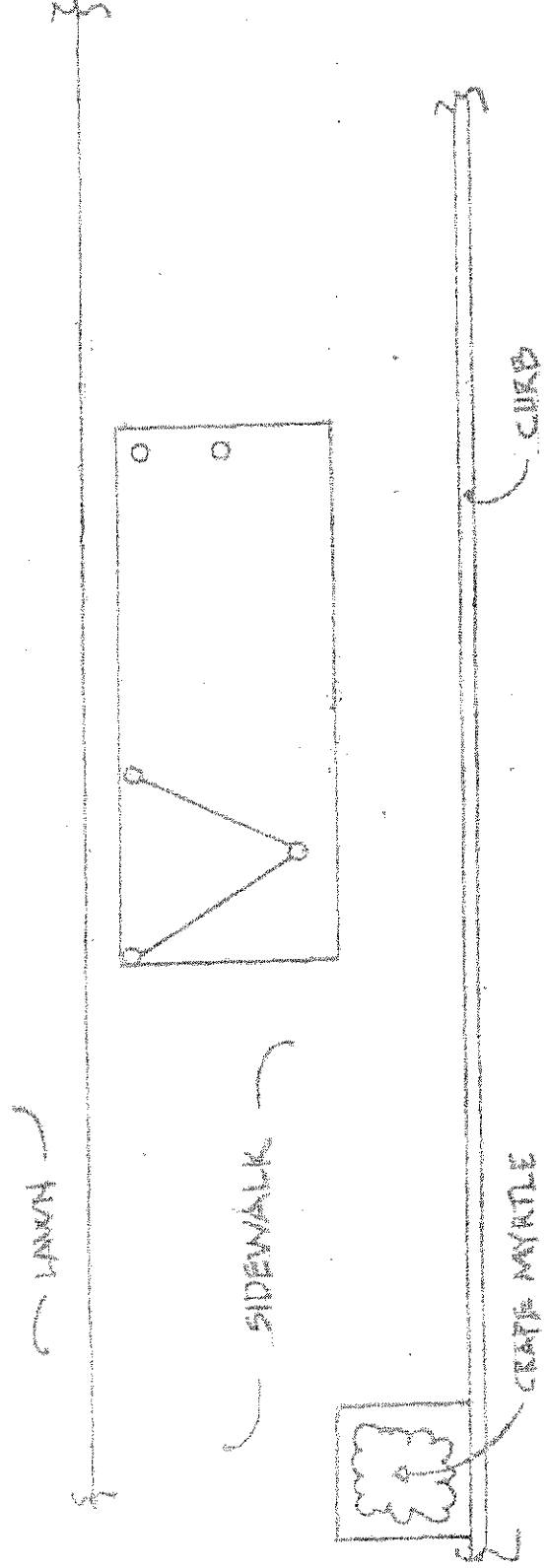
BILLS STOP

SA KATELLA & NDEL

NO. 10

1 N 1/4 = 1"

SYCAMORE



13' SHELTER W/48" AD BOX

(B-12)

B-11/5 STOP

WES KATELLA IS PORTAL

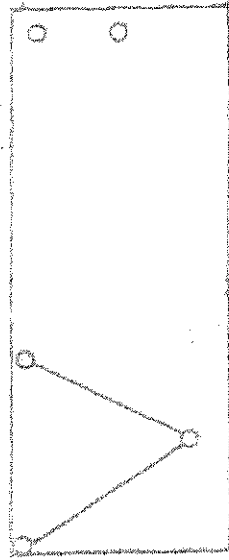
NO. 12. 11

1/2" = 1'

1/2" = 1'

3

LAWN



SIDEWALK

3

13' SHELTER W/ 48" AD. BOX

CURB

B-13

BUS STOP

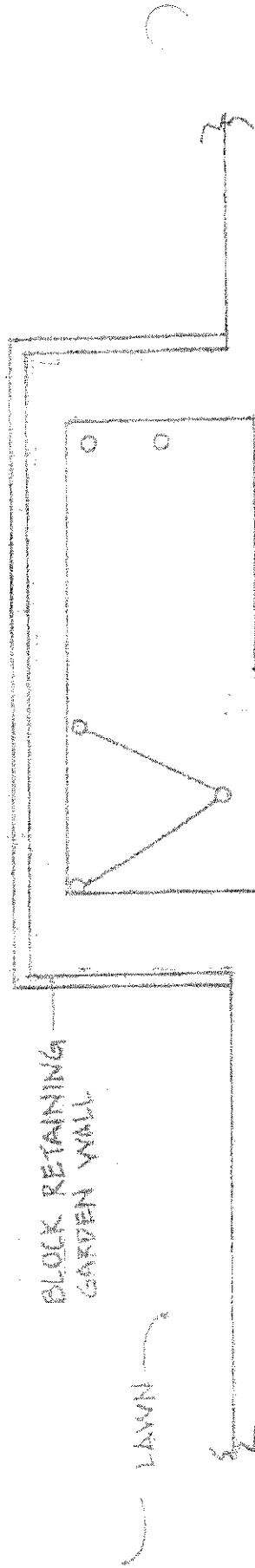
NB LOS ALAMITOS

ES KATELLA

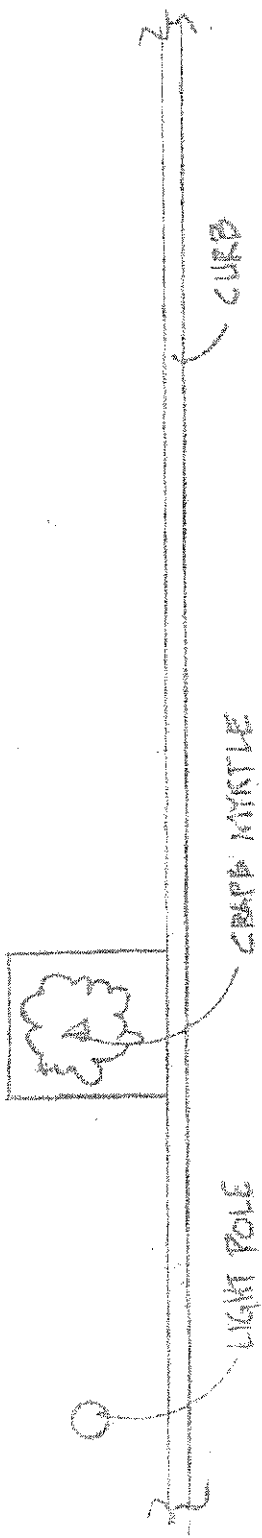
NO. 12.



1/4" = 1'



SIDEWALK



13' SHELTER w/48" AD BOX

B-14

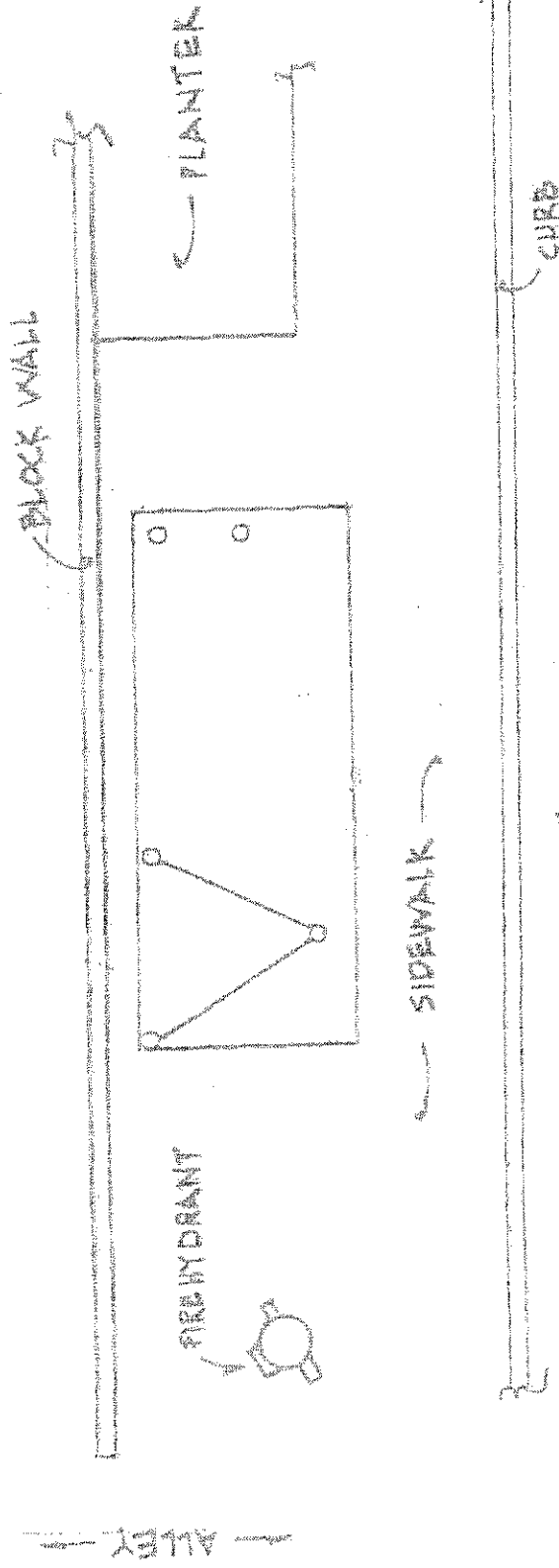
BUS STOP

NB

LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER) NO. 14

13.

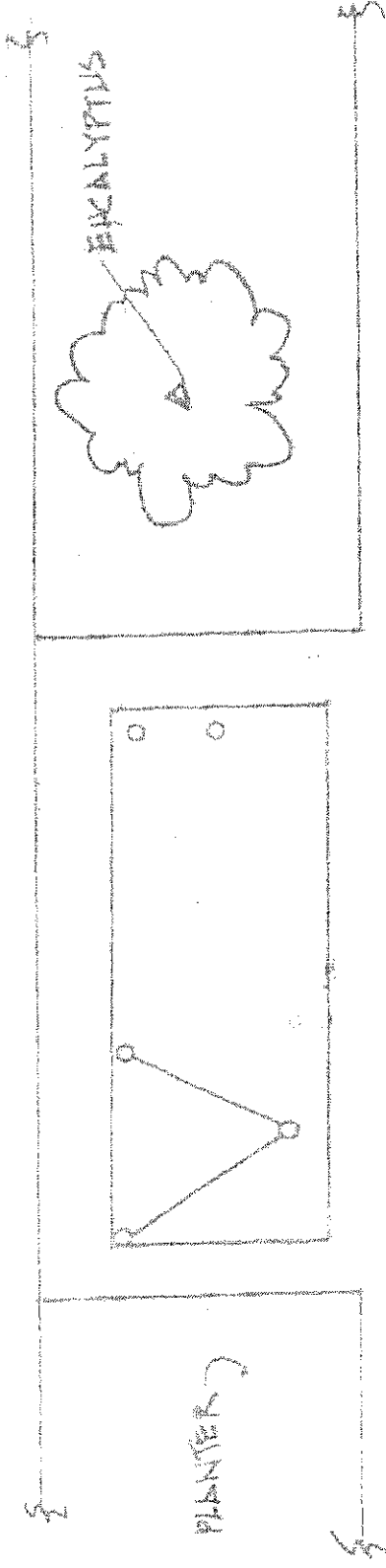
↑ N
V_{max} = 1'



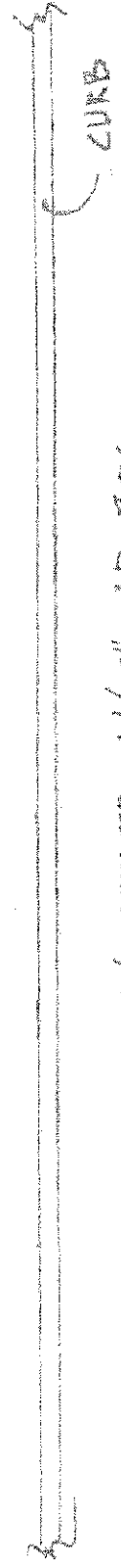
13' SHELTER W/48" AD BOX

(B-15th)

BUS STOP WB KATELLA FS WALNUT NO. 20. 14



SIDEWALK



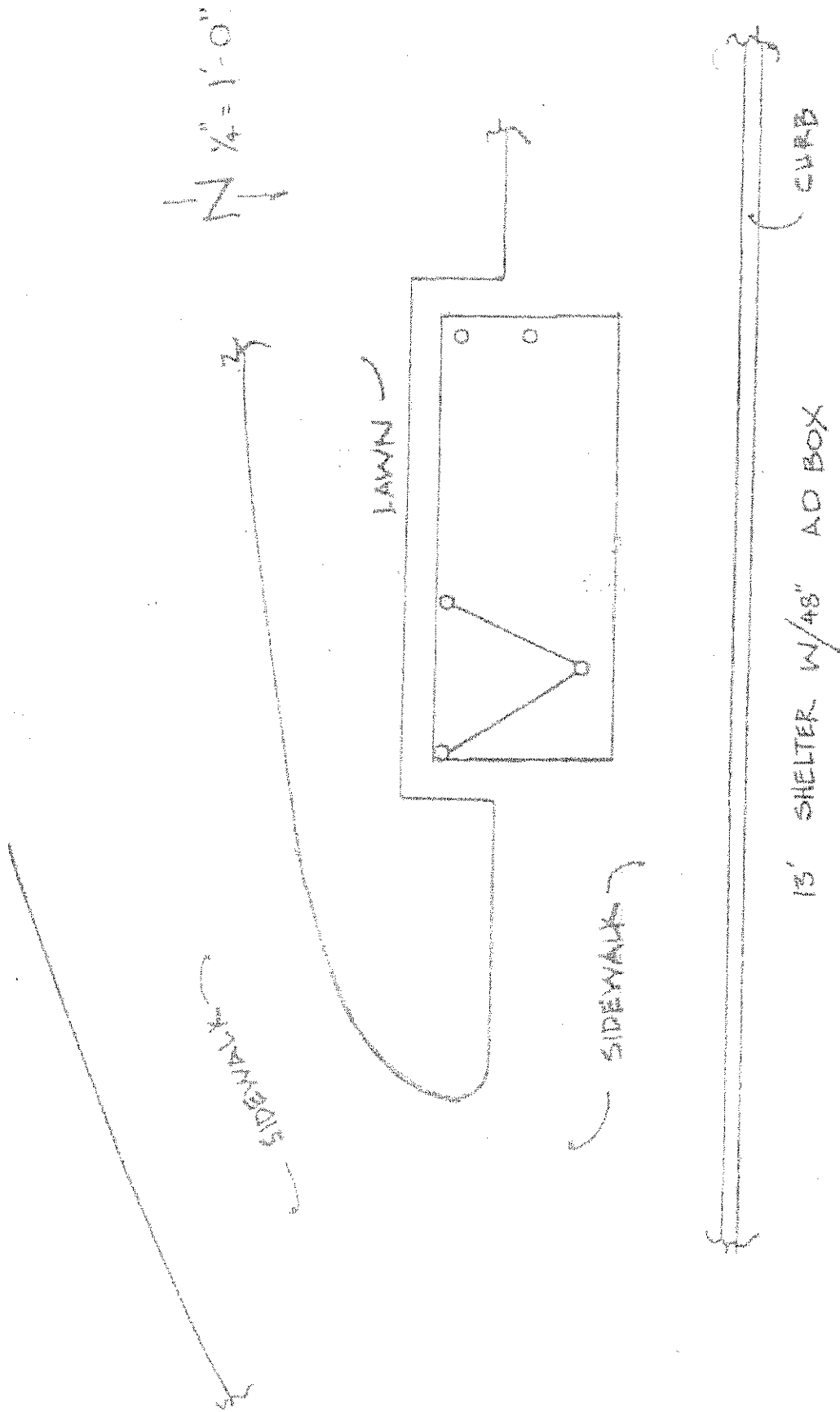
13' SHELTER W/48" AD BOX

1/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL NO ~~22~~ 15

B-16

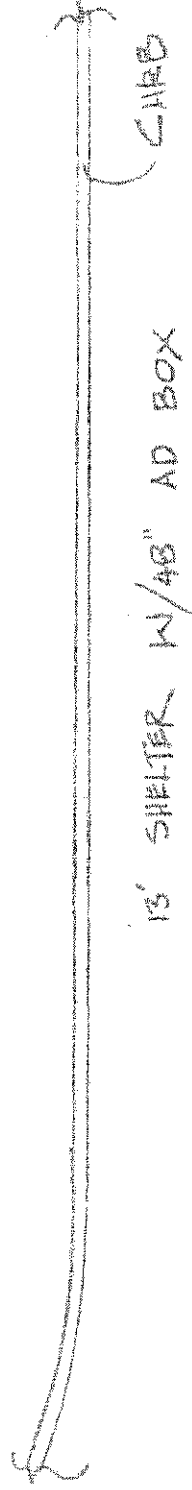
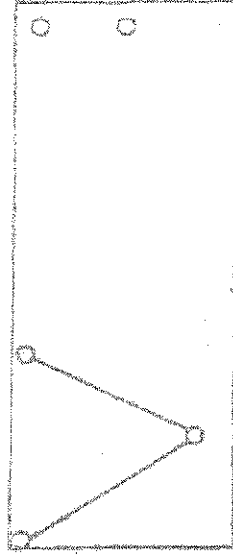
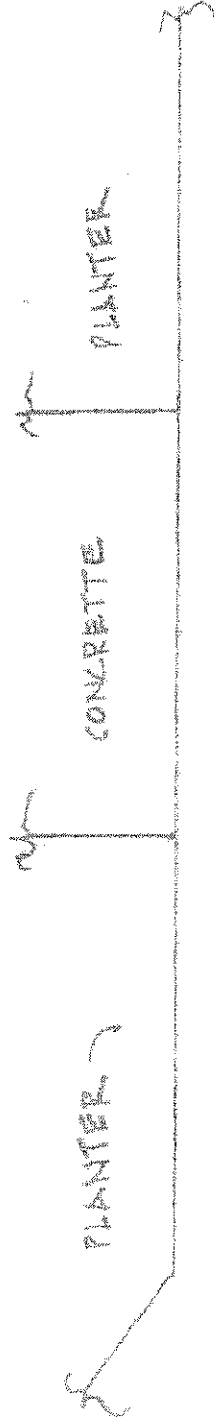


BUS STOP

EB. KATELLA FS WALINGSFORD NO. ~~26~~ 16

(B-17)

1/4" = 1'-0"



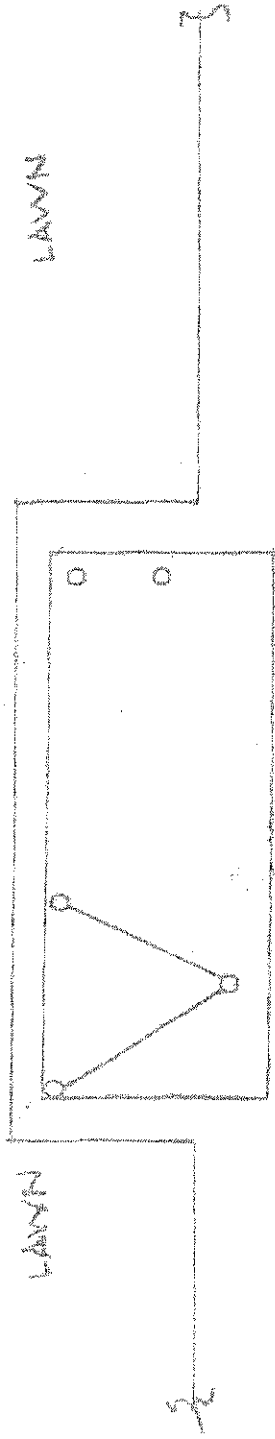
BUS STOP

E.B. KATELLA NS MAPLE

NO. ~~24~~ 17

6-18

1/4" = 1'-0"



13' SHELTER W/48" AD BOX

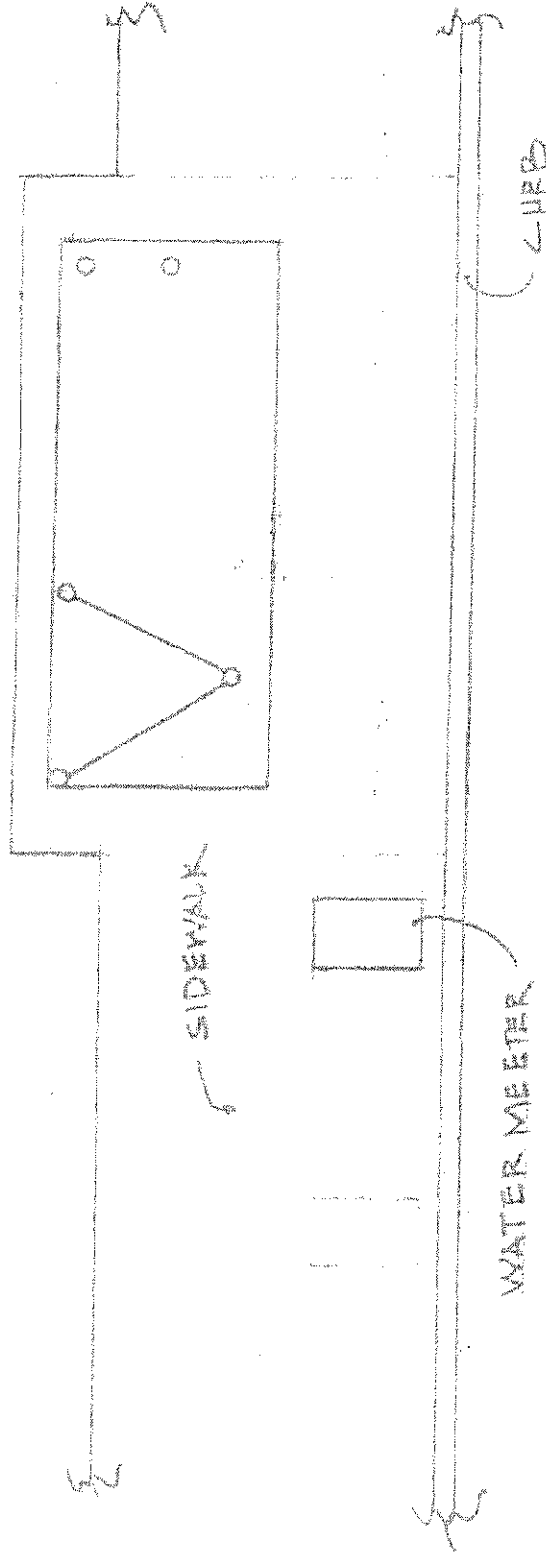
BUS STOP

EB. KATELLA OPP WALKER

NO. ~~37~~ 18

6-19
48

N 1/4" = 1'-0"



BUS STOP

W. B. KATELLA FS LEXINGTON NO. 33 19

B-20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

**[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**



CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- * Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.
- * Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.
- * Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.
- * Encourage diversity of advertised goods and services in all markets.



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER:11L

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer

Subject: Approval of Plans and Specifications and Authorization to Bid for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04)

SUMMARY

This report recommends actions to begin facilitating the construction for the CDBG Howard Avenue and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04).

RECOMMENDATION

1. Approve the plans and specifications for the construction of the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

As part of the City's overall street improvement project, the City proposes to grind and overlay the following streets:

- Bloomfield Street (Katella Avenue to Farquhar Avenue)
- Howard Avenue (Noel Street to Lexington Drive)

The project will include a grind and overlay as well as replacement of damaged curbs and gutters to correct drainage, and lifted sidewalks. ADA curb ramps will also be modified to current codes as necessary for accessibility.

DISCUSSION

The following is an approximate timeline for the completion of the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04):

- 11/15/2021 Approval of plans & specifications by the City Council
- 12/14/2021 Advertise project
- 01/11/2022 Bid opening
- 02/22/2022 Award of Contract (City Council Meeting)
- 03/21/2022 Start of construction
- 05/23/2022 End of construction

FISCAL IMPACT

Funding for this project is included in the 2021-2022 adopted budget and includes funds from CDBG and Measure M as shown below:

Available funding for the projects is provided as follows:

Source	Amount
CDBG	\$291,000
Measure M	\$50,000
Suburbia St Pavement Project Total	\$341,000

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 21/22-04 Bid & Specifications
 2. CIP No. 21/22-04 Plans

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
CIP 21/22-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JANUARY 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 11th day of January 2022.
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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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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TABLE OF CONTENTS

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS.....	F
SPECIAL PROVISIONS – SIGNING, STRIPING AND PAVEMENT MARKERS.....	G
STANDARD PLANS	APPENDIX – PART 1
FEDERAL REQUIREMENTS.....	APPENDIX – PART 2

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SECTION A

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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 11th day of January, 2022. The bids will be publicly opened and read at 11:00 a.m. on the 11th day of January, 2022, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, and construct curb and gutter on Bloomington from Farquhar Ave to Katella Ave and Howard Ave from Noel St to Lexington Dr. In addition, the project will also include signing and striping. Existing curbs and 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 CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and

shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

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

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

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

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

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

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

SECTION B

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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 **25 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the

contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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)

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Traffic Control	1	LS	\$	\$
2	Project Information Sign	1	EA	\$	\$
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	76,000	SF	\$	\$
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	690	TN	\$	\$
5	Remove and Construct 6-Inch Thick AC Pavement	30	TN	\$	\$
6	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	100	LF	\$	\$
7	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	100	SF	\$	\$
8	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	1	EA	\$	\$
9	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 6	4	EA	\$	\$
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case B Type 2	2	EA	\$	\$
11	Signing and Striping	1	LS	\$	\$
Total					

Bid Schedule Total \$_____

Bid Schedule Total (in words):_____

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

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

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

(Company Name of Bidder)

(Date)

BID BOND

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04**

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

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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)

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04

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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

**CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT, SPECIFICATION NO. CIP 21/22-04 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 CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT, SPECIFICATION NO. CIP 21/22-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding

body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in

CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

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

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

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

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

CONTRACTOR:

Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04

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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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: CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT, SPECIFICATION NO. CIP 21/22-04 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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

....., 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

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

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
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

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 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

**CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION
NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

AGCA Associated General Contractors of America



ASME American Society of Mechanical Engineers

CRSI Concrete Reinforcing Steel Institute

CSI Construction Specifications Institute

NFPA National Fire Protection Association

SSS State of California Standard Specifications, latest edition, Department of Transportation

SSP State of California Standard Plans, latest edition, Department of Transportation.

SSPWC Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

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

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

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

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

4-6 TRADE NAMES

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

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

5-4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

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

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

MATERIALS

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

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

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

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

INSTALLATION

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

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

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

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

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

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

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

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

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

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

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

Add the following Subsections:



DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

SECTION F

CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT SPECIFICATION NO. CIP 21/22-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS
CDBG HOWARD AVENUE AND BLOOMFIELD STREET IMPROVEMENT
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

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

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

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

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

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

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

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

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

Replace the first paragraph with the following:

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

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

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

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

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

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

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

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

A copy of test results shall be provided to the Engineer immediately upon completion of

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

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

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

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

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

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

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

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

203-11.2.4 Aggregate.

Replace this section with the following:

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

All aggregate used for ARHM shall be crushed aggregate.

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

203-11.3 Composition and Grading.

Add the following:

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

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air

voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

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

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

203-11.4 Mixing Asphalt and CRM.

Add the following:

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

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

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

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

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

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

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

203-11.5 Equipment for production of Asphalt-Rubber.

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

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

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

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

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to

the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

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

211-1.2 Field Density.

Add the following:

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

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

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

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

300-1.2 Root Pruning and Tree Trimming.

Add the following:

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

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

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

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

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

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

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

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

Add the following Subsection 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

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

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

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

300-2.9 Payment.

Replace the first sentence with the following:

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

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

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

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

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

300-4.10 Payment.

Replace this subsection with the following:

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

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

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

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

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

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

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

*****No work shall begin without this certificate on site, signed by the foreman.*****

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: " capable of spreading a

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafcro Polyflex Type III

Date

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

STREET	LIMITS	TOT. CRK LG
	TOTAL	

Add the following:

SECTION F – Page 33
SPECIAL PROVISIONS

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

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

*BKF LV II, spd1 #21 @ 20 RPM

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

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

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

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

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on

the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

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

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

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

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

302-5.5 Distribution and Spreading.

Add the following:

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

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

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

302-5.9 Measurement and Payment.

Add the following:

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

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

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

302-9.1 General.

Add the following:

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

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

Power brooms used ahead of paving operations after acceptance of cold milling shall

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

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

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

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

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

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

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

302-9.4 Rolling.

Add the following:

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

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

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

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

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

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

Add the following Subsections:

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

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

The field density of compacted ARHM shall be determined by:

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

the cylinder to obtain:

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

e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

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

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

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

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

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

TABLE 302-9.4.1A REDUCED COMPENSATION FACTORS

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

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

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

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

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

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus

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

302-9.7 Rock Dust Blotter.

Add the following:

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

302-9.9 Payment.

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

Payment for **Construct 1.5-Inch ARHM Overlay Uniform Depth** shall be paid at the contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, crack sealing, tack coat, rock dust blotter, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

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

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

Sawcutting shall be accomplished by the use of a power driven saw. The depth

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

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

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

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

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

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

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

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

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

303-5.9 Measurement and Payment.

Add the following:

Payment for **Remove and Construct A2-6 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, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

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

Payment for **Remove and Construct Curb Ramp per SPPWC Std Plan 111-5 (Case and Type per Plan and Bid Schedule)** 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, detectable warning surface, 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.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

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

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

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

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

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

Replace this subsection with the following:

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

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

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

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

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

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

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

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

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

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

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

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

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

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

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

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

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

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

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

403-5 PAYMENT

Add the following:

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

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

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

404-7 WORK SITE MAINTENANCE

Add the following:

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

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

completed for cold milling.

404-11 PAYMENT

Add the following:

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

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, 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 **Traffic Control** shall be at the **lump sum (LS)** bid price and shall include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

SECTION G
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-

inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint, two (2) coats, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02C Paint. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping, crosswalks, and pavement markings.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

SPECIAL PROVISIONS

ELECTRICAL WORK AND SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2018 Caltrans Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements

promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03L Utility Service. Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval by the utility shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. The Contractor shall pay all service connection fees.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

PAYMENT

Payment for inductive loops and the installation thereof shall be paid per unit price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Standard Plans

APPENDIX – PART 2

Federal Requirements

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 COMPANY (562) 907-9200
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ASPH	ASPHALT	O.C.	ON CENTER, OWNERS CONDUIT
BEG	BEGIN	OG	ORIGINAL GROUND
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
CB	CATCH BASIN	P/L	PROPERTY LINE
C/L	CENTER LINE	PROP	PROPOSED
C&G	CURB & GUTTER	PVI	POINT OF VERTICAL INFLECTION
CLR	CLEAR	RW	RECLAIMED WATER
CONST	CONSTRUCT	S	SANITARY SEWER
D/W	DRIVEWAY	SCE	SOUTHERN CALIFORNIA EDISON
ESMT	EASEMENT	SCO	SEWER CLEANOUT
EP	EDGE OF PAVEMENT	SE	SOUTHEAST
EL	ELEVATION	SF	SQUARE FOOT
EX\EXIST	EXISTING	SD	STORM DRAIN
FF	FINISHED FLOOR	SMH	SEWER MANHOLE
FO	FIBER OPTIC CABLE	STA	STATION
FS	FINISHED SURFACE	STD	STANDARD
FL	FLOW LINE	SPPWC	STANDARD PLANS FOR
H	HEIGHT		PUBLIC WORKS CONSTRUCTION
HMA	HOT MIX ASPHALT	TBD	TO BE DETERMINED
HP	HINGE POINT	TC	TOP OF CURB
INV	INVERT	TD	TOP OF DITCH
JPCP	JOINTED PLAIN	TF	TOP OF FOOTING
	CONCRETE PAVEMENT	TLP	TOP OF LEVELING PAD
L	LENGTH	TRANS	TRANSITION
LF	LINEAR FOOT	TW	TOP OF WALL
LOL	LAYOUT LINE	TYP	TYPICAL
MAX	MAXIMUM	UGU	UNDERGROUND UTILITIES
MBGR	METAL BEAM GUARD RAILING	VAR	VARIES
MIN	MINIMUM	VLT	VAULT
		W	WIDTH, WATER
		WV	WATER VALVE

AGENCIES TO BE NOTIFIED:

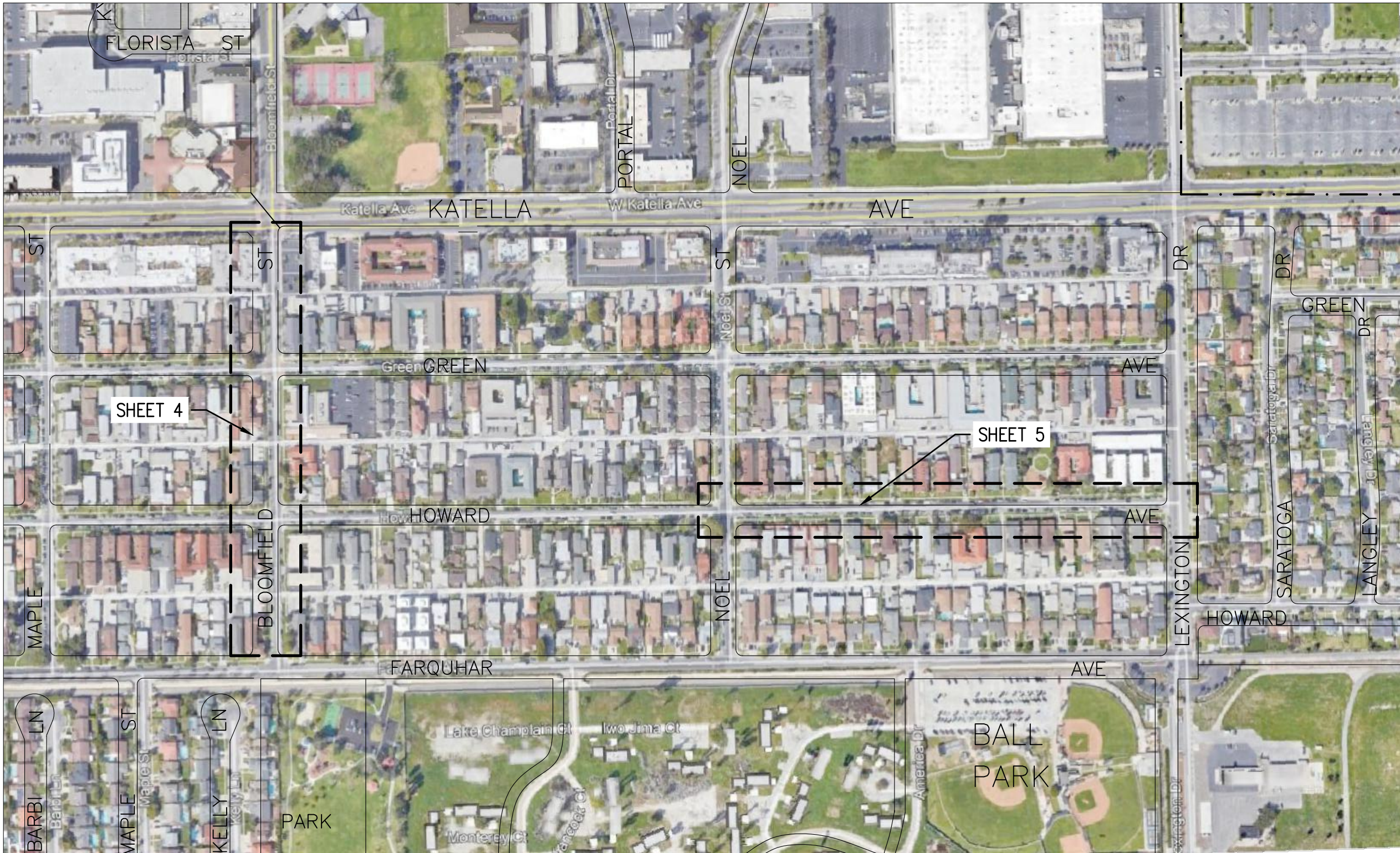
- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN 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



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

CDBG HOWARD AVE &
BLOOMFIELD ST

FY 2021-2022



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-3	DETAIL SHEETS
4	BLOOMFIELD STREET STREET IMPROVEMENT PLAN
5	HOWARD AVENUE STREET IMPROVEMENT PLAN

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
- CURB MARKINGS SHALL BE PAINT, TWO (2) COATS.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- UNLESS OTHERWISE NOTED, INDUCTIVE LOOPS SHALL BE 6' CIRCULAR TYPE E AND CENTERED IN THE TRAVEL PORTION OF THE LANE.



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



DRAWN BY	CL, MC, BC
CHECKED BY	FW
DESIGNED BY	MC

APPROVED
City Engineer

11/8/2021
Date

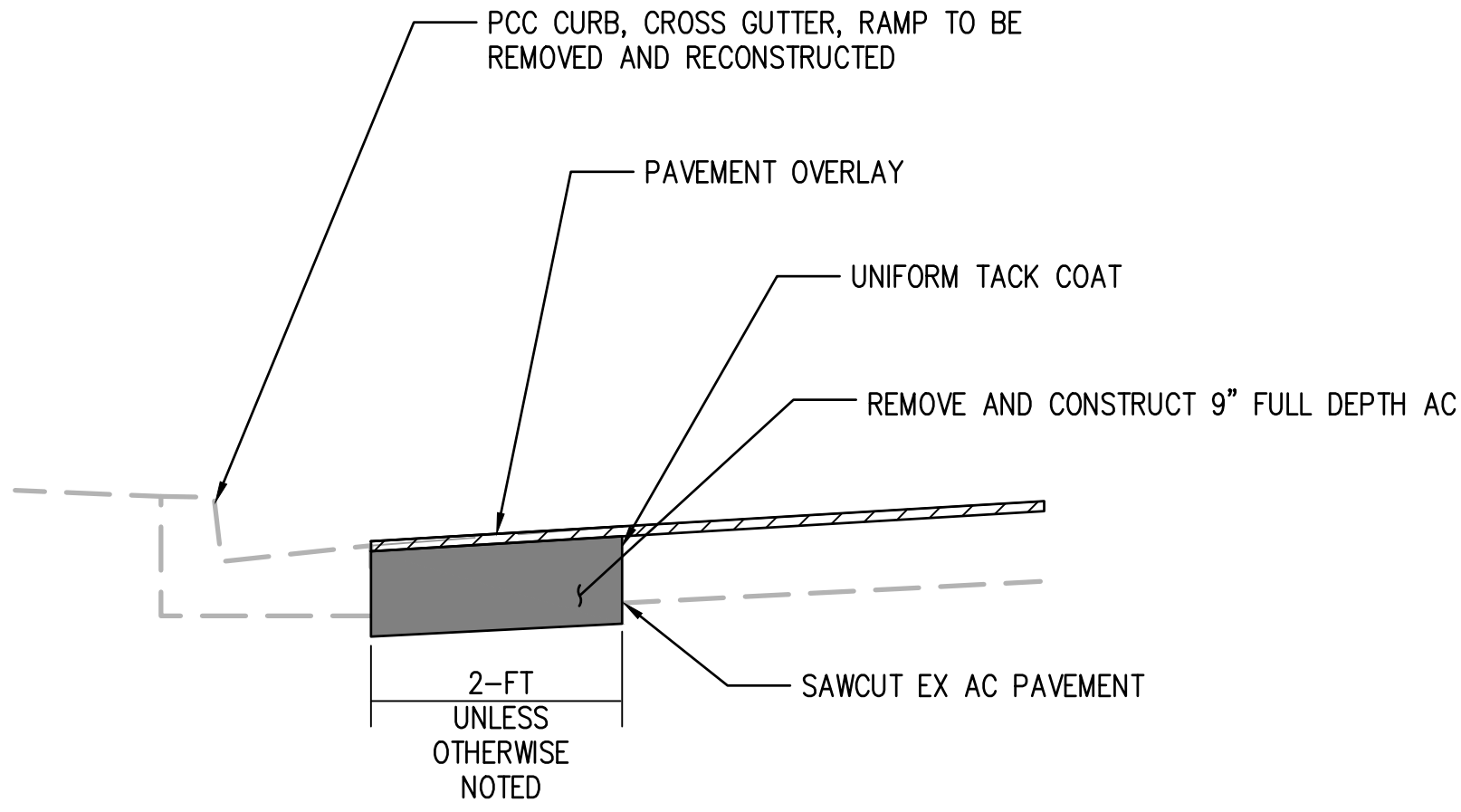
CITY OF LOS ALAMITOS

CDBG HOWARD AVE & BLOOMFIELD ST

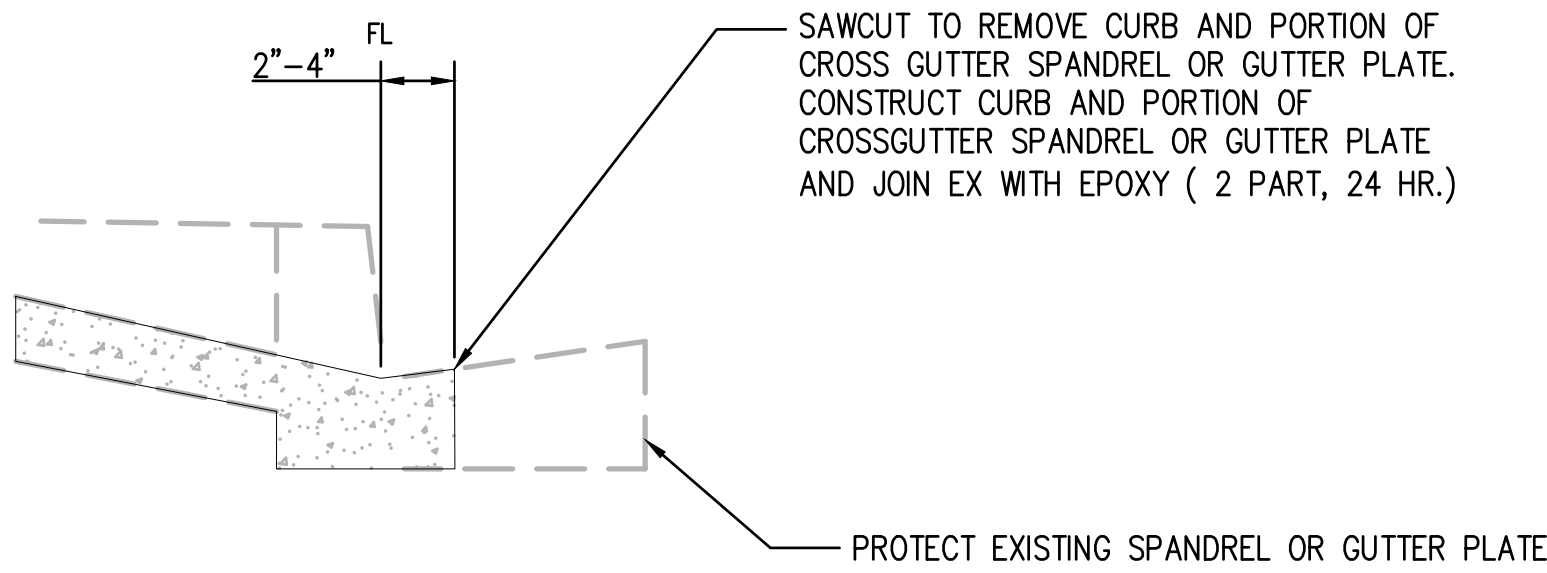
TITLE SHEET

SHEET 1 OF 5

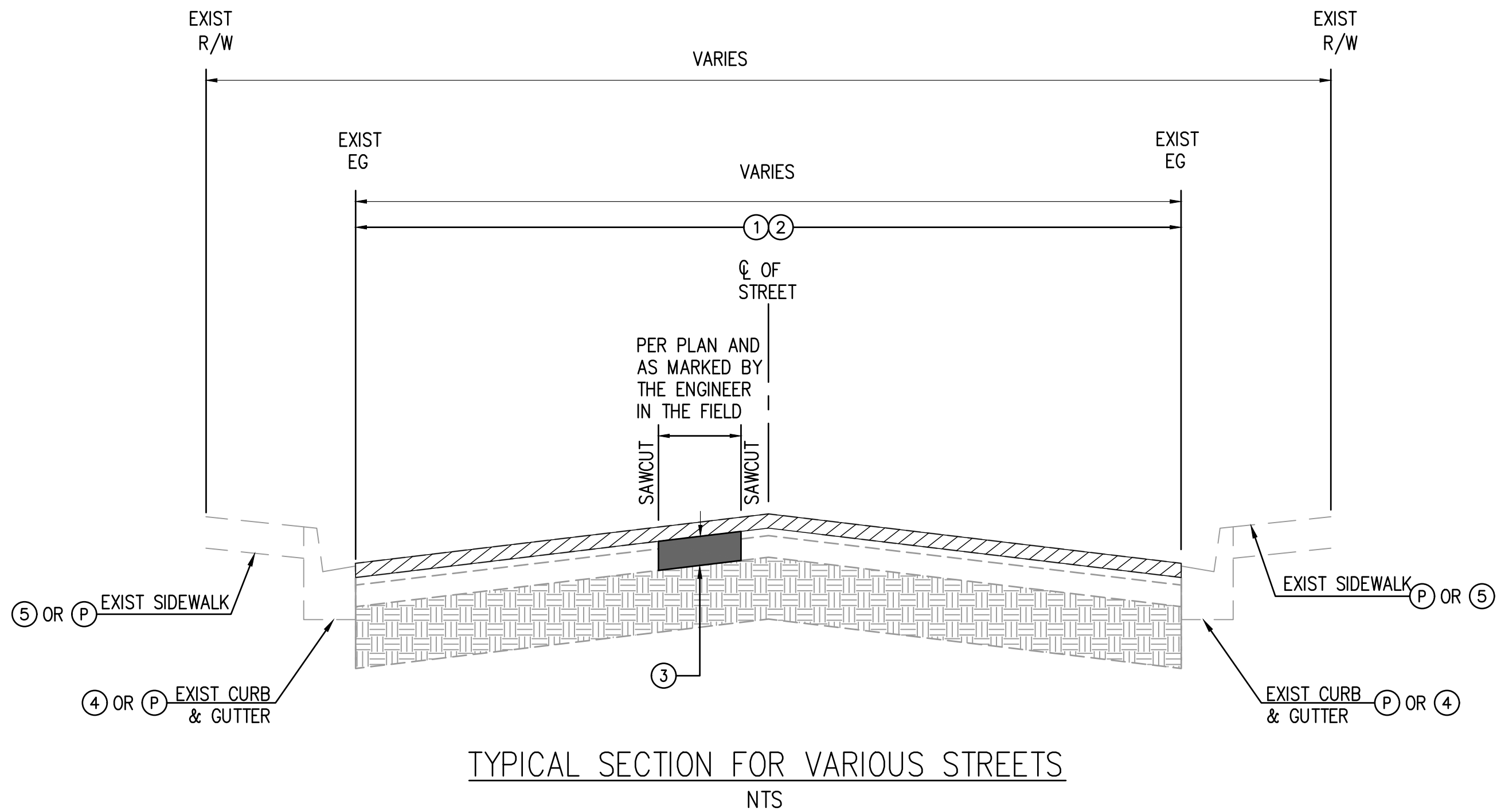
NOT FOR CONSTRUCTION



SLOT PAVEMENT DETAIL "A"
NTS



SAWCUT DETAIL AT SPANDREL OR CROSS GUTTER "B"
NTS

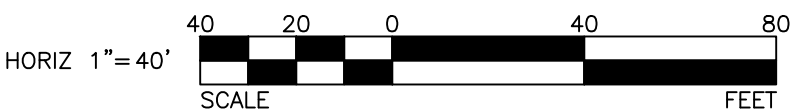


CONSTRUCTION NOTES:

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑧ ADJUST TO GRADE (ITEM AS NOTED)
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- SLURRY SEAL, TYPE 2
- PCC IMPROVEMENTS



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D



DRAWN BY	CL, MC, BC	11/8/2021
CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	11/8/2021	
City Engineer	Date	

CITY OF LOS ALAMITOS

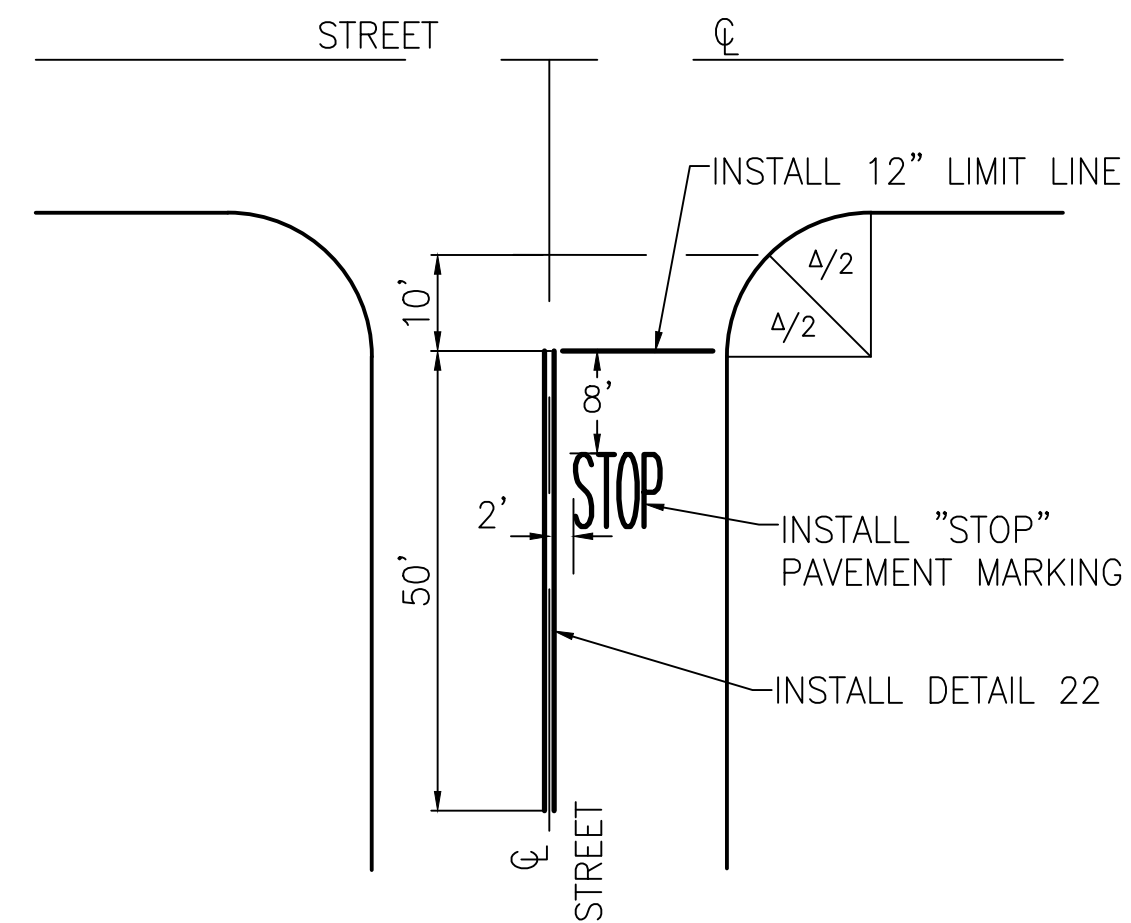
CDBG HOWARD AVE & BLOOMFIELD ST

DETAIL SHEET

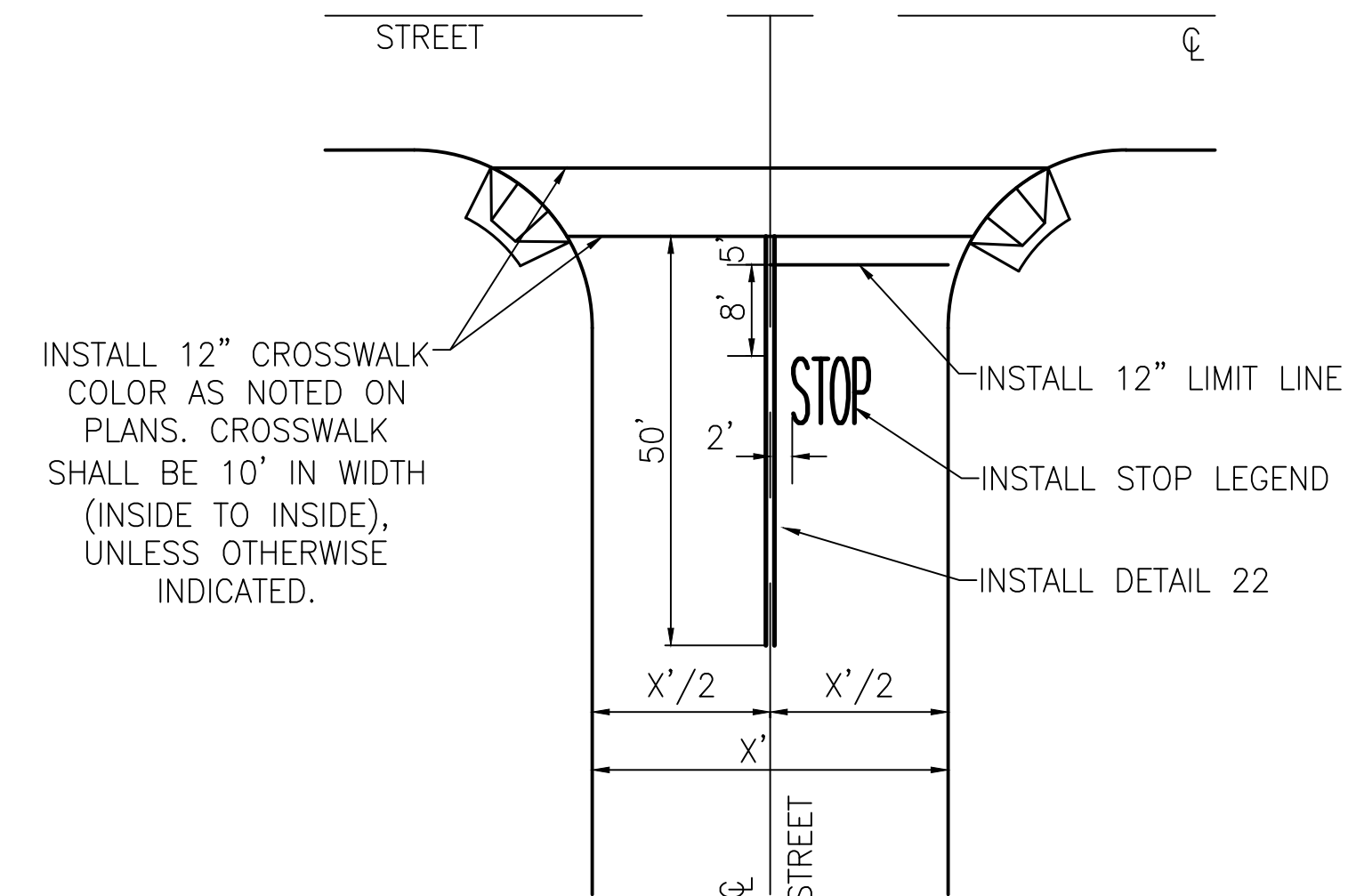
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NOT FOR CONSTRUCTION

N.T.S.

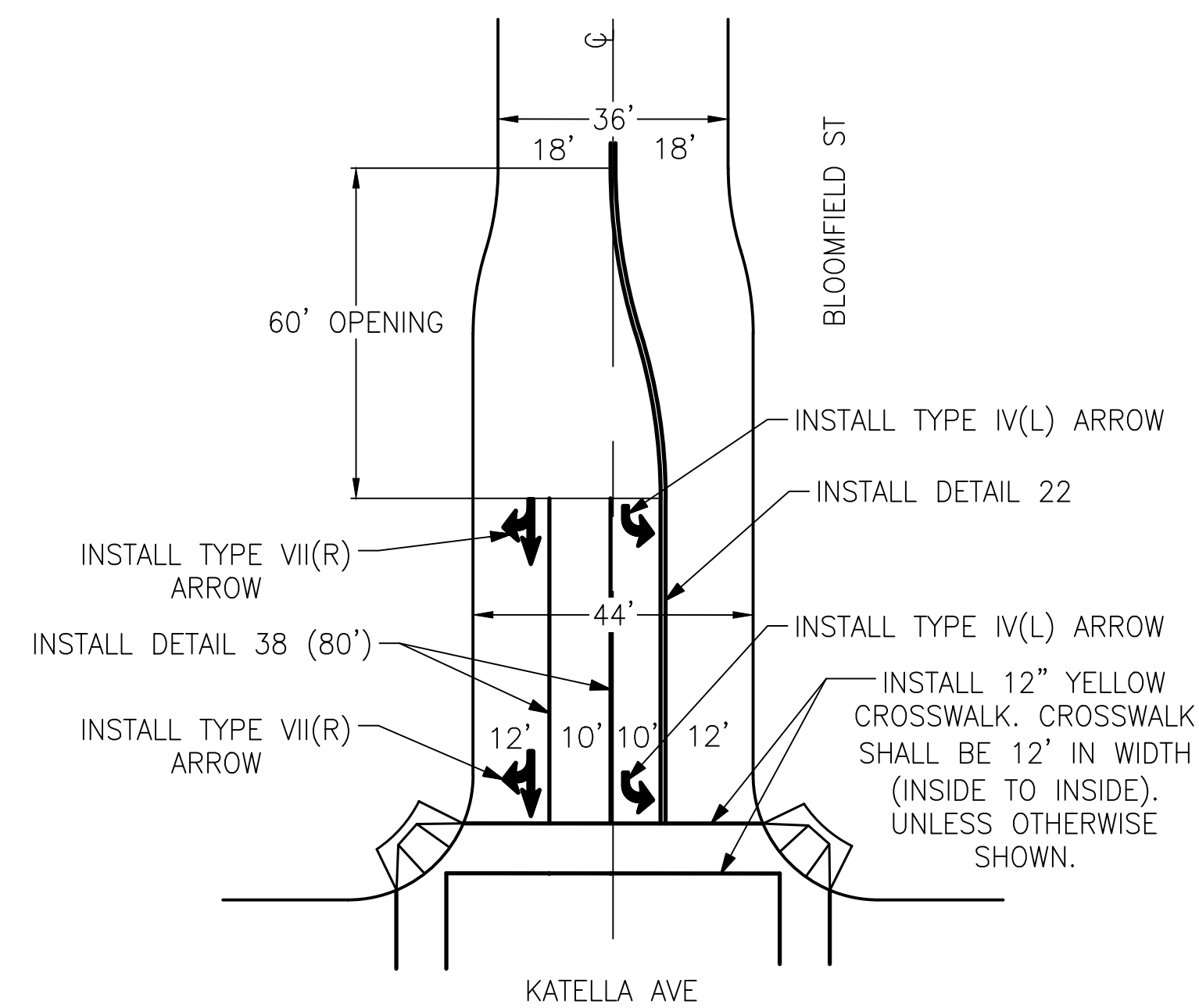
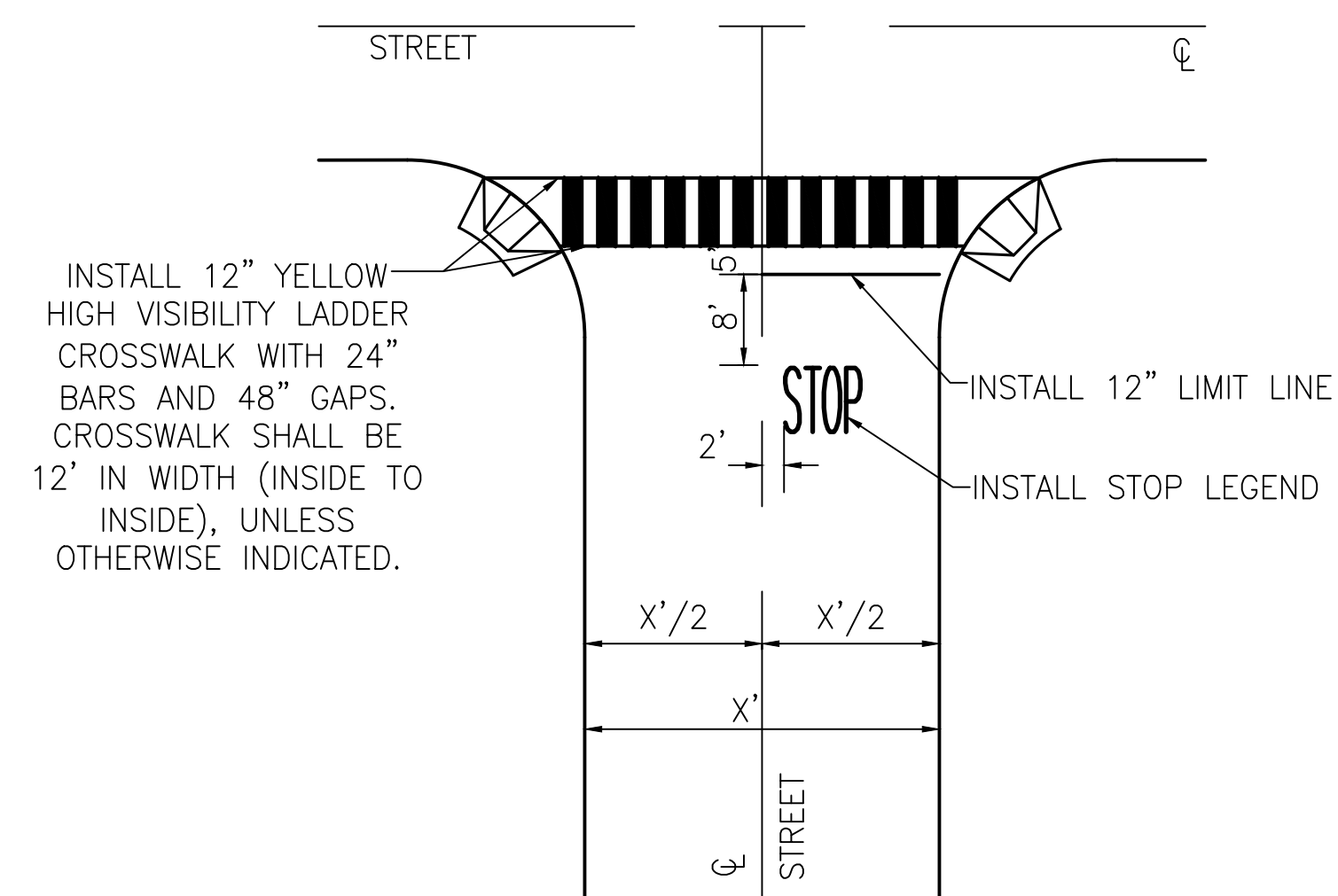


N.T.S.



N.T.S.

N.T.S.



HORIZ 1" = 40'

40 20 0 40 80

SCALE FEET



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

[illegible]

DRAWN BY	CL, MC, BC	11/4/2021
CHECKED BY	FW	11/4/2021
DESIGNED BY	MC	11/4/2021
APPROVED		11/4/2021
City Engineer		Date

STRIPING DETAIL SHEET

SHEET 3 OF 5

NOT FOR CONSTRUCTION

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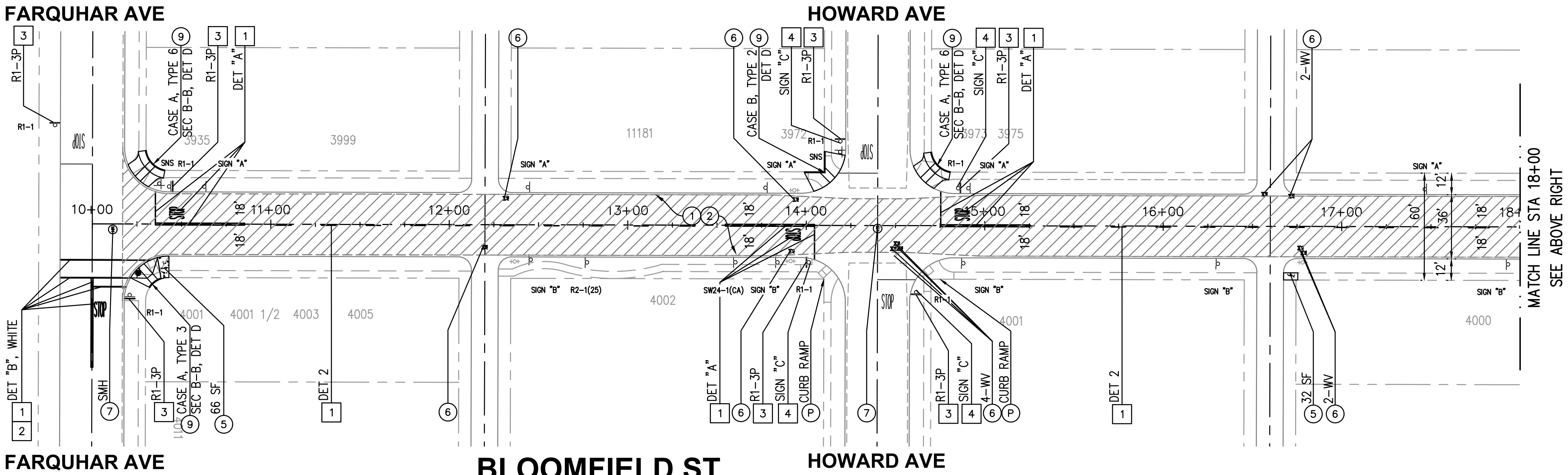


REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
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DRAWN BY	CL, MC, BC	11/8/2021
CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	11/8/2021	
City Engineer	Date	

CITY OF LOS ALAMITOS	
CDBG HOWARD AVE & BLOOMFIELD ST BLOOMFIELD ST FARQUHAR AVE TO KATELLA AVE	
SHEET 4 OF 5	



CONSTRUCTION NOTES

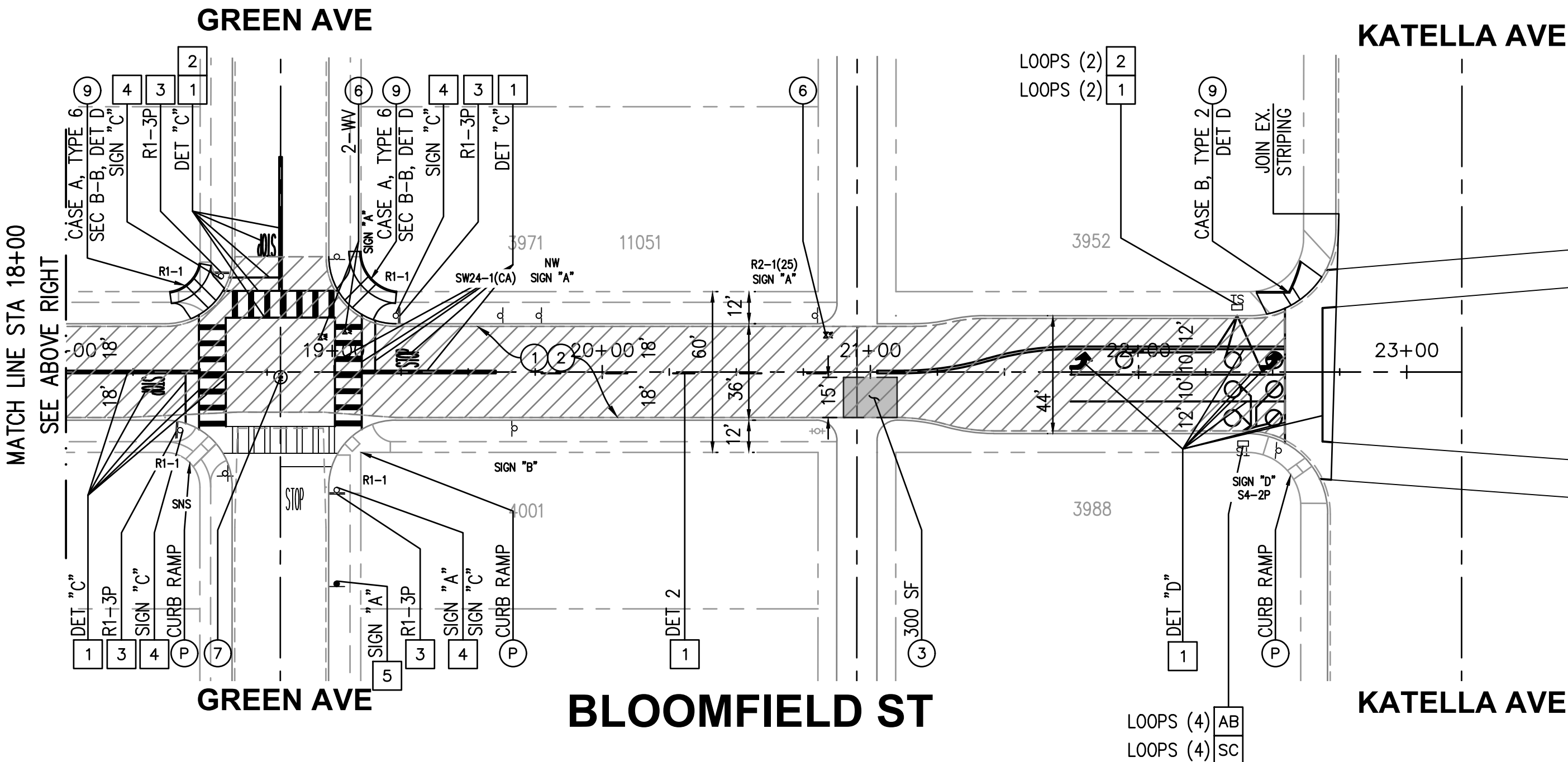
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- 2 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 3 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
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- 6 PROTECT VALVE IN PLACE
- 7 PROTECT MANHOLE COVER IN PLACE
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

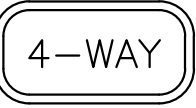
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- 2 REMOVE CONFLICTING STRIPING
- 3 INSTALL SIGN(S) AS NOTED.
- 4 REMOVE SIGN(S) AS NOTED.
- 5 INSTALL SIGN(S) AND POST AS INDICATED.



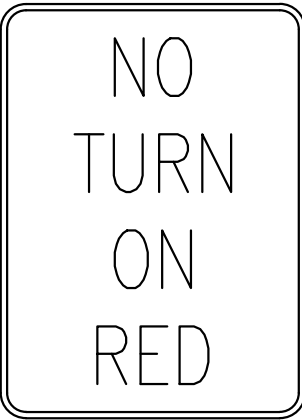
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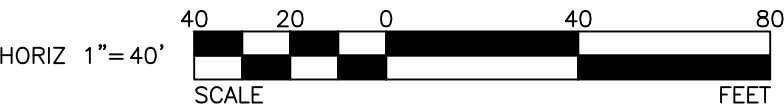
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SIGN "C"



SIGN "D"



NOT FOR CONSTRUCTION

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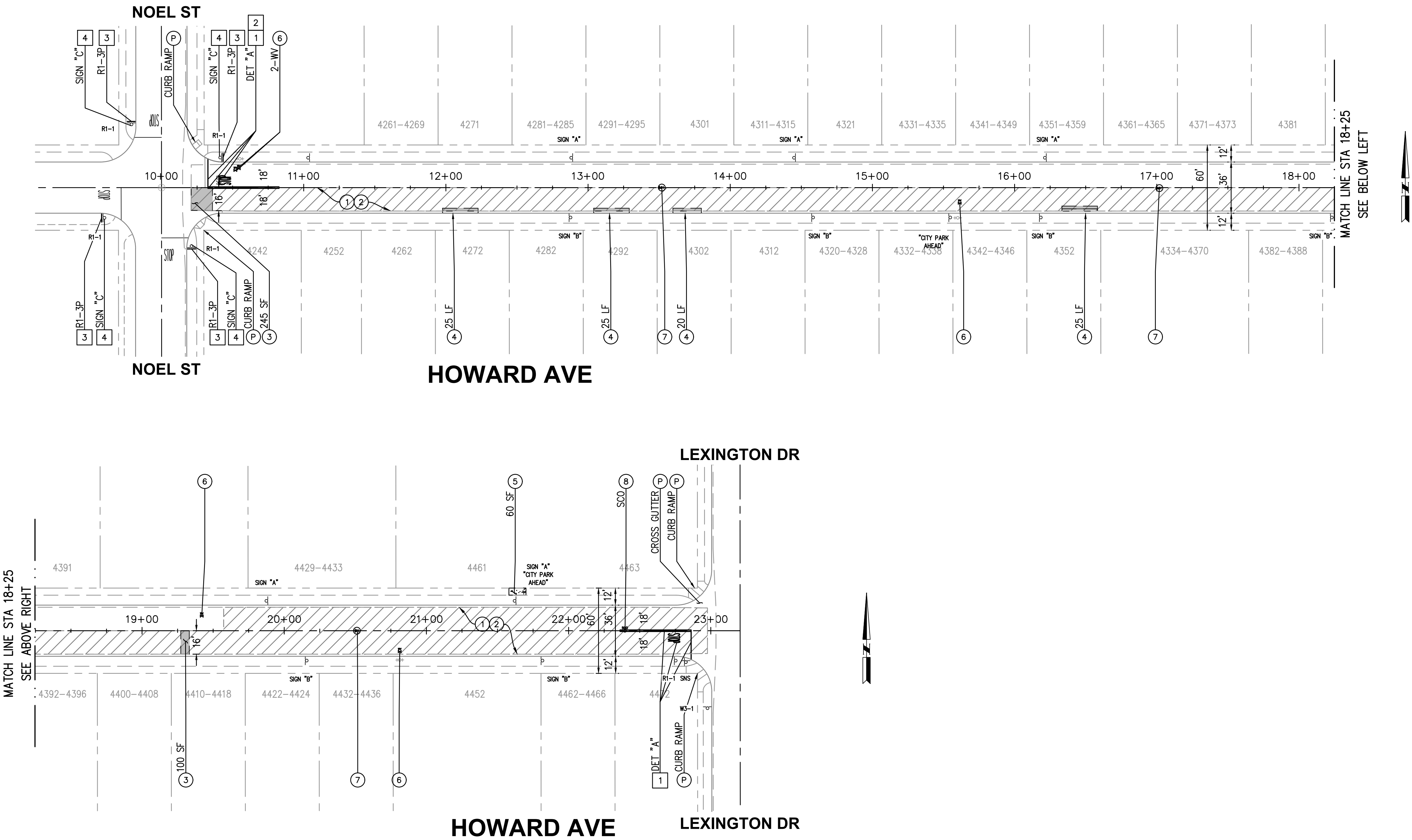
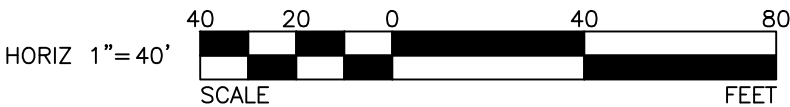


REVISIONS			
NUMBER	DATE	INITIALS	

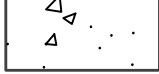
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		DATE
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City Engineer		Date

CITY OF LOS ALAMITOS	
CDBG HOWARD AVE & BLOOMFIELD ST	
HOWARD AVE NOEL ST TO LEXINGTON DR	
SHEET 5 OF 5	



- CONSTRUCTION NOTES**
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
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 - ⑧ ADJUST TO GRADE (ITEM AS NOTED)
 - (P) PROTECT IN PLACE

- LEGEND**
-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 -  COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 -  PCC IMPROVEMENTS

- STRIPING CONSTRUCTION NOTES:**
- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
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 - ④ REMOVE SIGN(S) AS NOTED.
 - ⑤ INSTALL SIGN(S) AND POST AS INDICATED.



NOT FOR CONSTRUCTION

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER:11M

To: Mayor Mark A. Chirco & Members of the City Council

**Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

**Subject: Approval of Plans and Specifications and Authorization to Bid
for the Street Improvements on Various Streets FY 2021-2022
Project (CIP No. 21/22-03)**

SUMMARY

This report recommends actions to begin facilitating the construction for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03).

RECOMMENDATION

1. Approve the plans and specifications for the construction of the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Streets are among the most important public assets as well maintained streets provide safety and positive aesthetic for the community. As part of the City's overall street improvement project, the City proposes to grind and overlay the following streets:

- Florista Street (Los Alamitos Boulevard to Cherry Street)
- Cherry Street
- Toland Circle
- Kaylor Avenue
- Fenley Drive
- Holden Circle
- Del Norte Way
- El Dorado Way
- San Joaquin Avenue
- Toland Avenue
- Antietam Avenue
- Kearsarge Avenue
- Siboney Street

- Katella Avenue Frontage
- Paseo Bonito
- Lampson Frontage
- Lunar Drive
- Olympic Drive
- Satellite Drive

The Street Improvement Project will also replace damaged curb and gutter, lifted sidewalk to correct drainage, and ADA curb ramps will be modified to current codes as necessary for accessibility.

DISCUSSION

The following is an approximate timeline for the completion of the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03):

- 11/15/2021 Approval of plans & specifications by the City Council
- 11/16/2021 Advertise project
- 12/14/2021 Bid opening
- 01/18/2022 Award of Contract (City Council Meeting)
- 03/21/2022 Start of construction
- 06/21/2022 End of construction

FISCAL IMPACT

Funding for this project is included in the 2021-2022 adopted budget and includes funds from Measure Y and SB-1 as shown below:

Available funding for the projects is provided as follows:

<u>Source</u>	<u>Amount</u>
SB-1	\$229,083
Measure Y Fund	<u>\$1,248,615</u>
Suburbia St Pavement Project Total	<u>\$1,477,698</u>

Submitted by: Chris Kelley, City Engineer
Reviewed by: Ron Noda, Development Services Director
Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 21/22-03 Bid & Specifications
 2. CIP No. 21/22-03 Plans



CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**STREET IMPROVEMENTS ON VARIOUS STREETS
CIP 21/22-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DECEMBER 2021

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 14th day of December 2021
-

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

SECTION

NOTICE INVITING SEALED BIDS..... A

INSTRUCTIONS TO BIDDERS B

PROPOSAL INFORMATION AND DOCUMENTS.....C

CONTRACT INFORMATION AND DOCUMENTS..... D

STANDARD SPECIFICATIONS E

SPECIAL PROVISIONS..... F

SPECIAL PROVISIONS – SIGNING, STRIPING AND PAVEMENT MARKERS..... G

STANDARD PLANS APPENDIX – PART 1

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SECTION A

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

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 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 14th day of December, 2021. The bids will be publicly opened and read at 11:00 a.m. on the 14th day of December, 2021, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, and construct curb and gutter on Toland Avenue from Fenley Drive to Kaylor Avenue, Kaylor Avenue from Fenley Drive to Ball Road, Fenley Drive from Kaylor Avenue to cul-de-sac, Holden Circle from Fenley Drive to cul-de-sac, Toland Circle from Kaylor Avenue to cul-de-sac, Del Norte Way from Cerritos Avenue to cul-de-sac, San Joaquin Way from Del Norte Avenue to El Dorado Way, El Dorado Way from San Joaquin Way to cul-de-sac, Florista Street from Los Alamitos Boulevard to Cherry Street, Cherry Street from Katella Avenue to Catalina Street, Kearsarge Avenue from Bennington Street to Mindora Street, Antietam Avenue from Bennington Street to Mindora Street, Siboney Street from Antietam Avenue to Katella Avenue, Lampson Avenue (Frontage) from Lunar Drive to Satellite Drive, Lunar Drive from Lampson Avenue (Frontage) to Olympic Drive, Satellite Drive from Lampson Ave (Frontage) to Olympic Drive, Olympic Drive from Lunar Drive to Satellite Drive and the parking lot at 10902 Pine St. The project will also include a type 2 slurry seal on Paseo Bonita from Bradbury Road to Rossmoor Way and Katella Avenue (Frontage Road) from Ticonderoga Drive to End. In addition, the project will also include signing and striping. Existing curbs and private facilities will be protected in place within the limits of the project unless otherwise shown.

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

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

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

**“SEALED BID FOR STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03**

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.

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

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

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

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

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

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

SECTION B

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

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 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 **45 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the

contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 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)

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

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Traffic Control	1	LS	\$	\$
2	Project Information Sign	1	EA	\$	\$
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	486,000	SF	\$	\$
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	4,410	TN	\$	\$
5	Slurry Seal, Type 2	80	ELT	\$	\$
6	Remove and Construct 6-Inch Thick AC Pavement	1,210	TN	\$	\$
7	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	570	LF	\$	\$
8	Remove and Construct Variable Height Curb per SPPWC Std Plan 120-2	55	LF	\$	\$
9	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	1,780	SF	\$	\$
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	9	EA	\$	\$
11	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 5	9	EA	\$	\$
12	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 6	2	EA	\$	\$
13	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case B Type 2	3	EA	\$	\$
14	Remove and Construct Curb Drain per SPPWC Std Plan 150-3.	3	EA	\$	\$
15	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	710	SF	\$	\$
16	Remove and Construct Alley Approach per SPPWC Std Plan 130-2	970	SF	\$	\$
17	Remove and Construct Commercial Driveway per SPPWC Std Plan 110-2. Type Per Plan	600	SF	\$	\$
18	Adjust Water Meter to Grade	4	EA	\$	\$
19	Adjust Water Valve to Grade	2	EA	\$	\$
20	Adjust Pull Box to Grade	1	EA	\$	\$
21	Adjust Utility Cover to Grade	1	EA	\$	\$
22	Signing and Striping	1	LS	\$	\$
Total					

Bid Schedule A Total \$ _____

Bid Schedule A Total (in words): _____

BID SCHEDULE B – ADDITIVE ALTERNATE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
23	Traffic Control	1	LS	\$	\$
24	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	8,000	SF	\$	\$
25	Construct 1.5-Inch ARHM Overlay Uniform Depth	70	TN	\$	\$
26	Remove and Construct 6-Inch Thick AC Pavement	40	TN	\$	\$
27	Remove and Construct Variable Height Curb	50	LF	\$	\$
28	Install Removable Bollards per Plan	6	EA	\$	\$
29	Signing and Striping	1	LS	\$	\$
Total					

Bid Schedule B Total \$ _____

Bid Schedule B Total (in words): _____

BID SCHEDULE C – ADDITIVE ALTERNATE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
30	Traffic Control	1	LS	\$	\$
31	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	10,000	SF	\$	\$
32	Construct 1.5-Inch ARHM Overlay Uniform Depth	90	TN	\$	\$
33	Remove and Construct 6-Inch Thick AC Pavement	50	TN	\$	\$
34	Remove and Construct A1-8 Curb per SPPWC Std Plan 120-3	20	LF	\$	\$
35	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	320	SF	\$	\$
36	Remove and Construct Alley Approach per SPPWC Std Plan 130-3	310	SF	\$	\$
37	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case D, Type 2	2	EA	\$	\$
38	Adjust Pull Box to Grade	1	EA	\$	\$
39	Signing and Striping	1	LS	\$	\$

	Total

Bid Schedule C Total \$_____

Bid Schedule C 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 A Total shall be considered.

(Company Name of Bidder)

(Date)

BID BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03
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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 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)

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03

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

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

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

**CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

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

THIS STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 21/22-03 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 STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 21/22-03 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 _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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: STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 21/22-03 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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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 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

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03
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

STREET IMPROVEMENTS ON VARIOUS STREETSS SPECIFICATION NO. CIP 21/22-03 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

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

STANDARD SPECIFICATION

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

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

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

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

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

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

4-6 TRADE NAMES

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

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

5-4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

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

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

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

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

MATERIALS

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

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

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

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

INSTALLATION

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

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

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

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

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

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

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

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

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

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

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

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

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

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

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

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

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

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

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

Replace the first paragraph with the following:

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

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

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

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

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

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

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

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

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

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

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

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

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

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

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

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

203-11.2.4 Aggregate.

Replace this section with the following:

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

All aggregate used for ARHM shall be crushed aggregate.

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

203-11.3 Composition and Grading.

Add the following:

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

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

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

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

203-11.4 Mixing Asphalt and CRM.

Add the following:

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

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

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

- Temperature of stored asphalt cement material at time of loading
- Time at which the reaction tank is fully loaded
- Tons of asphalt rubber added to the tank for the batch
- Total asphalt rubber in the tank after loading
- The beginning time of reaction (Fully loaded and above 375° F)
- Binder temperature at time of sampling

- Temperature of tested material
- Viscosity reading
- Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

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

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

203-11.5 Equipment for production of Asphalt-Rubber.

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

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

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

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first

batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

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

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

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

211-1.2 Field Density.

Add the following:

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

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

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

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

300-1.2 Root Pruning and Tree Trimming.

Add the following:

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

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

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

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

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

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

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

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

Add the following Subsection 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

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

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

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

300-2.9 Payment.

Replace the first sentence with the following:

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

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

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

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

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

300-4.10 Payment.

Replace this subsection with the following:

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

SECTION 302 -ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING

302-4.1 General

Replace paragraph 1 with the following:

Slurry Seal shall consist of the mixing, spreading and application of emulsion-aggregate slurry (EAS) conforming to 302-4.3. The combined aggregate gradation of the slurry seal mixture (EAS) shall be as specified in the special provisions.

302-4.3.2.1 Aggregate.

The text of Subsection 302-4.3.2.1 of the Standard Specifications is hereby deleted and replaced with the following:

Aggregate shall be Type II conforming to 200-1.7.

302-4.5.1 General.

Add the following:

The slurry mixer shall be a multiblade or spiral continuous-flow in good working condition capable of accurately delivering a predetermined proportion of aggregate, water, emulsion, additive and asphalt modifier to the mixer and of discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in liters (gallons) used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The mixing shall be performed by a continuous-flow mixer. All aggregate particles will be uniformly saturated and coated with asphalt.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

302-4.8 Spreading and Application.

Subsection 302-4.8 Spreading and Application is hereby amended thereto by adding the following paragraphs:

The sites for stockpiling and batching materials shall be clean and free from objectionable materials. Arrangements for these sites shall be the responsibility of the Contractor.

Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spreader box.

The Contractor shall have two fully operational mixers for use at the project site at all times. These mixers shall be available for inspection by the Agency at least 48 hours prior to commencing work.

The application of slurry shall not commence until after 7:00 a.m. and the slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The streets to be sealed shall be closed from the time the application begins until the Engineer determines the mixture has achieved sufficient set to be opened to traffic.

Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer, the pavement shall be prewetted by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application will be determined by the Engineer.

Evidence of solidification of the asphalt, balling or lumping of the aggregates, or the presence of uncoated aggregate will be cause for rejection of the slurry.

Slurry shall be applied in such a manner that no ridges shall remain.

The Contractor shall prevent slurry from being deposited on other than asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no cost to the Agency. The method of slurry removal shall be approved by the Engineer.

At the direction of the Engineer, the Contractor shall repair and reseal all areas of the streets which have not been sealed properly or completely, at no cost to the Agency.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the Engineer.

302-4.8.2.2 Aggregate Application Rate.

Add the following:

The work shall consist of mixing asphaltic emulsion, aggregate, additive, and water and spreading the mixture on the pavement where shown on the Plans. Type II slurry shall be applied at the application rate shown in SSPWC Table 302-4.8.2.2

In addition, an Extra Long Ton of slurry is made up of 2000 pounds (907 kg) of dry aggregate plus emulsified asphalt, accelerator or retardant, and water. Quantities and application rate shall be approved by the Engineer. When the Engineer determined that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action as specified in SSPWC Section 302-4.8.2.2, Corrective Action. When the rate is less than the minimum amount required, the Contractor shall reapply additional slurry seal to the nonconforming area to meet the requirements. When the rates exceed the maximum specified Table 302-4.8.2.2, the material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the engineer.

302-4.11 Payment.

Payment for **Slurry Seal, Type II** shall be paid at the contract price per **Extra Long Ton (ELT)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal including, but not limited to, cleaning the surfaces, applying waterproofing membrane, and protecting the slurry seal until it has set, all as shown on the roadways, as specified in these specifications and as directed by the Engineer, complete and in place, and no additional compensation will allowed therefor

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

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

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

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet

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

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

*****No work shall begin without this certificate on site, signed by the foreman.*****

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: "capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch thick."

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafco Polyflex Type III

Print Name:

Date _____

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

STREET	LIMITS	TOT. CRK LG
	TOTAL	

Add the following:

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

SECTION F – Page 15
SPECIAL PROVISIONS

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

*BKF LV II, spd1 #21 @ 20 RPM

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

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

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

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

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

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

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

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

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

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

302-5.5 Distribution and Spreading.

Add the following:

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

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

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

302-5.9 Measurement and Payment.

Add the following:

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

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

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

302-9.1 General.

Add the following:

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

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

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

accepted as completed for cold milling.

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

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

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

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

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

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

302-9.4 Rolling.

Add the following:

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

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

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

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

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

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

Add the following Subsections:

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

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

The field density of compacted ARHM shall be determined by:

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

the cylinder to obtain:

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

e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

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

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

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

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

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

TABLE 302-9.4.1A REDUCED COMPENSATION FACTORS

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

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

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

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

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

The mathematical mean average of percent of maximum density represented by

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

302-9.7 Rock Dust Blotter.

Add the following:

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

302-9.9 Payment.

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

Payment for **Construct 1.5-Inch ARHM Overlay Uniform Depth** shall be paid at the contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, crack sealing, tack coat, rock dust blotter, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

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

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

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

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

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

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

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

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

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

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

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

303-5.9 Measurement and Payment.

Add the following:

Payment for **Remove and Construct A2-6 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, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct A1-8 Curb 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, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Variable Height Curb** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and construction of variable height curb and no additional compensation will be made therefor.

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

Payment for **Remove and Construct Cross Gutter per SPPWC Std Plan 122-2** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of cross gutter per SPPWC Std Plan No. 122-2 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 **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of longitudinal gutter per SPPWC Std Plan No. 122-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Alley Approach per SPPWC Std Plan 130-2** shall be paid at the contract price per **square foot (SF)** and shall include

full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of Alley Approach per SPPWC Std Plan No. 130-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Commercial Driveway per SPPWC Std Plan 110-2. Type per Plan.** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of Commercial Driveway per SPPWC Std Plan No. 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 and Bid Schedule)** 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, detectable warning surface, 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 Curb Drain per SPPWC Std Plan 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, sidewalk replacement, saw cutting, hauling, disposing, and incidentals for the removal of existing curb drain and construction of curb drain in-kind per SPPWC Std Plan 150-3 and no additional compensation will be made therefor.

Payment for **Install Detectable Warning Surface per SPPWC Std Plan 111-5** 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 the installing detectable warning surface per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

Add the following subsections:

304-6 BOLLARDS

304-6.1 General

The removable bollards and sleeves shall be (add dimensions, etc, manufactured by XXXXX, or equal.

304-6.2 Payment

Payment for **Furnish and Install Removable Bollards** 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, including sleeves, locks, and keys, tools, equipment, and incidentals and no additional compensation will be allowed therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

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

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

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

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

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

Replace this subsection with the following:

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

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

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

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

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

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

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

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

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

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

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

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

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

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

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

Frame and Cover Sets to Grade.

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

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

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

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

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

403-5 PAYMENT

Add the following:

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

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

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

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

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

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

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

404-7 WORK SITE MAINTENANCE

Add the following:

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

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

404-11 PAYMENT

Add the following:

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

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, 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 **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

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

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint, two (2) coats, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02C Paint. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02CE Paint. Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping, crosswalks and pavement markings.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

Wheel Stops

Section includes specifications for precast concrete wheel stops for vehicular parking stalls in parking lots as indicated.

Submit shop drawings of stops, including installation details and attachment details to at-grade concrete and asphalt pavement, for approval.

Submit manufacturers' product data of precast stops and epoxy adhesive for approval.

Precast wheel stops shall be manufactured for the intended purpose by a company or firm specializing in the manufacture of precast concrete parking appurtenances.

Precast, 3.5% minimum air-entrained concrete; 4000 psi minimum compressive strength. Each stop shall be reinforced with two No. 4 deformed steel reinforcing bars, minimum. Provide chamfered corners and drainage slots on underside, and provide holes for dowel-anchoring to substrate. Unless indicated otherwise, provide stops of half octagonal configuration and 48-inch length.

Adhesive for Anchoring Stops to At-Grade Concrete Pavements, and At-Grade Asphalt Pavements: Epoxy adhesive manufactured for the purpose, similar and equal to the adhesives specified in Caltrans Standard Specifications, Section 95 Epoxy.

Steel Bars for Installation: Galvanized 5/8" diameter steel dowels or galvanized No. 5 steel reinforcing bars.

Securely attach wheel stops into at-grade concrete and at-grade asphalt pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops. Firmly bond each dowel to wheel stop and to pavement. At concrete pavement, drill holes in pavement for dowels.

All existing holes or epoxy left over from removals shall be filled or removed prior to resurfacing.

Wheel stops for ADA stalls shall be painted blue, color matching ADA stall stripes.

Payment The installation of wheel stops shall be considered as included in the price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including painting and removal of existing wheel stops, and for doing all the work involved and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS

ELECTRICAL WORK AND SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2018 Caltrans Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03L Utility Service. Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval by the utility shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. The Contractor shall pay all service connection fees.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

PAYMENT

Payment for inductive loops and the installation thereof shall be paid per unit price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Standard Plans

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 COMPANY (562) 907-9200
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ARHM	ASPHALT RUBBER HOT MIX	O.C.	ON CENTER, OWNERS CONDUIT
ASPH	ASPHALT	OG	ORIGINAL GROUND
BEG	BEGIN	PB	PULL BOX
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
CB	CATCH BASIN	P/L	PROPERTY LINE
C/L	CENTER LINE	PROP	PROPOSED
C&G	CURB & GUTTER	PVI	POINT OF VERTICAL INFLECTION
CLR	CLEAR	RW	RECLAIMED WATER
CONST	CONSTRUCT	S	SANITARY SEWER
D/W	DRIVEWAY	SCE	SOUTHERN CALIFORNIA EDISON
ESMT	EASEMENT	SE	SOUTHEAST
EP	EDGE OF PAVEMENT	SF	SQUARE FOOT
EL	ELEVATION	SD	STORM DRAIN
EX\EXIST	EXISTING	SMH	SEWER MANHOLE
FF	FINISHED FLOOR	STA	STATION
FO	FIBER OPTIC CABLE	STD	STANDARD
FS	FINISHED SURFACE	SPPWC	STANDARD PLANS FOR
FL	FLOW LINE		PUBLIC WORKS CONSTRUCTION
H	HEIGHT	TBD	TO BE DETERMINED
HMA	HOT MIX ASPHALT	TC	TOP OF CURB
HP	HINGE POINT	TD	TOP OF DITCH
INV	INVERT	TF	TOP OF FOOTING
JPCP	JOINTED PLAIN	TLP	TOP OF LEVELING PAD
	CONCRETE PAVEMENT	TRANS	TRANSITION
L	LENGTH	TW	TOP OF WALL
LF	LINEAR FOOT	TYP	TYPICAL
LOL	LAYOUT LINE	UGU	UNDERGROUND UTILITIES
MAX	MAXIMUM	VAR	VARIES
MBGR	METAL BEAM GUARD RAILING	VLT	VAULT
MIN	MINIMUM	W	WIDTH, WATER
MH	MANHOLE	WV	WATER VALVE

AGENCIES TO BE NOTIFIED:

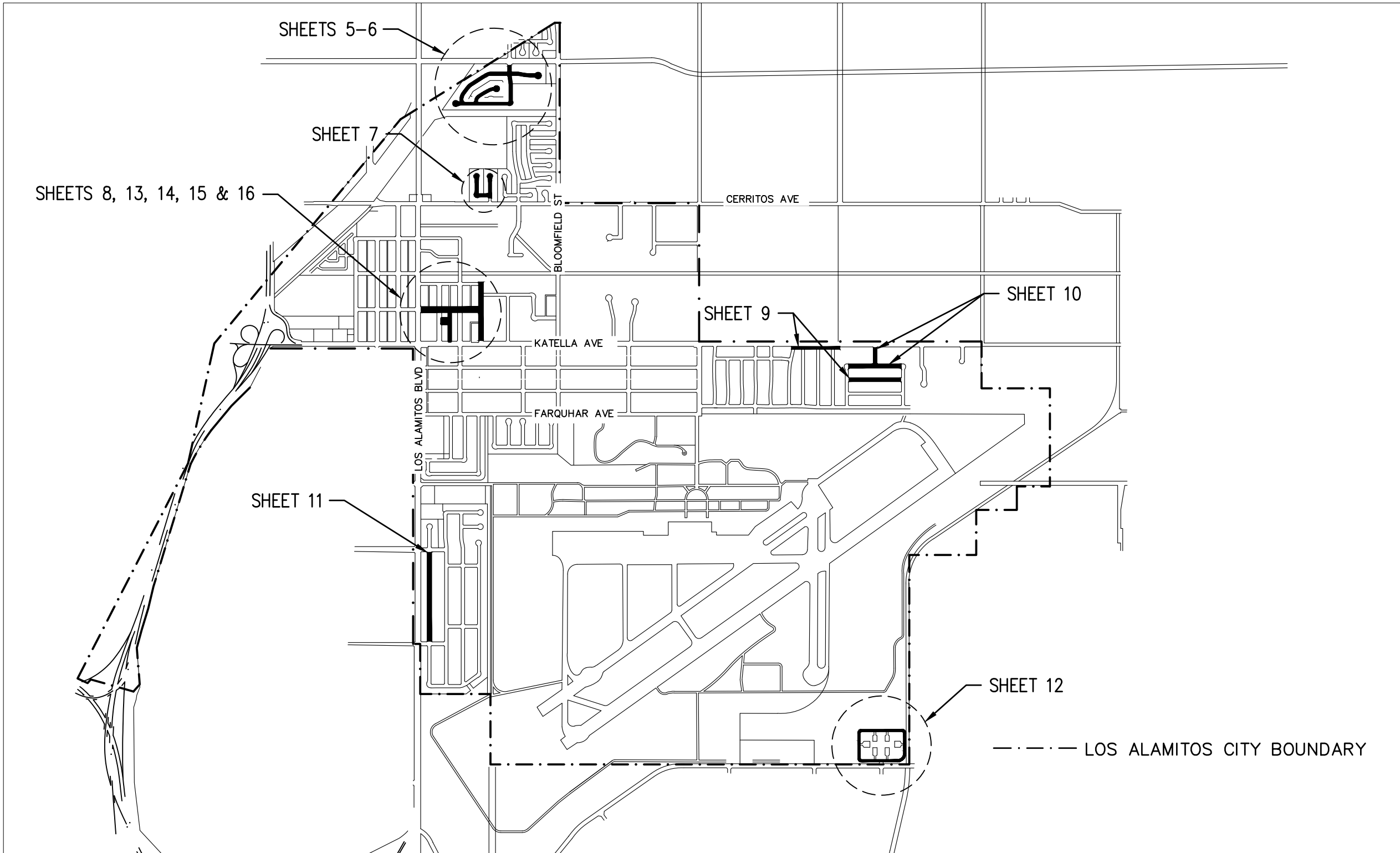
- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN 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



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ON VARIOUS STREETS

FY 2021-2022



VICINITY MAP

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-4	DETAIL SHEETS
5	TOLAND AVENUE, HOLDEN CIRCLE, AND FENLEY DRIVE STREET IMPROVEMENT PLAN
6	TOLAND AVE, TOLAND CIRCLE, KAYLOR AVE, AND FENLEY DRIVE STREET IMPROVEMENT PLAN
7	EL DORADO WAY, SAN JOAQUIN WAY, AND DEL NORTE WAY STREET IMPROVEMENT PLAN
8	FLORISTA STREET AND CHERRY STREET STREET IMPROVEMENT PLAN

SCALE : NTS

9	KATELLA AVENUE (FRONTAGE ROAD) AND KEARSARGE AVENUE STREET IMPROVEMENT PLAN
10	SIBONEY STREET AND ANTITAME AVENUE STREET IMPROVEMENT PLAN
11	PASEO BONITA AVE STREET IMPROVEMENT PLAN
12	OLYMPIC DRIVE, LUNAR DRIVE, LAMPSON AVENUE (FRONTAGE ROAD), AND SATELLITE DRIVE STREET IMPROVEMENT PLAN
13	10902 PINE ST, PARKING LOT IMPROVEMENT PLAN
14	ALLEY E/O PINE ST IMPROVEMENT PLAN
15-16	SIGNING AND STRIPING PLANS

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
- CURB MARKINGS SHALL BE PAINT, TWO (2) COATS.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- UNLESS OTHERWISE NOTED, INDUCTIVE LOOPS SHALL BE 6' CIRCULAR TYPE E AND CENTERED IN THE TRAVEL PORTION OF THE LANE.



REVISIONS

REFERENCES



DRAWN BY CL, MC, BC
CHECKED BY FW
DESIGNED BY MC
APPROVED City Engineer

DATE
11/8/2021
11/8/2021
11/8/2021
11/8/2021
Date

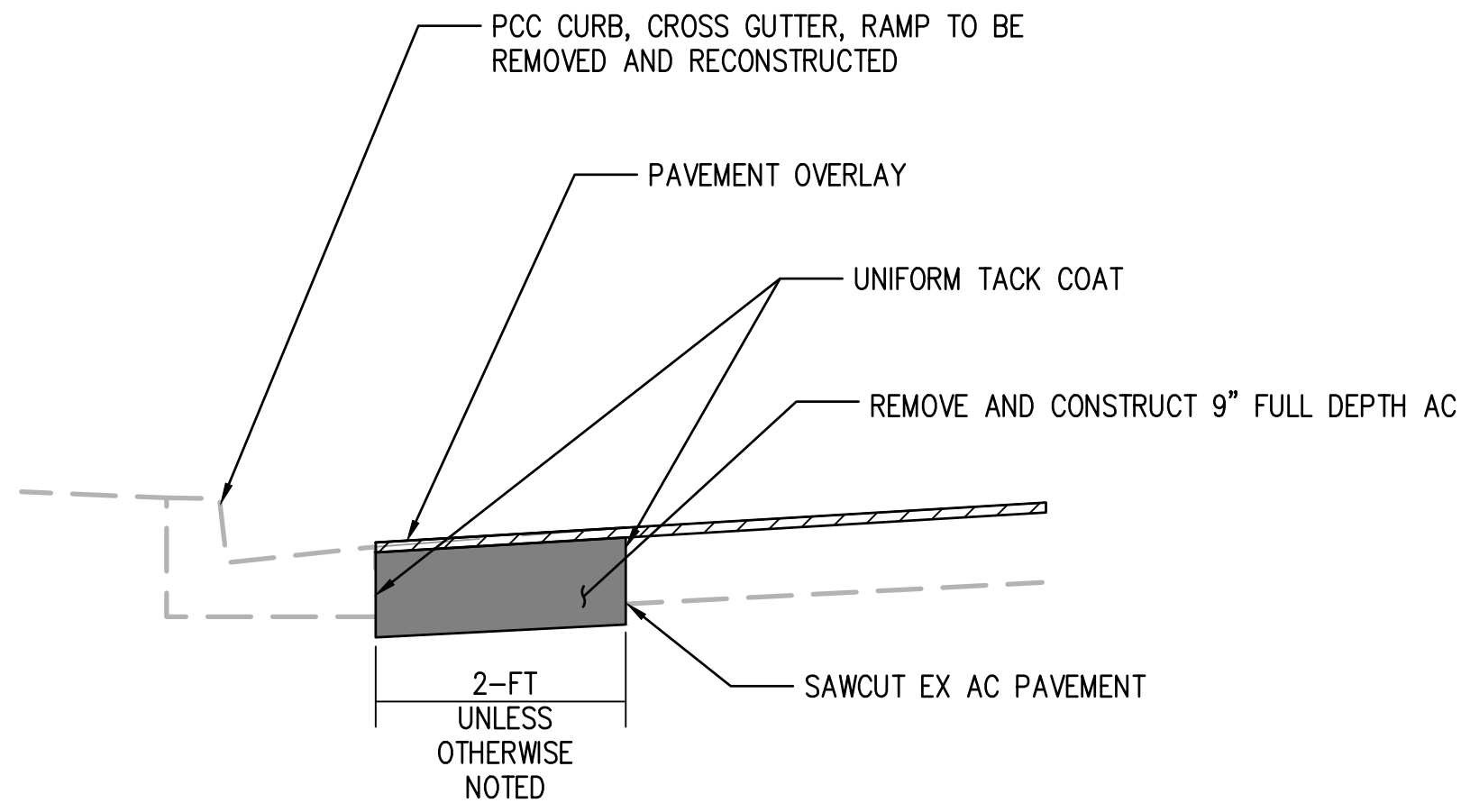
CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

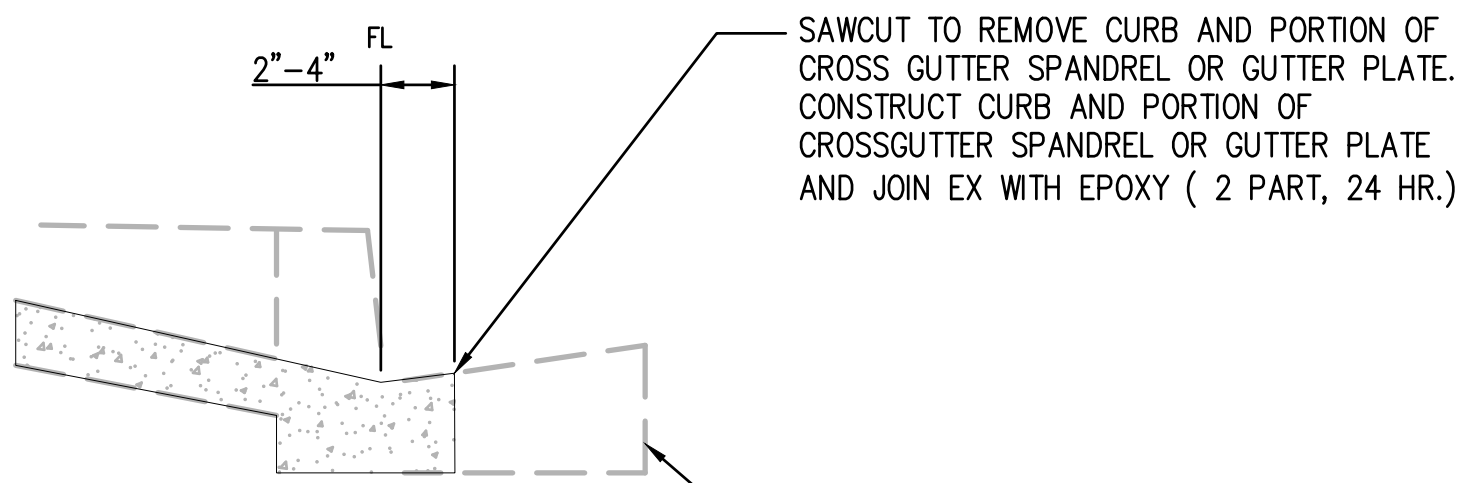
TITLE SHEET

SHEET 1 OF 16

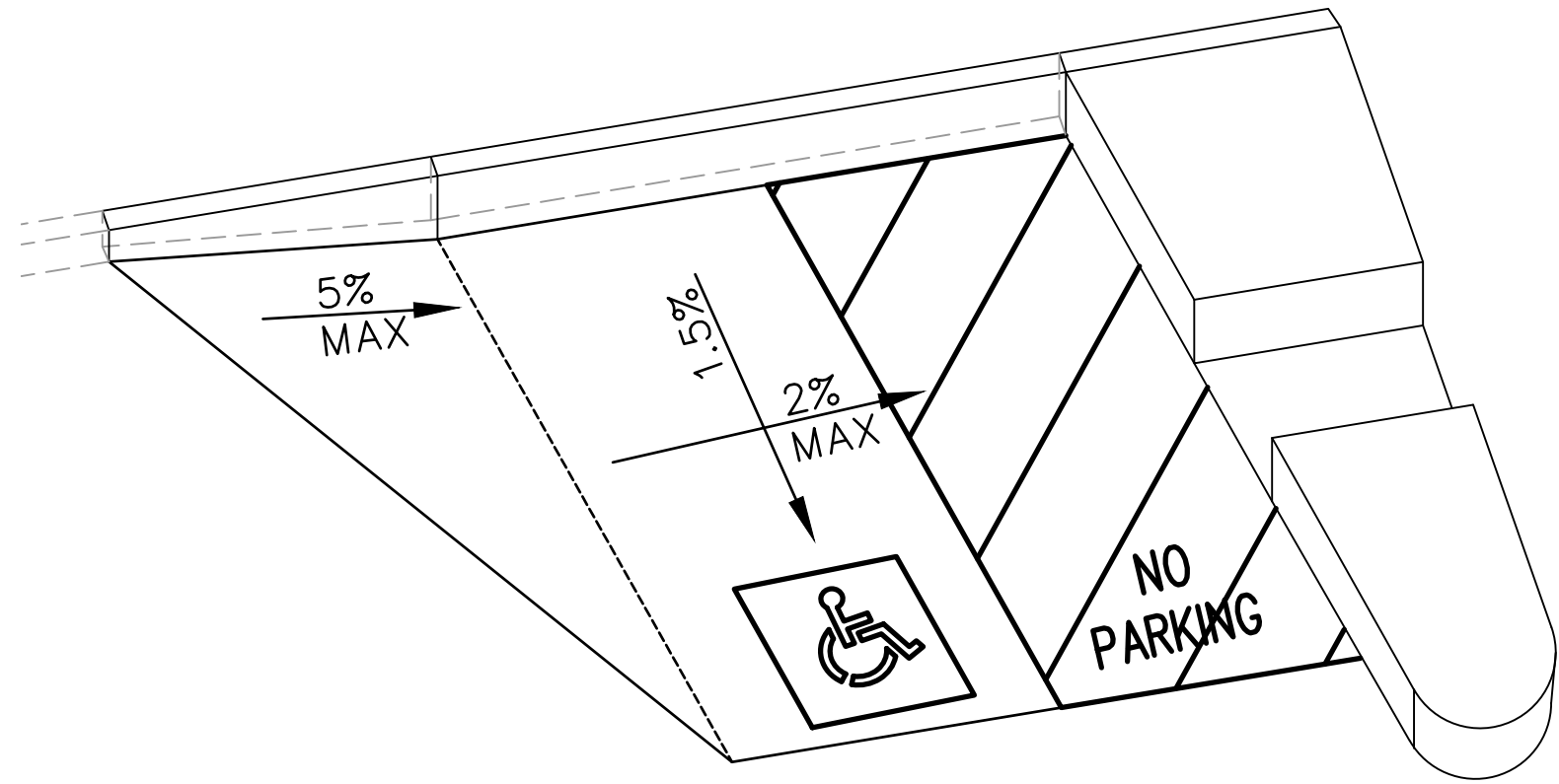
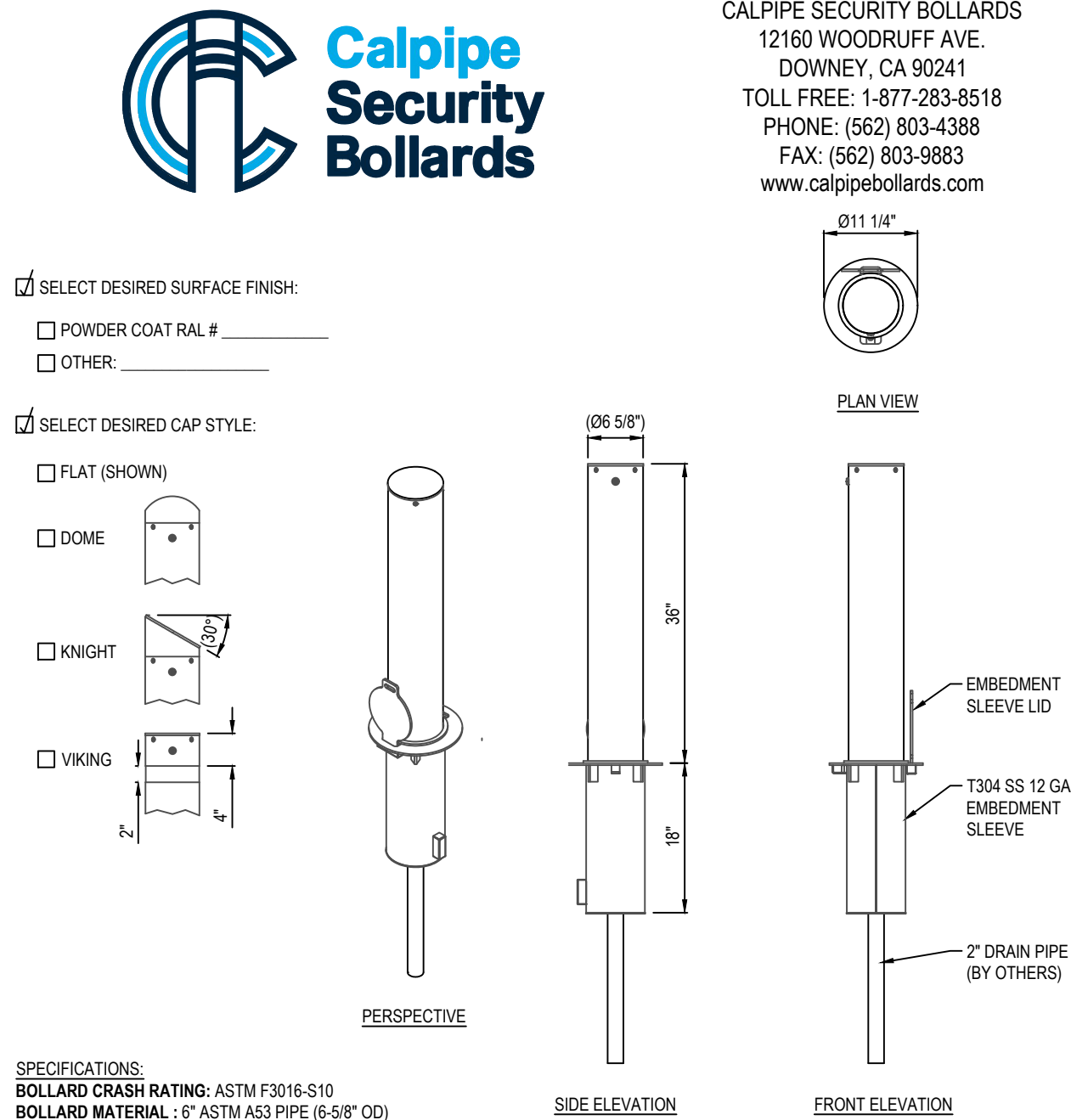
NOT FOR CONSTRUCTION



SLOT PAVEMENT DETAIL "A"
NTS



SAWCUT DETAIL AT SPANDREL OR CROSS GUTTER "B"
NTS



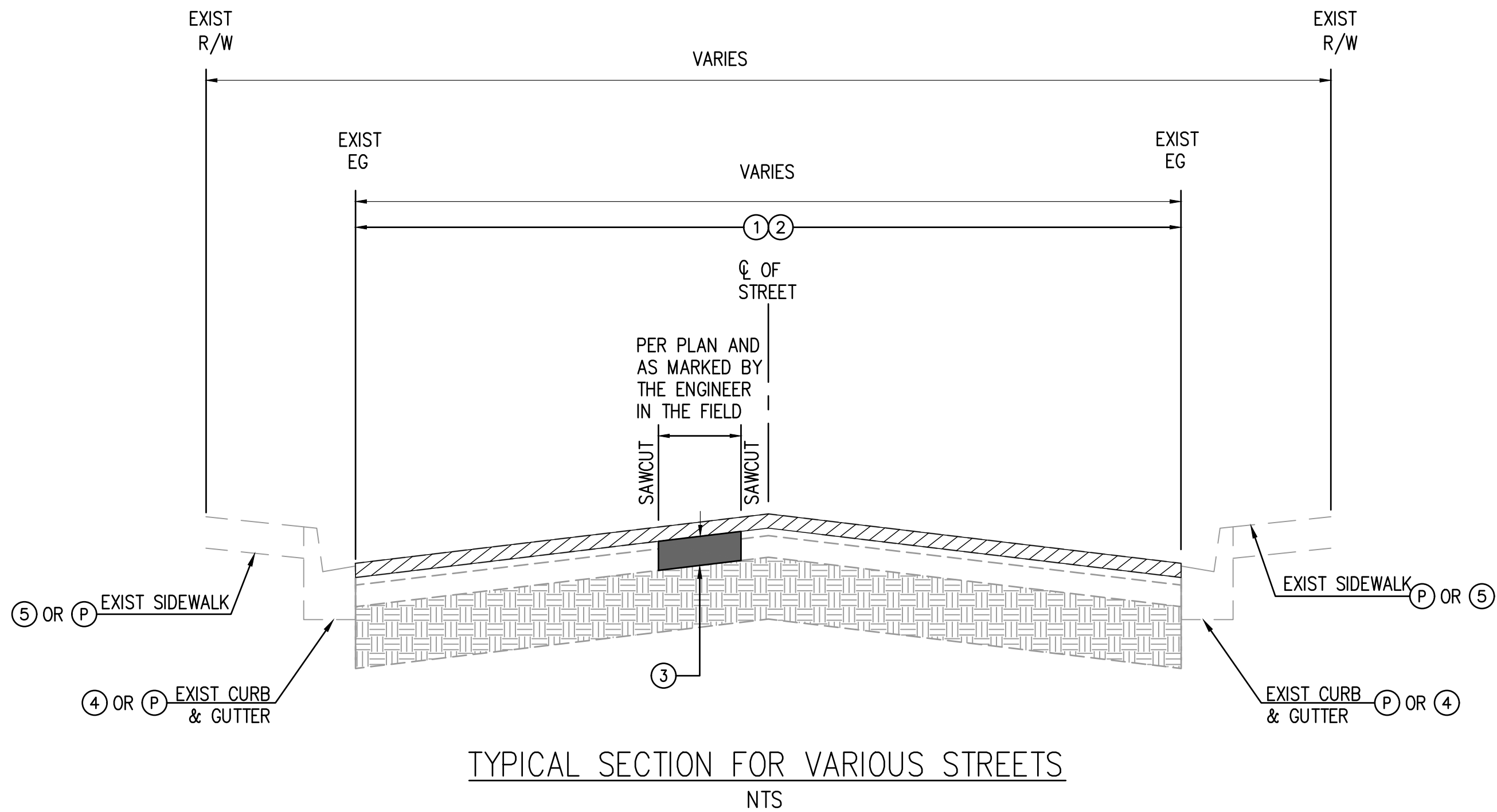
ADA STALL AC RECONSTRUCTION DETAIL
NTS

CONSTRUCTION NOTES:

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑧ ADJUST TO GRADE (ITEM AS NOTED)
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑩ REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- ⑪ REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
- ⑫ REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
- ⑬ SLURRY SEAL, TYPE 2
- ⑭ REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
- ⑮ REMOVE AND CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3
- ⑯ REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
- ⑰ INSTALL REMOVABLE BOLLARDS PER DETAIL ON SHEET 2. 5' O.C. SPACING.
- Ⓟ PROTECT IN PLACE

LEGEND

	REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
	COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
	SLURRY SEAL, TYPE 2
	PCC IMPROVEMENTS



TYPICAL SECTION FOR VARIOUS STREETS
NTS



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	

		DATE
DRAWN BY	CL, MC, BC	11/8/2021
CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	11/8/2021	
City Engineer	Date	

CITY OF LOS ALAMITOS		
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022		
DETAIL SHEET		SHEET 2 OF 16

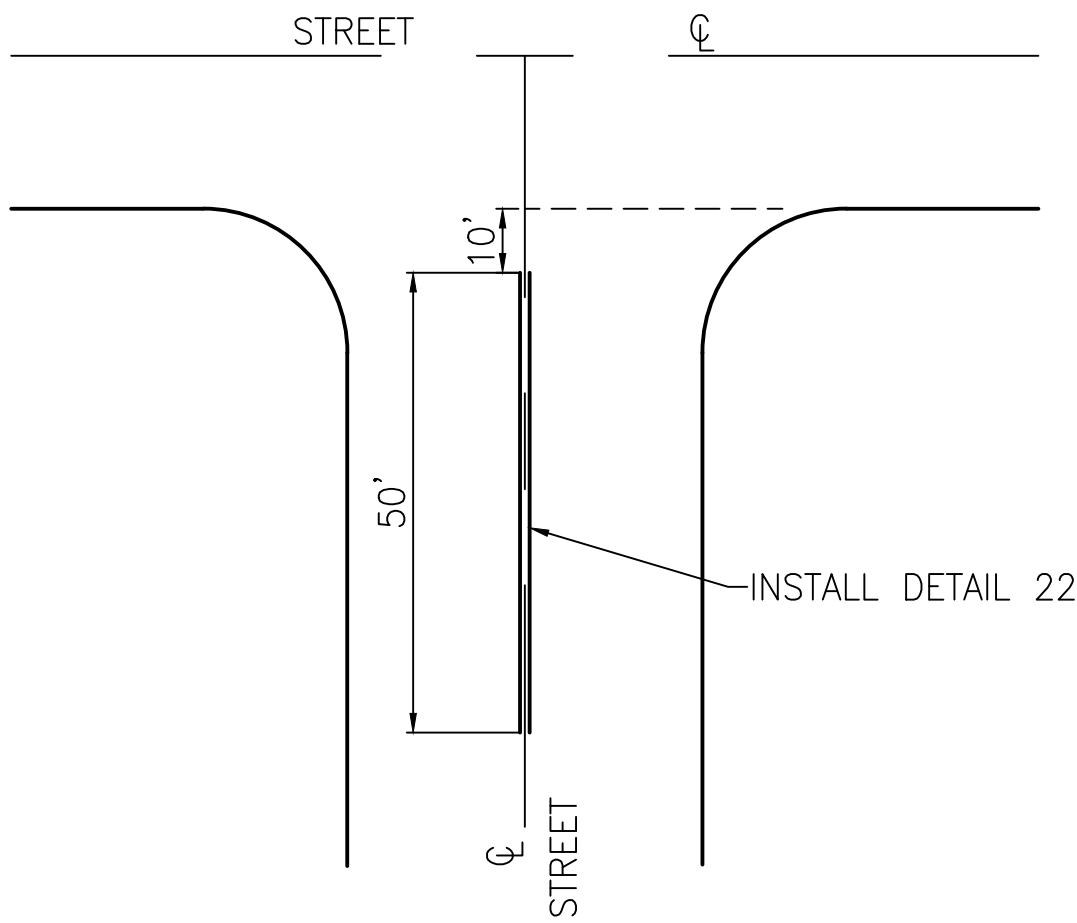
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USER: betruz
DATE: Nov 08, 2021 - 12:11pm
FILE: U:\110184\07 - Los Alamitos - Street Rehab FY21-22\910-FS&E\911-Plans\PI-DCTL - STRIPING.dwg

INTERSECTION STRIPING DETAIL

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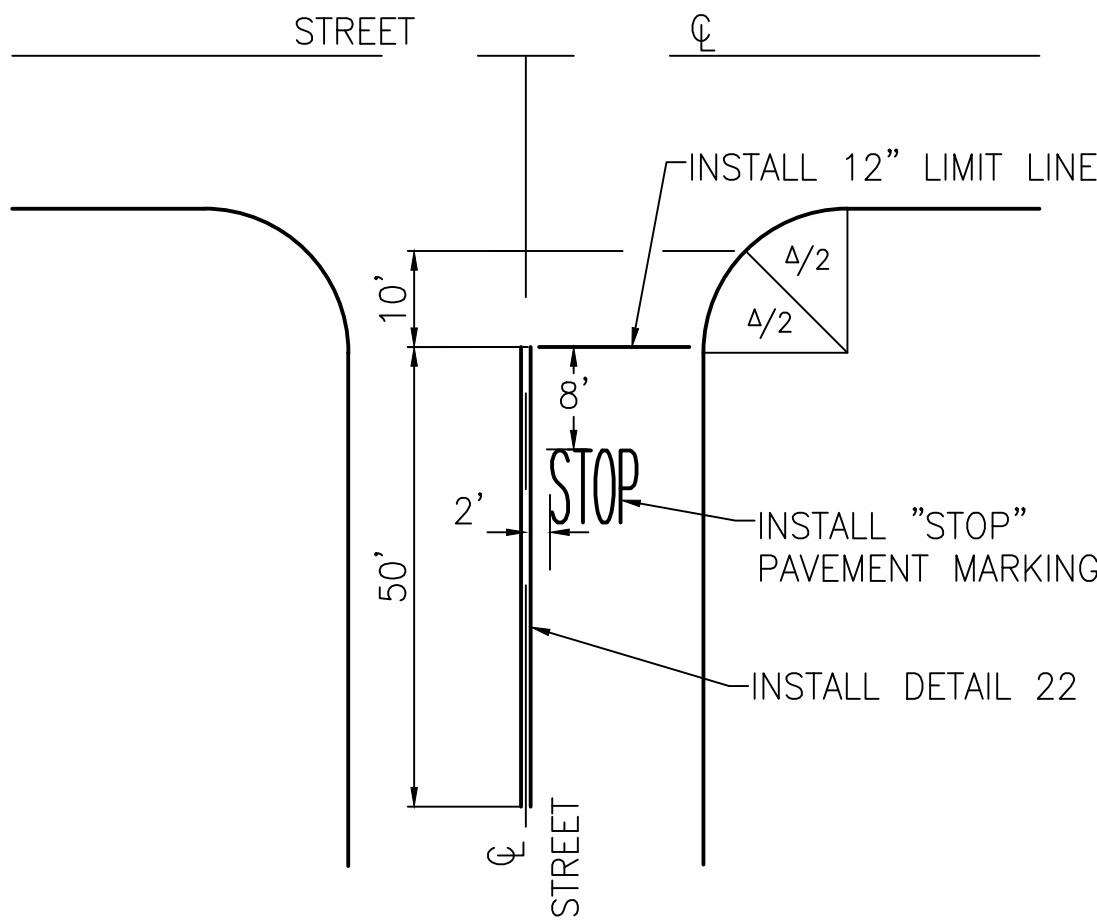
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INTERSECTION STRIPING DETAIL

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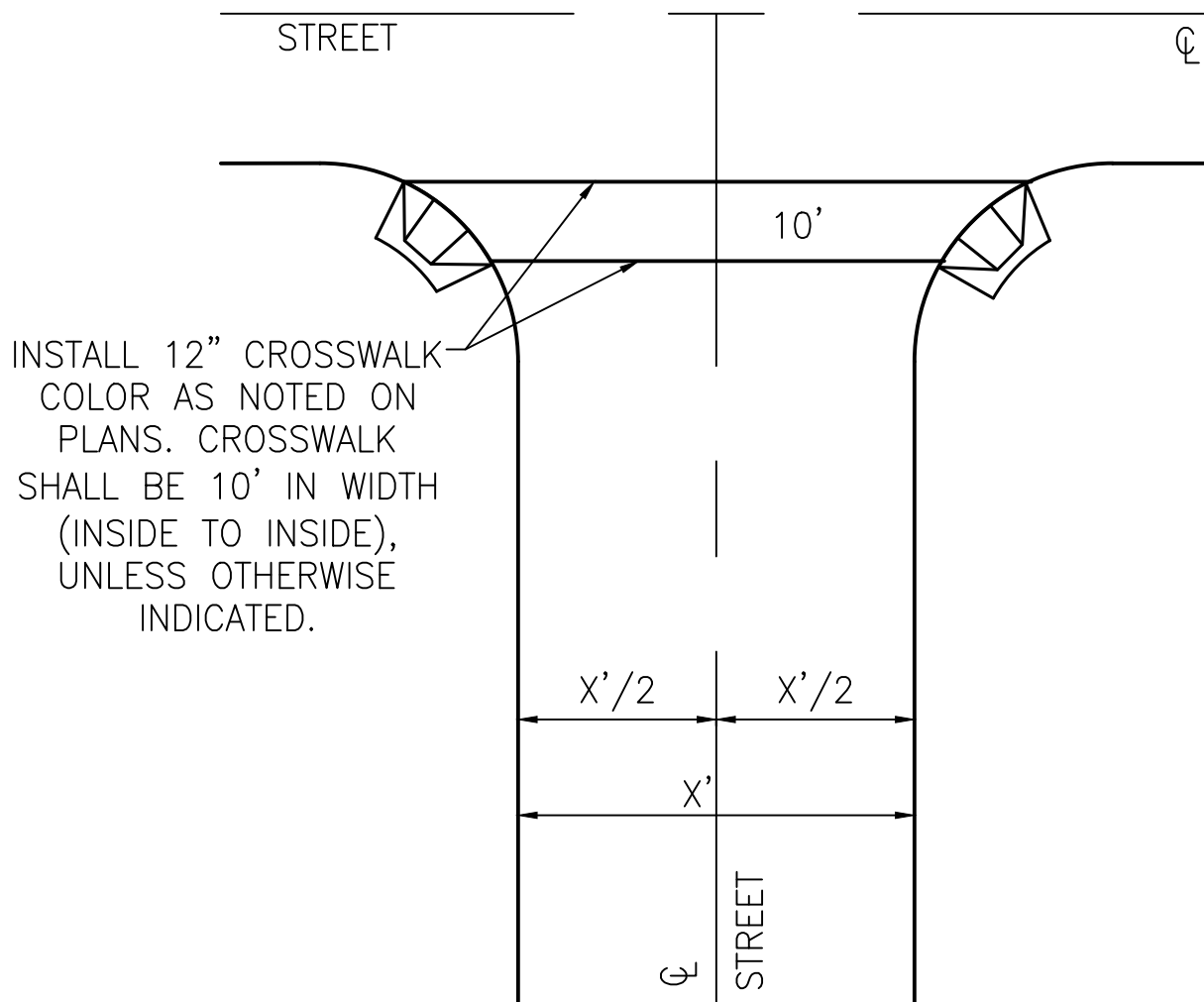
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INTERSECTION CROSSWALK DETAIL

DETAIL "C"

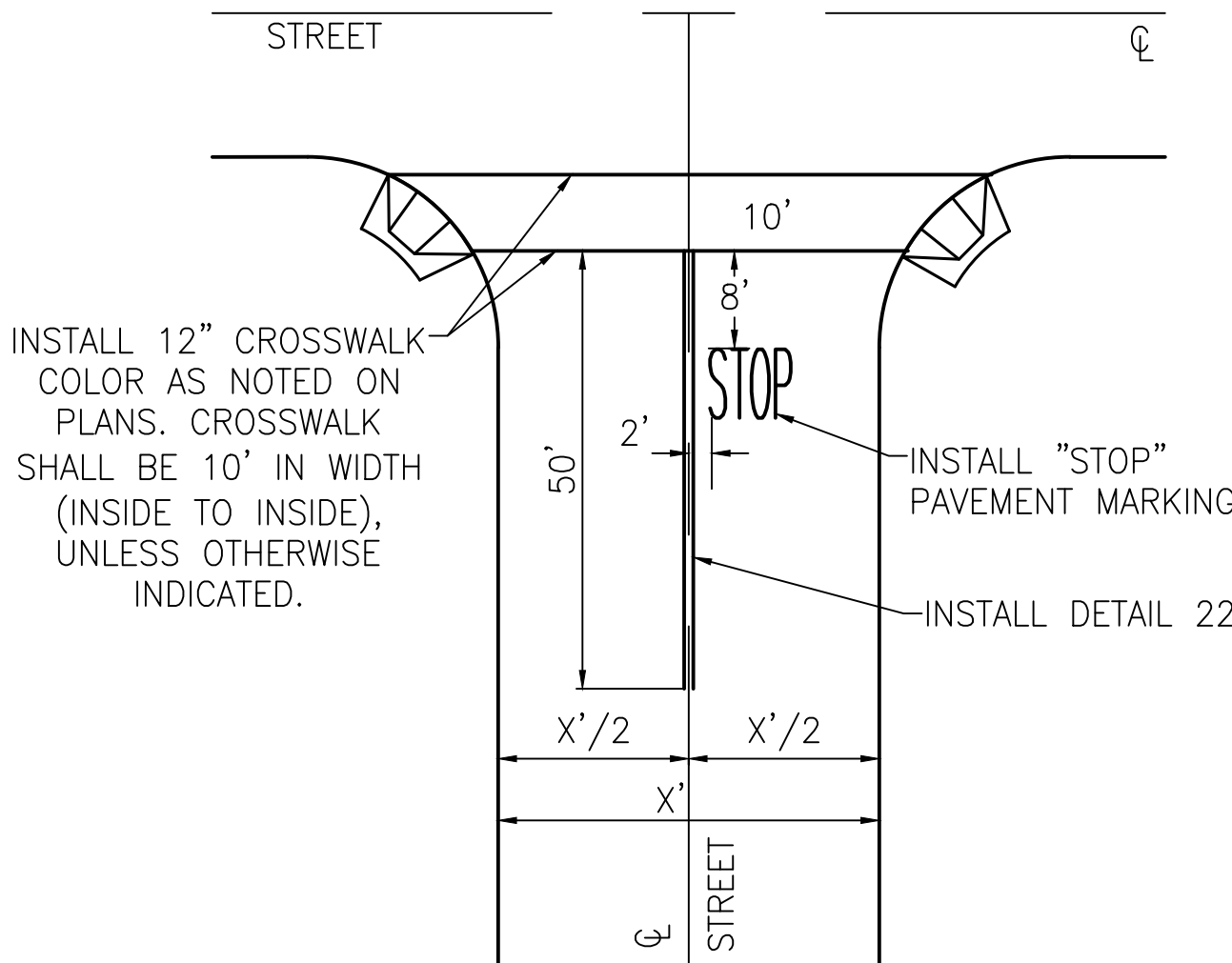
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INTERSECTION CROSSWALK DETAIL

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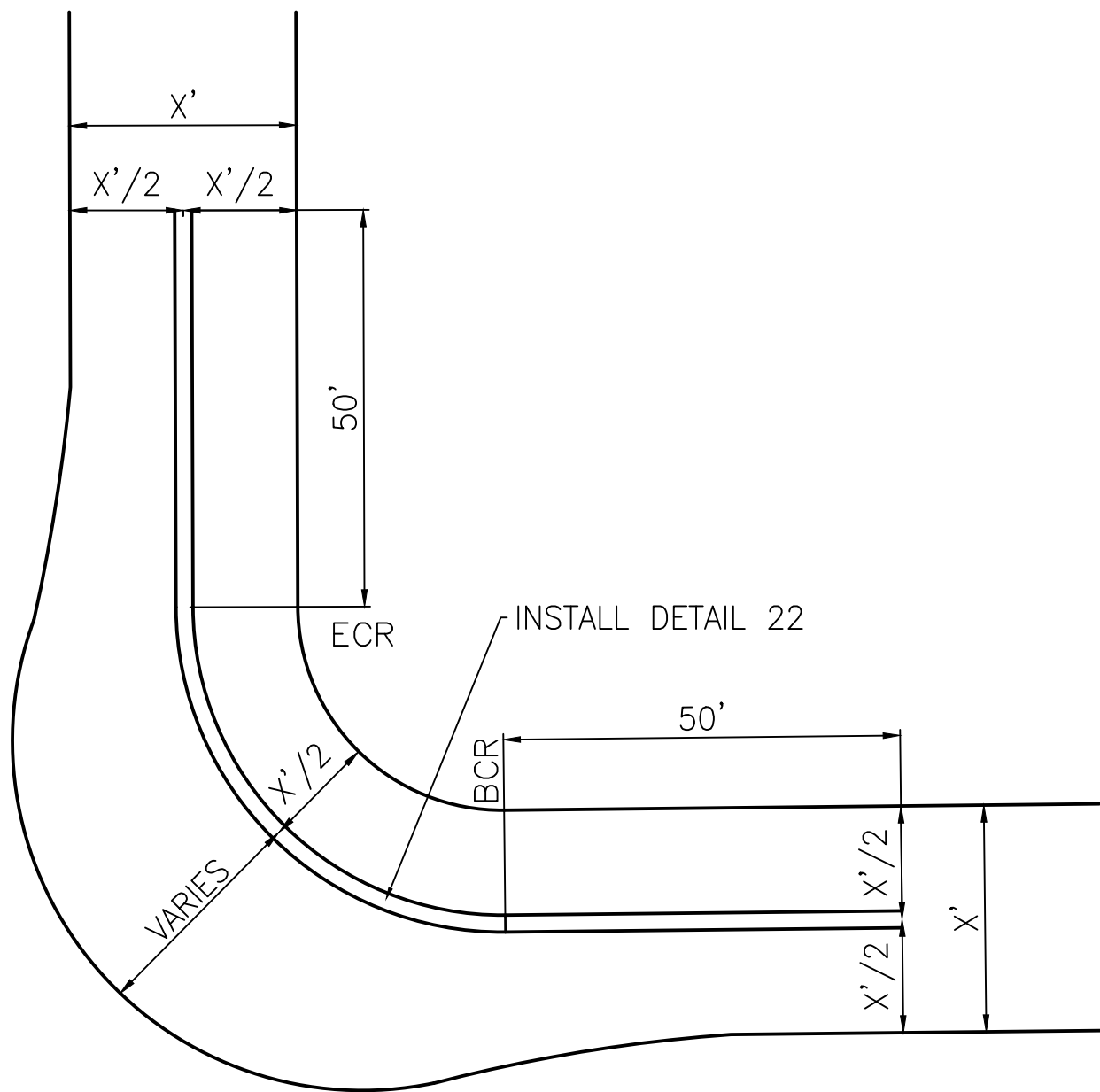
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INTERSECTION STRIPING DETAIL

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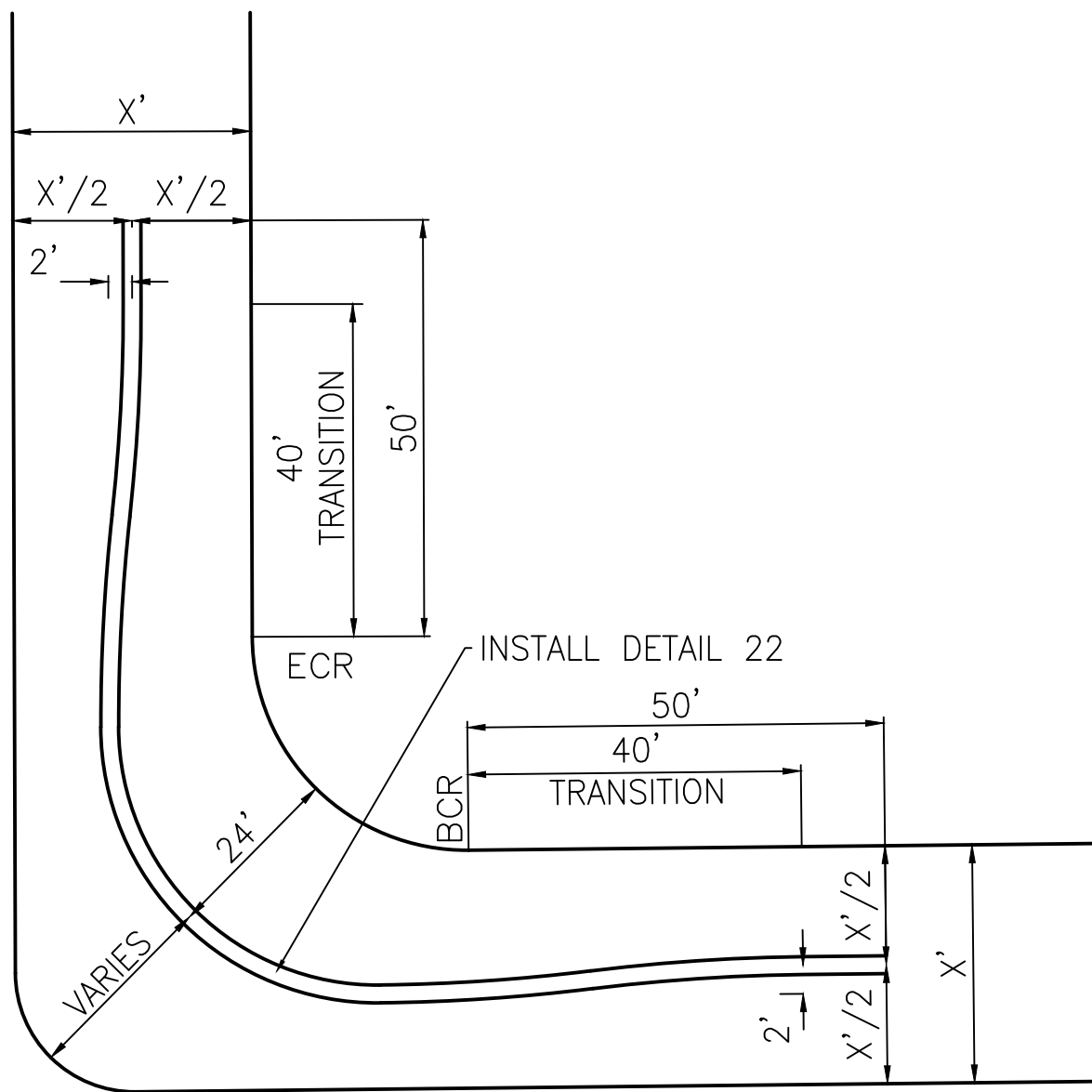
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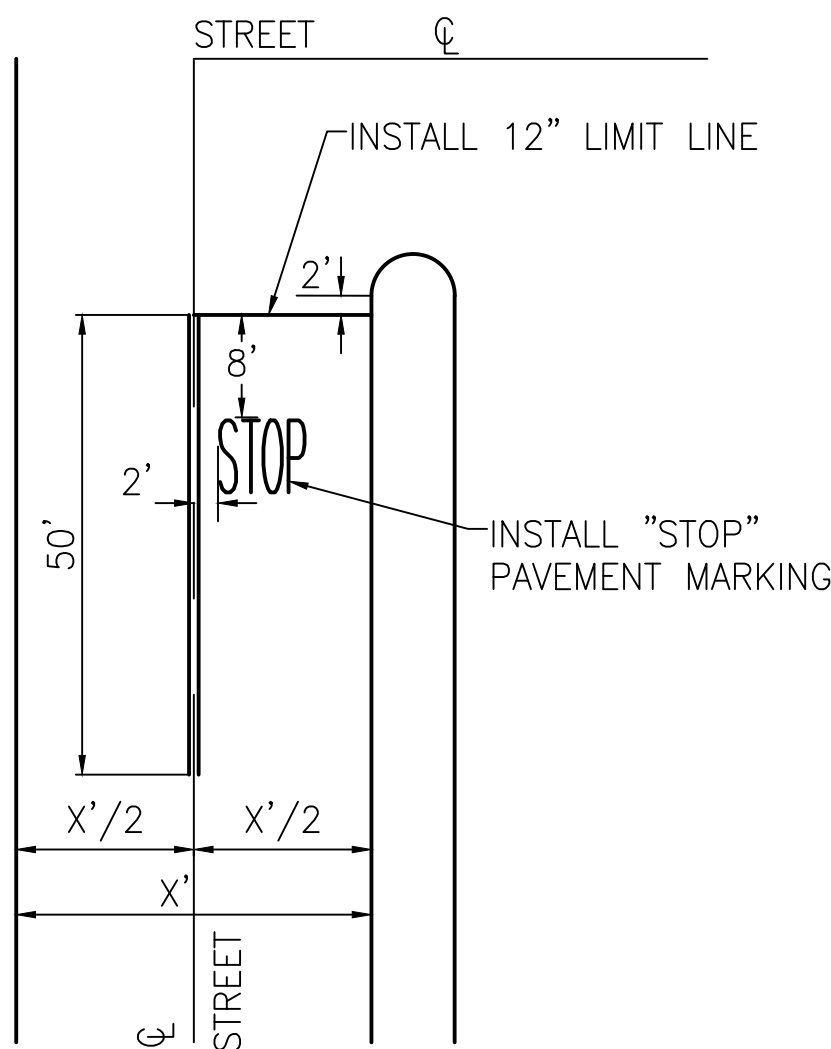
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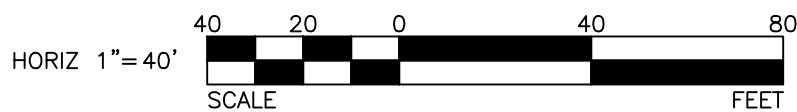
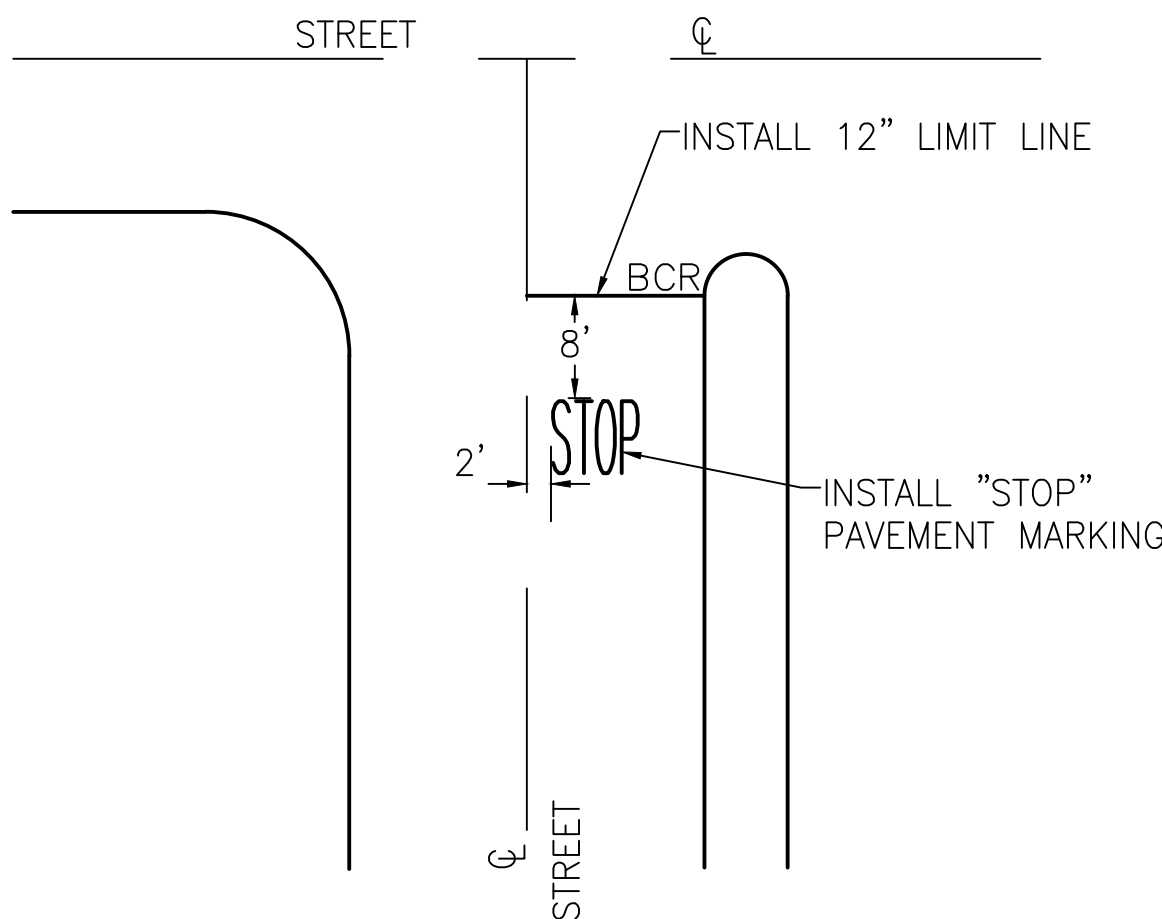
N.T.S.



INTERSECTION STRIPING DETAIL

DETAIL "H"

N.T.S.



Know what's below.
Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D



DRAWN BY	CL, MC, BC	11/4/2021
CHECKED BY	FW	11/4/2021
DESIGNED BY	MC	11/4/2021

APPROVED	11/4/2021
City Engineer	Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

STRIPING DETAIL SHEET

SHEET 3 OF 16

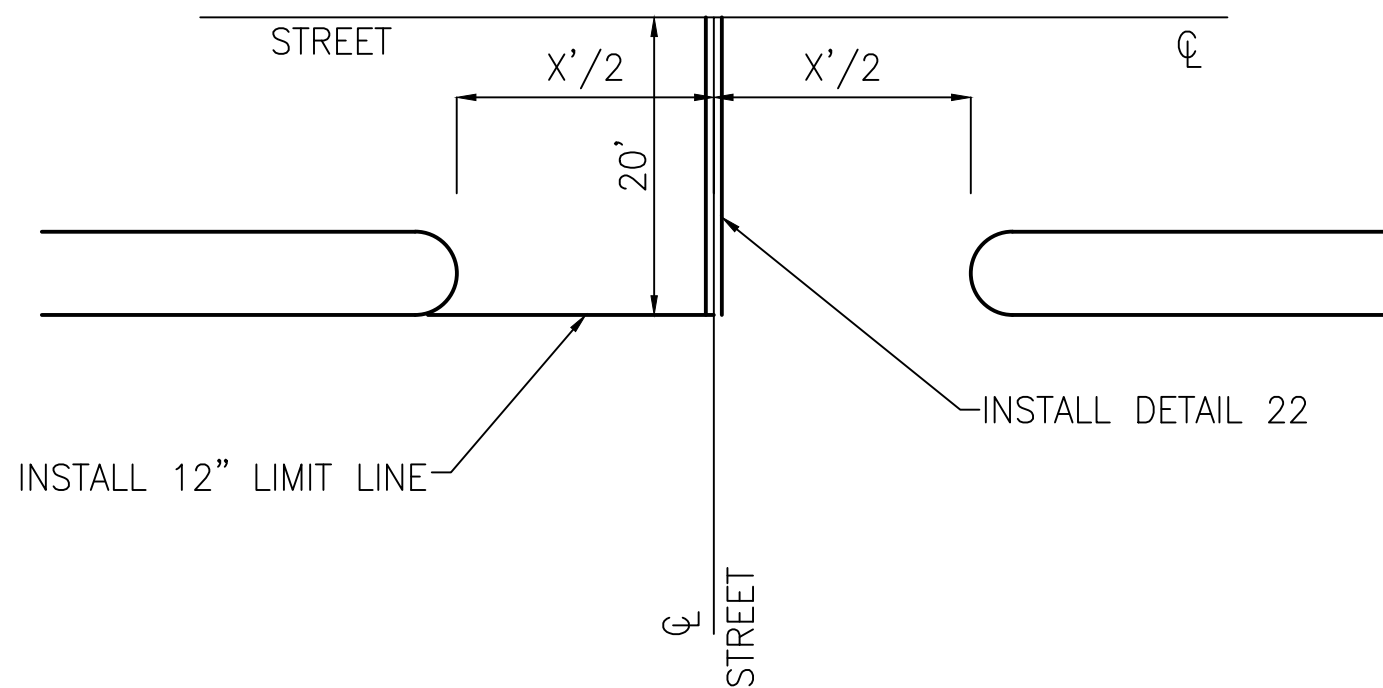
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DATE: Nov 08, 2021 - 12:11pm
FILE: U:\110184\07 - Los Alamitos - Street Rehab FY21-22\910-PSS&E\911-Plans\PI-DETL - STRIPING 2.dwg

INTERSECTION STRIPING DETAIL

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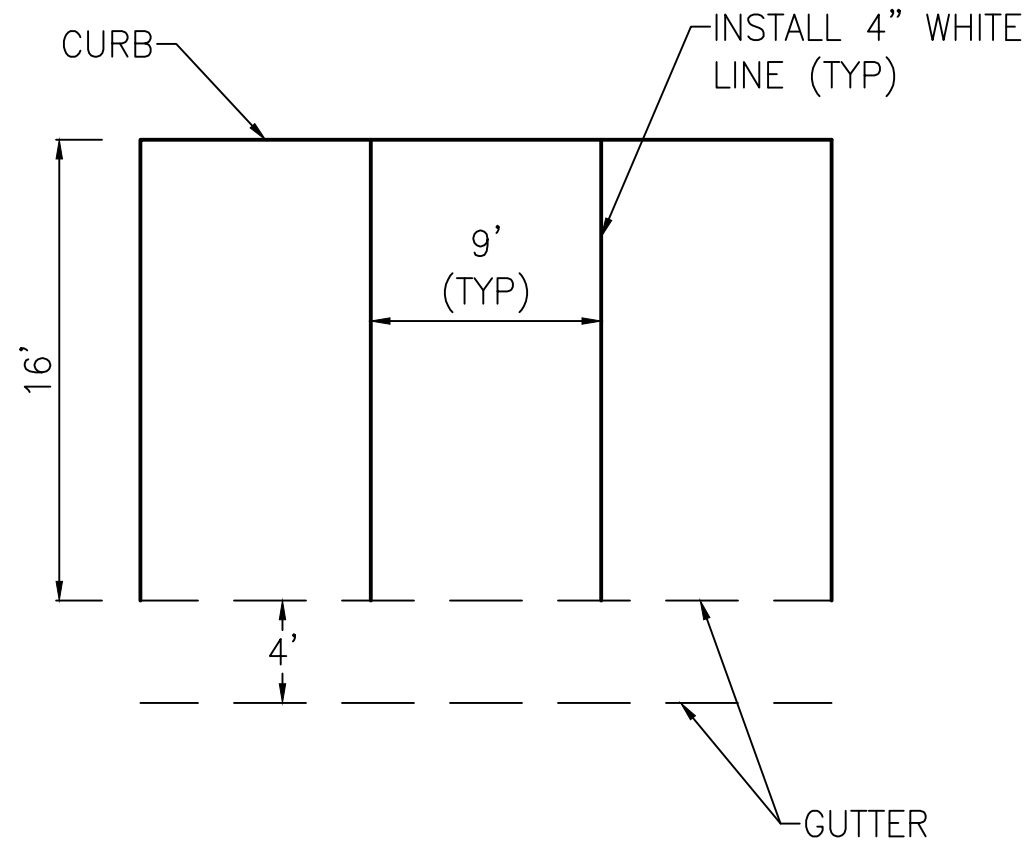
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90° PARKING STALL DETAIL

DETAIL "J"

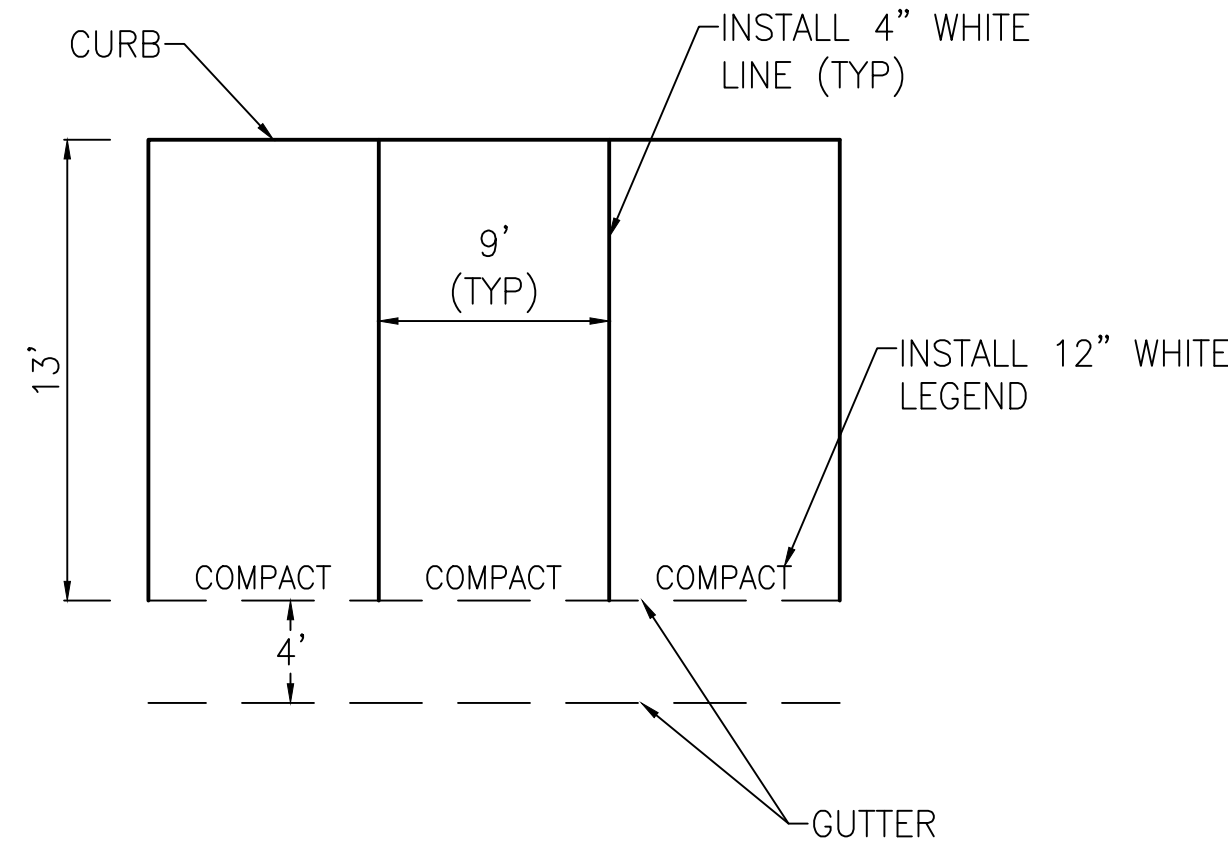
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90° PARKING STALL DETAIL

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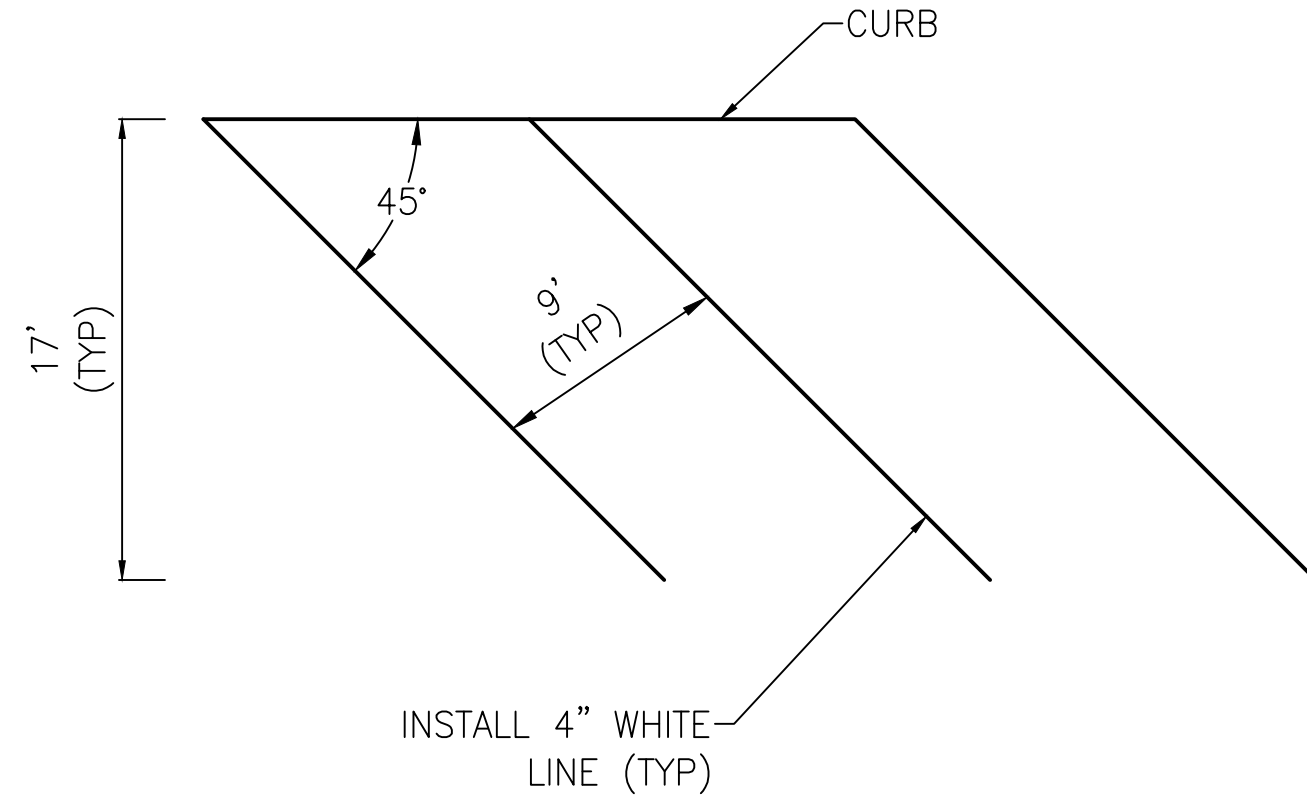
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45° PARKING STALL DETAIL

DETAIL "L"

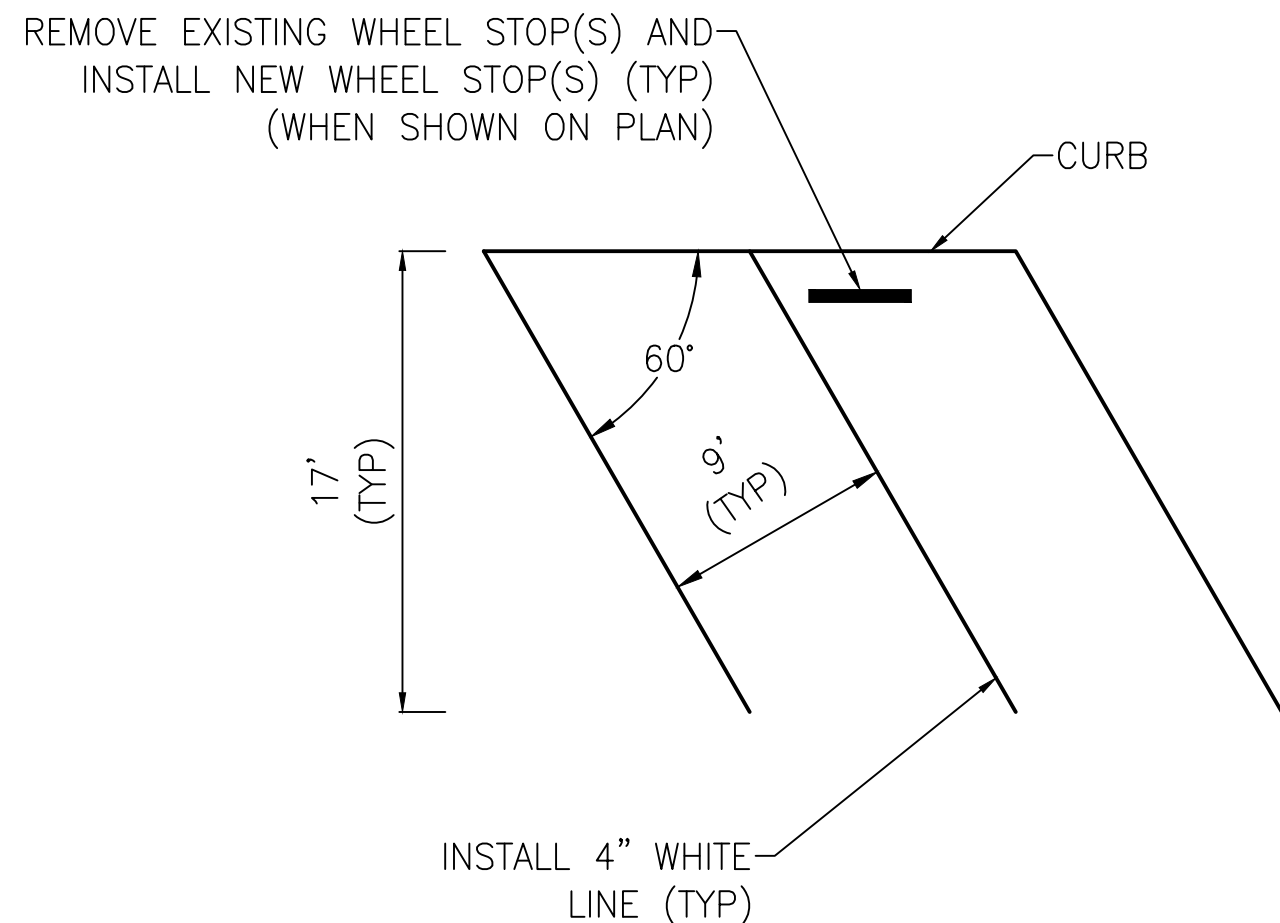
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60° PARKING STALL DETAIL

DETAIL "M"

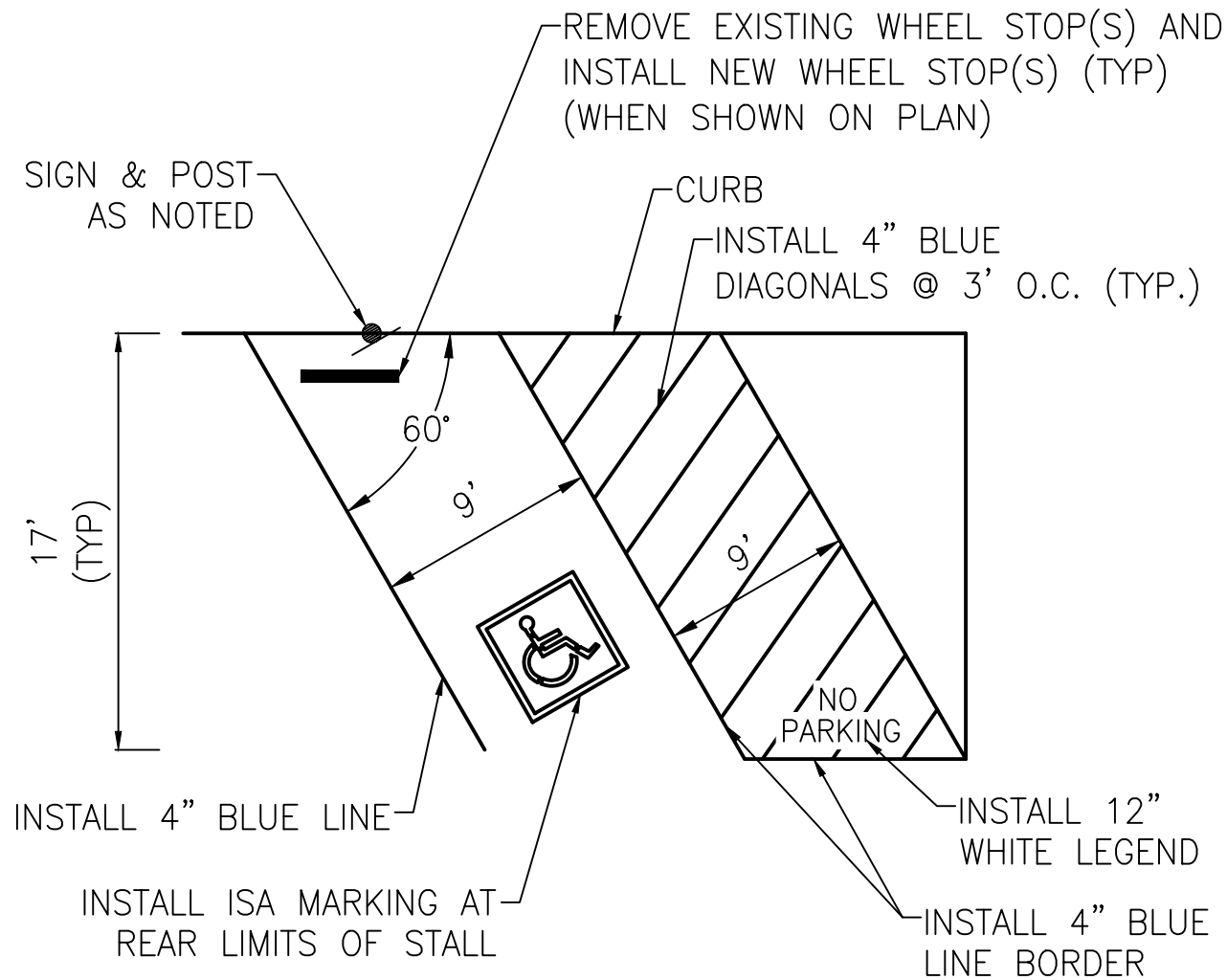
N.T.S.



60° ACCESSIBLE PARKING STALL DETAIL

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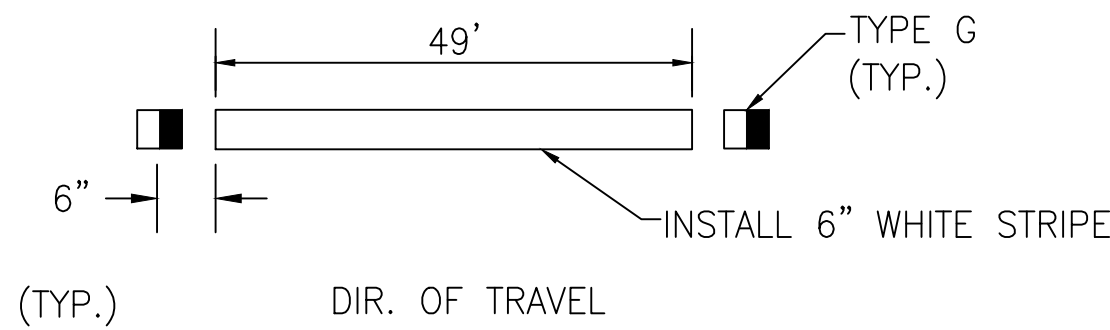
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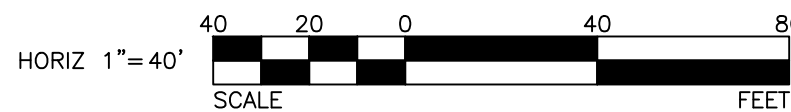
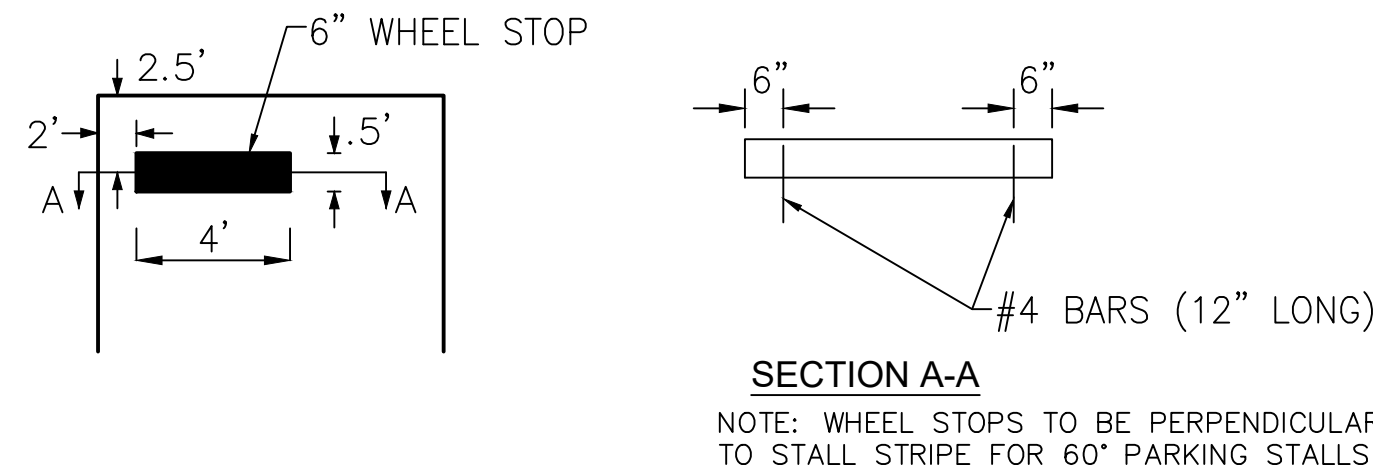
DETAIL "O"

N.T.S.



WHEEL STOP DETAIL

N.T.S.



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APP'D



DRAWN BY	CL, MC, BC	11/8/2021
CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	11/8/2021	
City Engineer	Date	

CITY OF LOS ALAMITOS

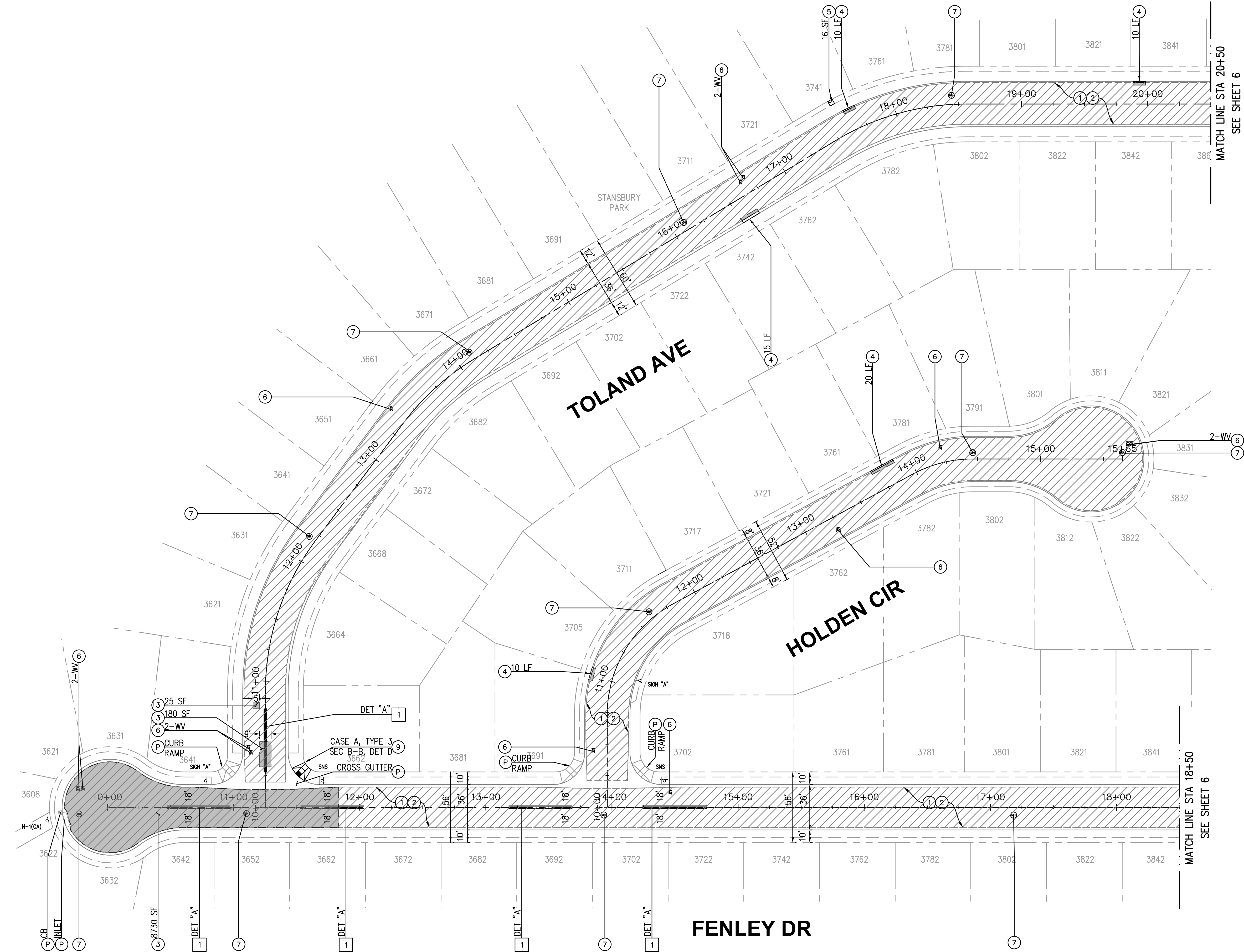
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

STRIPING DETAIL SHEET

SHEET 4 OF 16

NOT FOR CONSTRUCTION

USER: bcrnz
DATE: Nov 08, 2021 - 12:11pm
FILE: U:\10184\07 - Los Alamitos - Street Rehab F721-22\910-FSSE\901-Plans\PL-R04-D-02.dwg



CONSTRUCTION NOTES

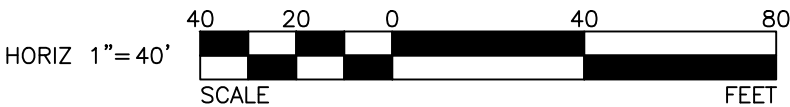
- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 2 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 3 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 4 REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- 5 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 6 PROTECT VALVE IN PLACE
- 7 PROTECT MANHOLE COVER IN PLACE
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

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



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	

WILLDAN Engineering 2401 East Kettle Ave, Suite 400, Covington, California 95026 714/978-8200 Fax 714/978-8289		
DRAWN BY	CL, MC, BC	11/8/2021
CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	City Engineer	11/8/2021 Date

CITY OF LOS ALAMITOS		
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022		
FENLEY DR WEST END TO STA 18+50	TOLAND AVE FENLEY DR TO STA 20+50	HOLDEN CIR FENLEY DR TO EAST END
SHEET 5 OF 16		

NOT FOR CONSTRUCTION

USER: bcrz DATE: Nov 08, 2021 - 12:12pm FILE: U:\110184\07 - Los Alamitos - Street Rehab F721-22\910-PSS\9101-Plans\PL-R04-D-03.dwg

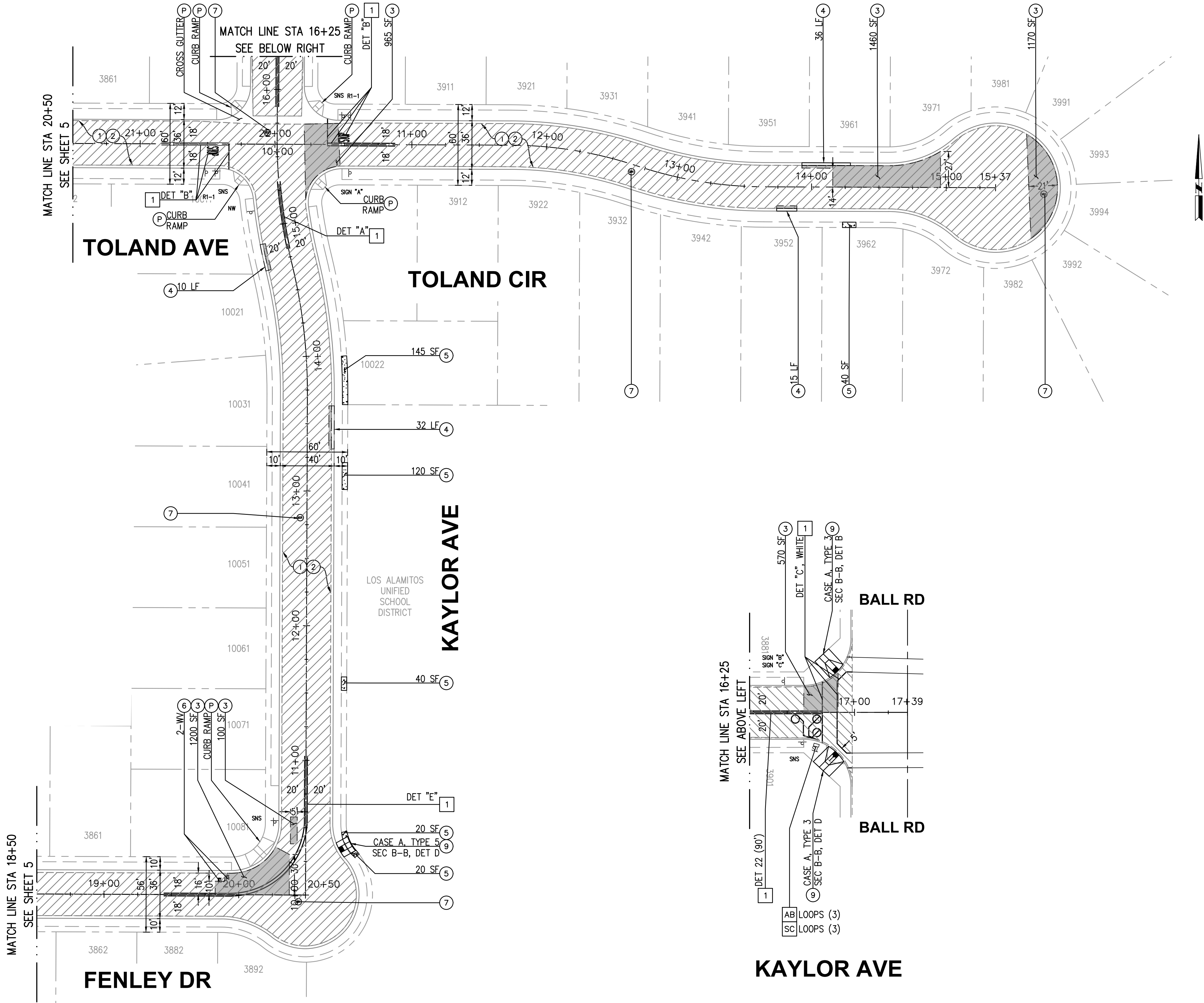


REVISIONS				APPV'D
NUMBER	DATE	INITIALS		

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CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED	11/8/2021	Date
City Engineer		

CITY OF LOS ALAMITOS				
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022				
TOLAND CIRCLE KAYLOR AVE TO EAST END	KAYLOR AVE FENLEY DR TO BALL RD	TOLAND AVE STA 20+50 TO KAYLOR AVE	FENLEY DR STA 18+50 TO KAYLOR AVE	SHEET 6 OF 16

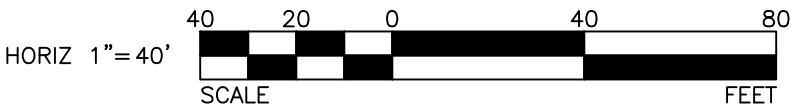
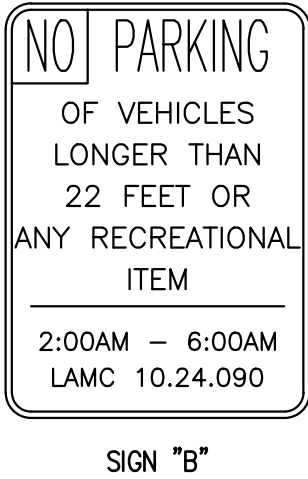


- CONSTRUCTION NOTES**
- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - 2 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - 3 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - 4 REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
 - 5 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - 6 PROTECT VALVE IN PLACE
 - 7 PROTECT MANHOLE COVER IN PLACE
 - 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
 - F PROTECT IN PLACE

- LEGEND**
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 - COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 - PCC IMPROVEMENTS

- STRIPING CONSTRUCTION NOTES:**
- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.

- LEGEND**
- - TYPE E LOOP DETECTOR
 - ⊗ - TYPE E (MODIFIED) BICYCLE LOOP DETECTOR



NOT FOR CONSTRUCTION

USER: bcrnz DATE: Nov 08, 2021 - 12:13pm FILE: U:\110184\07 - Los Alamitos - Street Rehab F721-22\900-PS&E\901-Plans\PL-R04-D-04.dwg



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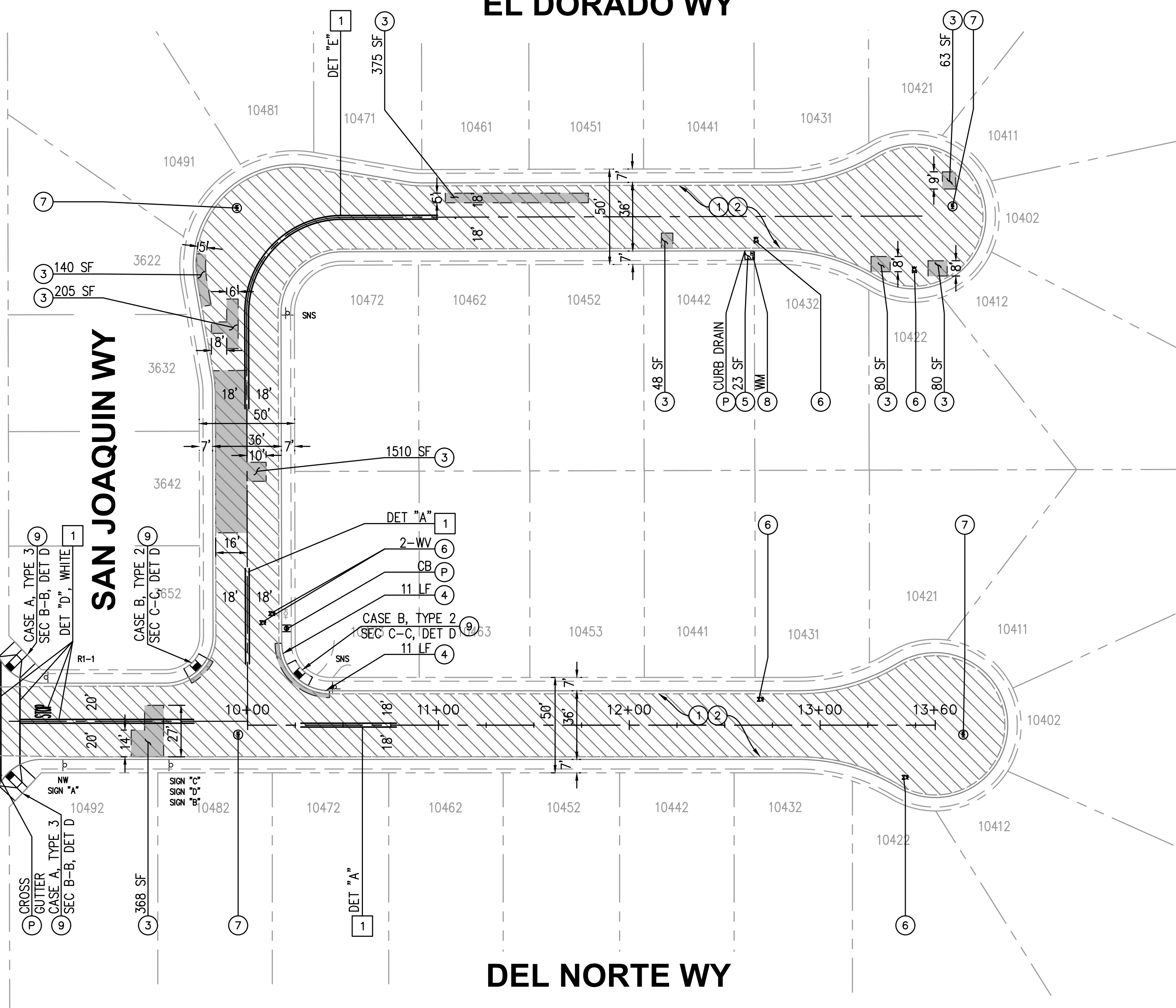
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9071 East Katella Ave., Suite 400, Anaheim, California 92805 714.978-8200 fax 714.978-8299		
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CHECKED BY	FW	11/8/2021
DESIGNED BY	MC	11/8/2021
APPROVED		11/8/2021
City Engineer		Date

CITY OF LOS ALAMITOS		
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022		
DEL NORTE WY SAN JOAQUIN WY TO NORTH END	EL DORADO WY SAN JOAQUIN WY TO NORTH END	SAN JOAQUIN WY EL DORADO WY TO EL NORTE WY

CERRITOS AVE

EL DORADO WY



CERRITOS AVE

DEL NORTE WY

CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
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- 6 PROTECT VALVE IN PLACE
- 7 PROTECT MANHOLE COVER IN PLACE
- 8 ADJUST TO GRADE (ITEM AS NOTED)
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

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



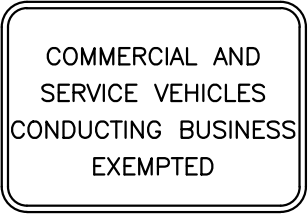
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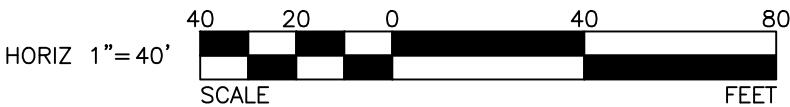
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SIGN "C"



SIGN "D"



NOT FOR CONSTRUCTION

LOS ALAMITOS BLVD

PINE ST

REAGAN ST

LOS ALAMITOS BLVD

PINE ST

REAGAN ST

FLORISTA ST

KATELLA AVE

CATALINA ST

KATELLA AVE

CHERRY ST

CATALINA ST

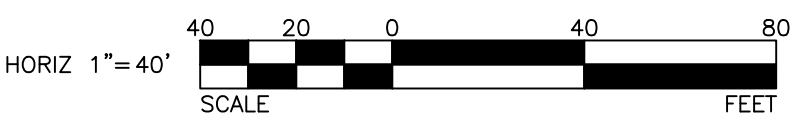
CONSTRUCTION NOTES

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- 10 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- 11 REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
- 12 REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
- 14 REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
- 16 REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
- 17 INSTALL REMOVABLE BOLLARDS PER DETAIL ON SHEET 2. 5' O.C. SPACING.
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

FOR SIGNING AND STRIPING, SEE SHEET 15 OF 16



REVISIONS

REFERENCES



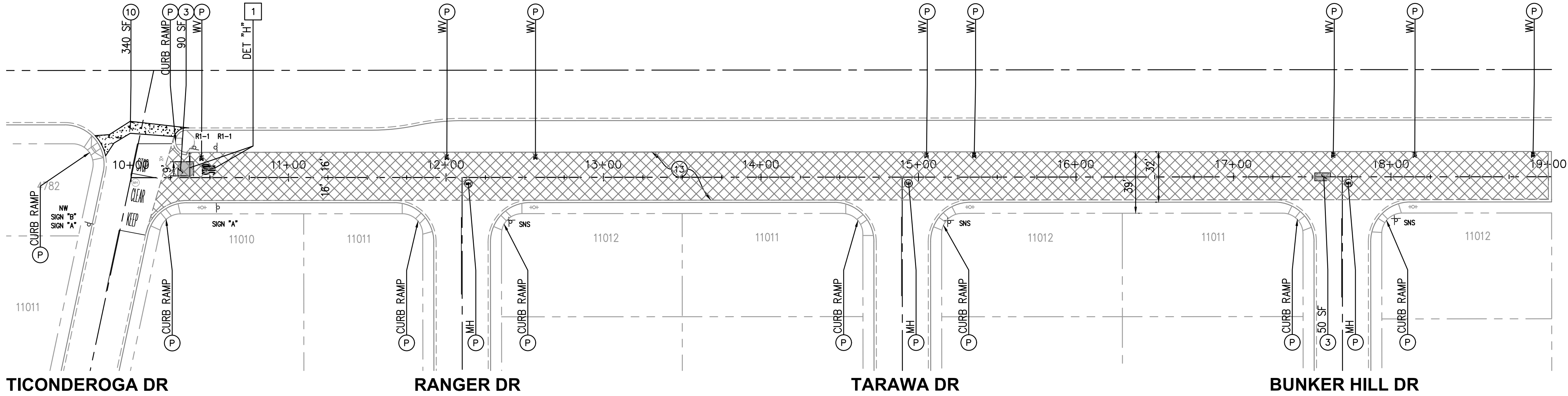
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CHECKED BY	FW		11/8/2021
DESIGNED BY	MC		11/8/2021
APPROVED	City Engineer	DATE	11/8/2021

CITY OF LOS ALAMITOS

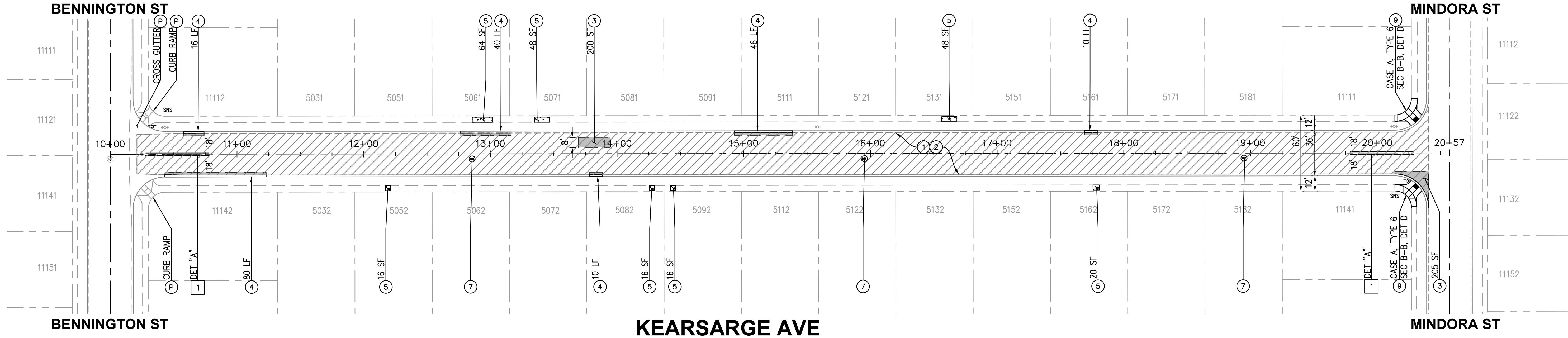
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022
FLORISTA ST
LOS ALAMITOS BLVD TO CHERRY ST
CHERRY ST
KATELLA AVE TO CATALINA ST

SHEET 8 OF 16

NOT FOR CONSTRUCTION



KATELLA AVE (FRONTAGE RD)



CONSTRUCTION NOTES

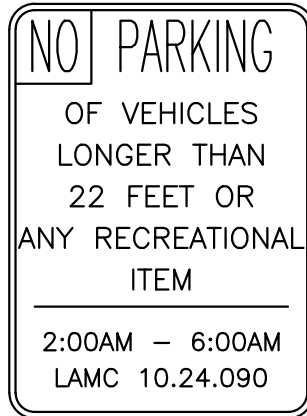
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- 7 PROTECT MANHOLE COVER IN PLACE
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- 10 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- 13 SLURRY SEAL, TYPE 2
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- SLURRY SEAL, TYPE 2
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

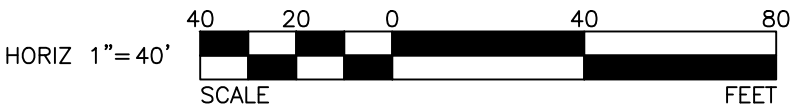
- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.



SIGN "A"



SIGN "B"



Know what's below.
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REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

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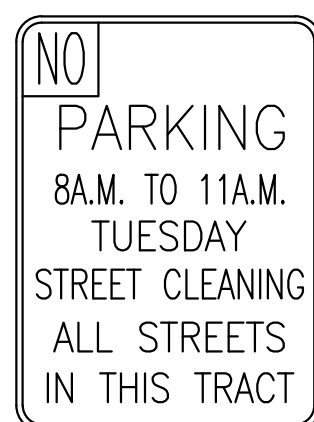
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DESIGNED BY	MC	11/8/2021
APPROVED	City Engineer	11/8/2021

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

KATELLA AVE (FRONTAGE ROAD)
TICONDEROGA DR TO EAST END

KEARSARGE AVE
BENNINGTON ST TO MINDORA ST

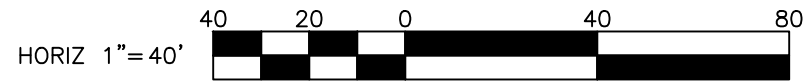


SIGN "B"

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
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- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑪ REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
- ⑬ REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
- ⑰ PROTECT IN PLACE
- ⑲ ADJUST TO GRADE BY OTHERS (ITEM AS NOTED)

	REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
	COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
	PCC IMPROVEMENTS

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN
- 2 REMOVE CONFLICTING STRIPING
- 3 INSTALL RED CURB. LENGTH AS SHOWN



 Know what's below. Call before you dig. Call before you dig. Call before you dig.	REVISIONS			REFERENCES	 Willdan Engineering 17450 78th Avenue, Suite 700, Irvine, CA 92618 714.978-8200 Fax 714.978-8201	DATE	CITY OF LOS ANGELES		SHEET OF 16 SHEET 10 OF 16
	NUMBER	DATE	INITIALS	APPV'D		DATE			
	NUMBER	DATE	INITIALS	APPV'D	DRAWN BY	MC, MC, BC	11/8/2021		
					CHECKED BY	EW, MC, BC	11/8/2021	STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022	
					DESIGNED BY	MC	11/8/2021	STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022	
					DESIGNED BY	MC	11/8/2021		
					APPROVED		11/8/2021	SIBONEY ST	
					APPROVED	City Engineer	11/8/2021	ANTIETAM AVE TO KATELLA AVE	
						City Engineer	Date	BENNINGTON ST TO MINDORA ST	

NOT FOR COMMISSION

CONSTRUCTION NOTES

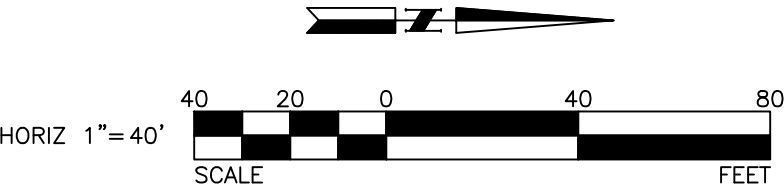
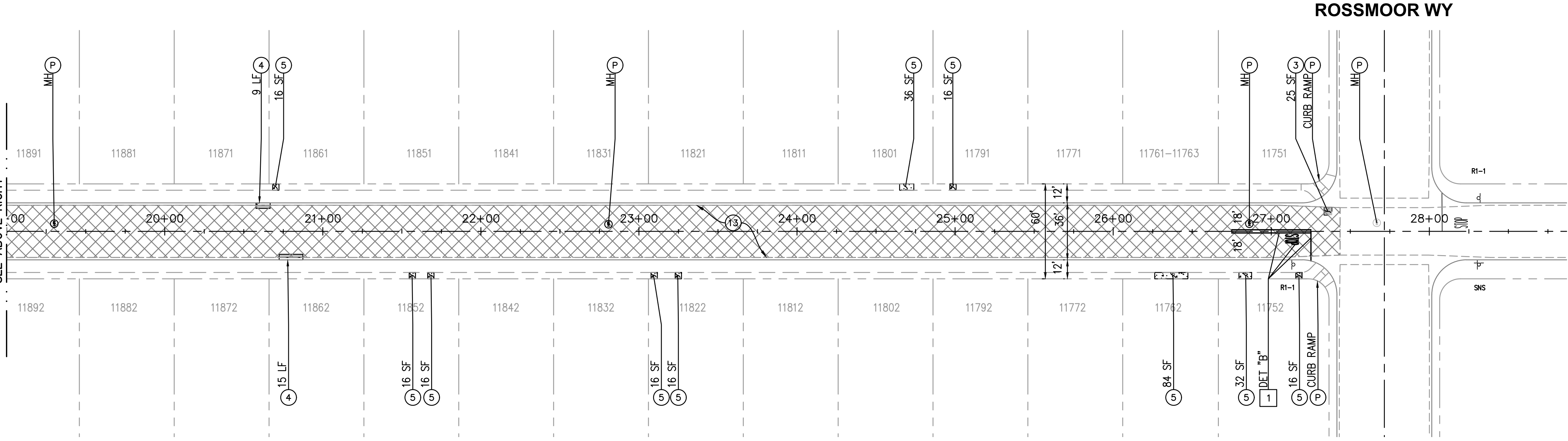
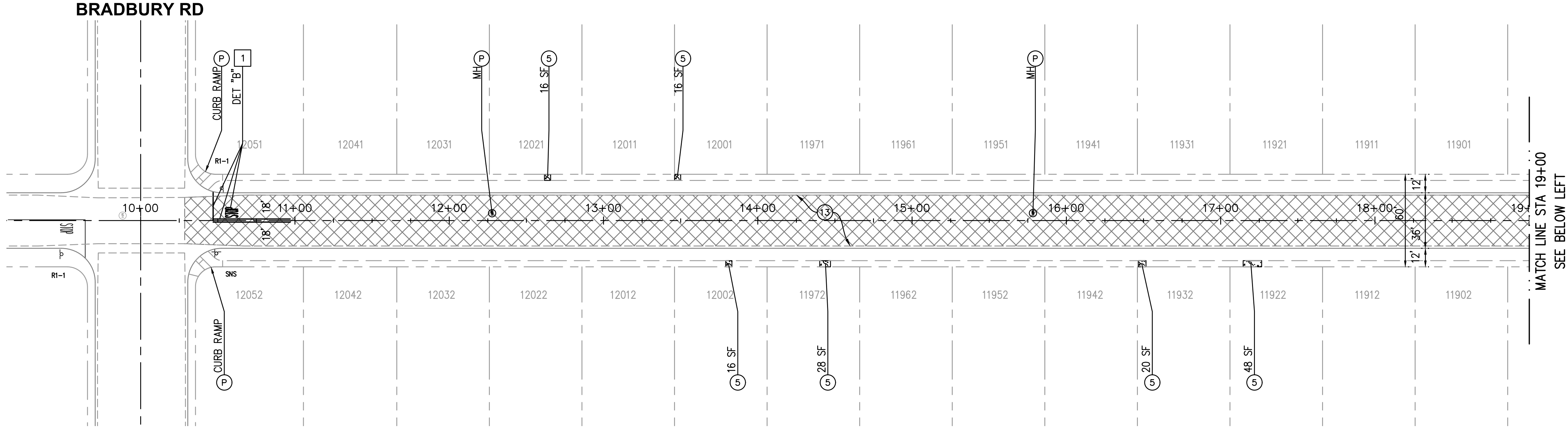
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- 5 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 7 PROTECT MANHOLE COVER IN PLACE
- 13 SLURRY SEAL, TYPE 2
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- SLURRY SEAL, TYPE 2
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

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



	REVISIONS				REFERENCES	 DRAWN BY CHECKED BY DESIGNED BY CL, MC, BC FW MC APPROVED City Engineer 11/7/2021 Date	DATE		CITY OF LOS ALAMITOS	
	NUMBER	DATE	INITIALS		APPV'D				STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022	
									PASEO BONITA	
									BRADBURY RD TO ROSSMOOR WY	
									SHEET 11 OF 16	

NOT FOR CONSTRUCTION

USER: bcrnz DATE: Nov 08, 2021 - 12:15pm FILE: U:\110184\07 - Los Alamitos - Street Rehab FY21-22\910-FSSE\910-Plans\PL-ROAD-11.dwg



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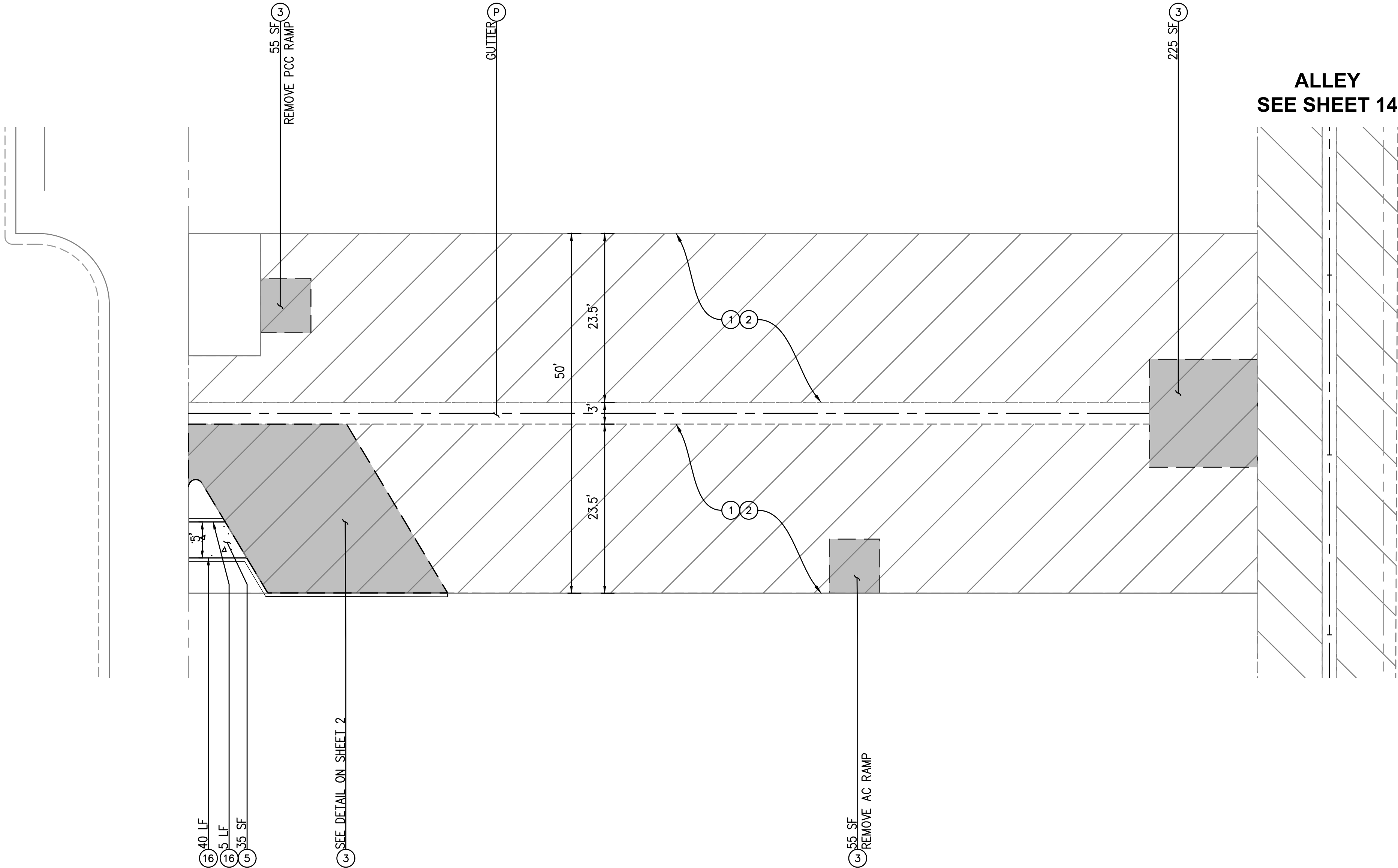
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APPROVED		11/8/2021
City Engineer		Date

CITY OF LOS ALAMITOS	
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022	
PARKING LOT IMPROVEMENTS	
10902 PINE ST	

SHEET 13 OF 16

PINE ST

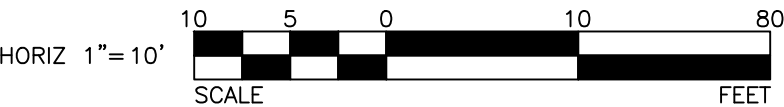


CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 2 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 3 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
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- 7 PROTECT MANHOLE COVER IN PLACE
- 16 REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS



NOT FOR CONSTRUCTION

CONSTRUCTION NOTES

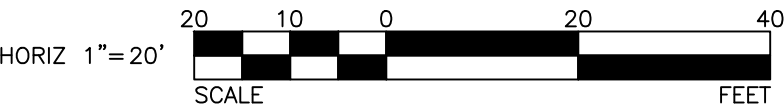
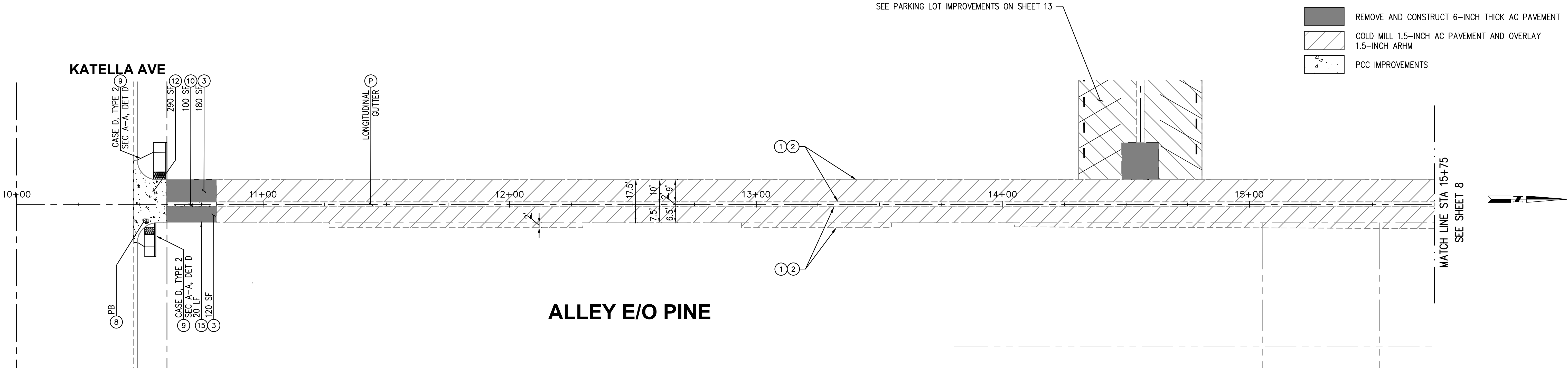
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- 10 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- 12 REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
- 15 REMOVE AND CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3
- P PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

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- 3 INSTALL RED CURB. LENGTH AS SHOWN



REVISIONS			
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APPROVED	11/8/2021	Date
City Engineer		

CITY OF LOS ALAMITOS
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022
ALLEY E/O PINE ST KATELLA AVE TO FLORISTA

SHEET 14 OF 16

NOT FOR CONSTRUCTION

FILE: U:\110184\07 - Los Alamitos - Street Rehab F21-22\910-PSS\910-Plans\PL-STRIP-01.dwg

USER: bcrnz
DATE: Nov 08, 2021 - 12:17pm



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DATE: Nov 08, 2021 - 12:17p

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NUMBER	DATE	INITIALS		APPV'D



DRAWN BY

CHECKED BY

DESIGNED BY

CL, MC, BC

FW

MC

APPROVED

City Engineer

DATE

11/8/2021

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

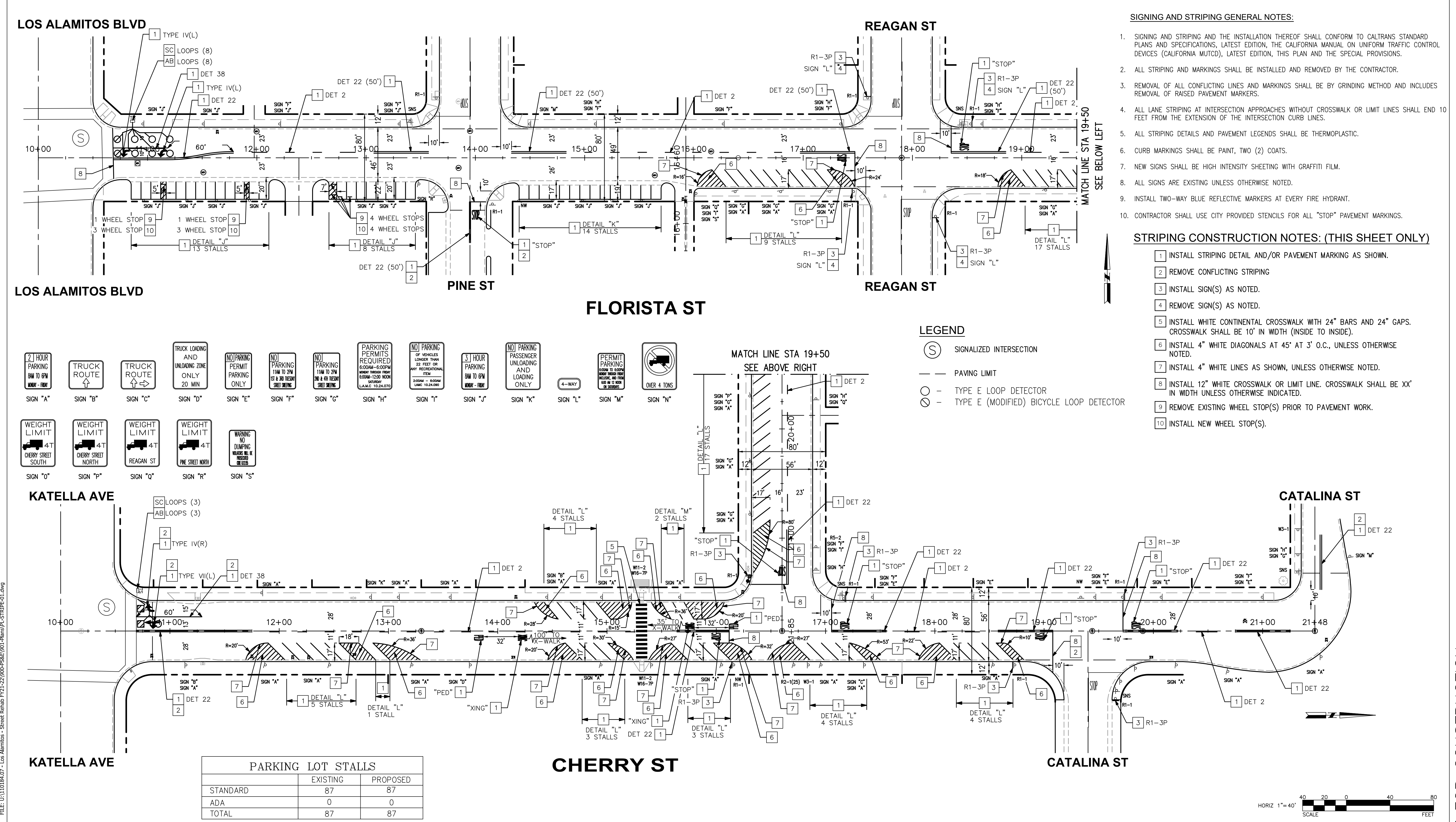
FLORISTA ST

LOS ALAMITOS BLVD TO CHERRY ST

CHERRY ST

KATELLA AVE TO CATALINA ST

SHEET 15 OF 16



NOT FOR CONSTRUCTION

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. ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
3. REMOVAL OF ALL CONFLICTING LINES 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. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS.
7. NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
8. ALL SIGNS ARE EXISTING UNLESS OTHERWISE NOTED.
9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
10. CONTRACTOR SHALL USE CITY PROVIDED STENCILS FOR ALL "STOP" PAVEMENT MARKINGS.

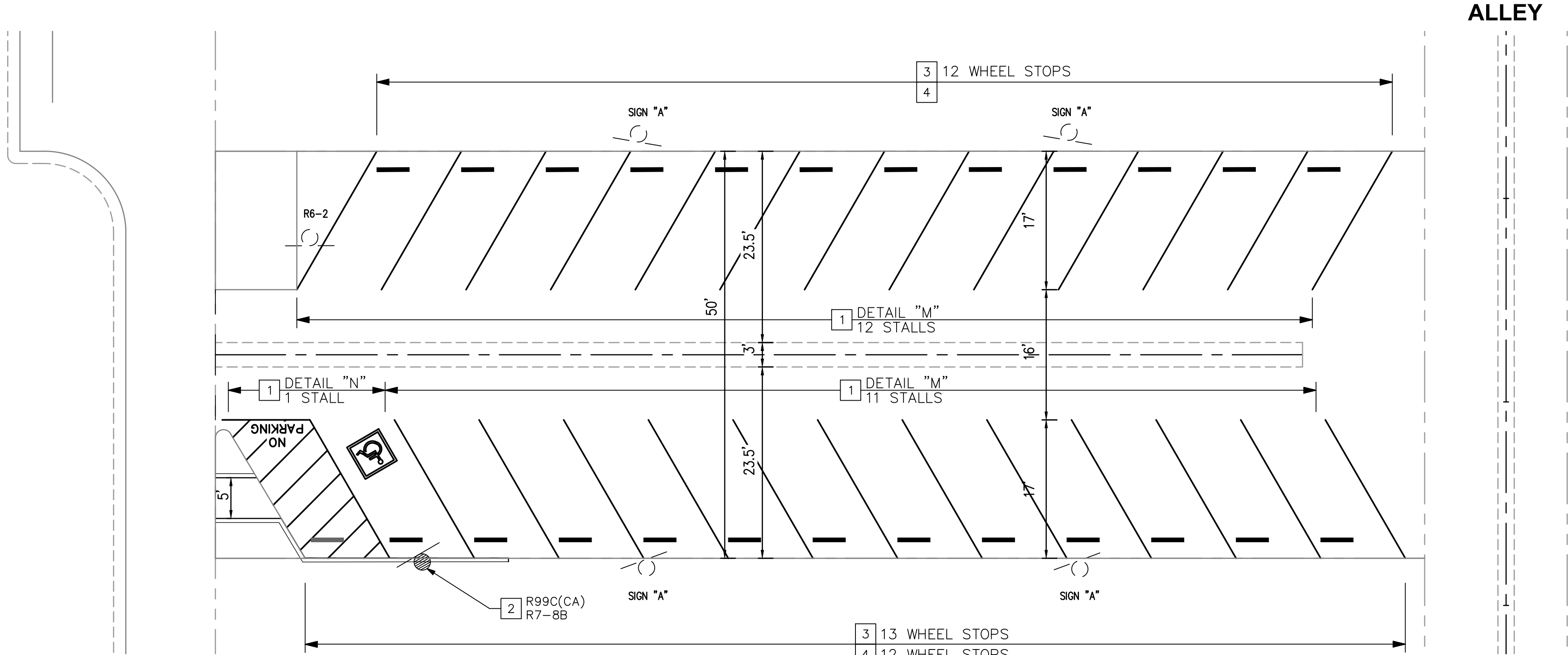
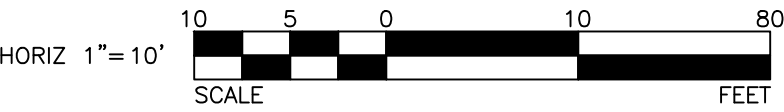
STRIPING CONSTRUCTION NOTES: (THIS SHEET ONLY)

1. INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
2. INSTALL SIGN(S) AND POST AS INDICATED.
3. REMOVE EXISTING WHEEL STOP(S) PRIOR TO PAVEMENT WORK.
4. INSTALL NEW WHEEL STOP(S).

PARKING LOT STALLS		
	EXISTING	PROPOSED
STANDARD	25	23
ADA	0	1
TOTAL	25	24



SIGN "A"



REVISIONS

REFERENCES

REVISIONS				REFERENCES	
NUMBER	DATE	INITIALS		APPV'D	



DATE	
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CHECKED BY	FW
DESIGNED BY	MC
APPROVED	11/8/2021
City Engineer	Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021–2022
PARKING LOT SIGNING AND STRIPING
10902 PINE ST



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 11N

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Professional Services Agreement (PSA) with Clean Street LLC for Citywide Street Sweeping Services

SUMMARY

On September 21, 2021, staff received and reviewed bids to the City's Request for Proposals (RFP) 2021-08 for Citywide Street Sweeping Services.

RECOMMENDATION

1. Award the bid for RFP 2021-08; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Clean Street LLC, for Citywide Street Sweeping Services with a maximum monthly amount of \$9,464.00 for a period of seven (7) years, ending on January 1, 2029.

BACKGROUND

The City is responsible for the maintenance and sweeping of all City streets including residential public streets, commercial public streets and all paved public alleys in the City. The regular maintenance of streets ensures beautification of the City, and satisfies the State of California Clean Water laws, which ensure that trash and debris runoff does not enter the waterways.

As currently established, the City's street sweeping services are provided by R.F. Dickson via the Solid Waste Services agreement with Consolidated Disposal, dba Republic Services. In anticipation of the City's current contract with Republic Services expiring on December 31, 2021, the City released Request for Proposals (RFP) 2021-08 for the solicitation of Citywide Street Sweeping Services.

DISCUSSION

On August 18, 2021, RFP 2021-08 was released, as well as advertised in the newspaper on August 18, 2021 and August 25, 2021. In response to RFP 2021-08, the City received three bids. The bid results identifying the cost are provided below:

COMPANY	MONTHLY BID AMOUNT	MONTHLY COST DIFFERENCE
R.F Dickson	\$9,075.90	-
Clean Street	\$9,464	+ \$388.10
Nationwide Environmental Services	\$10,500.00	+1,424.10

Section 2.60.030 (D) of the Los Alamitos Municipal Code (LAMC) establishes a selection criteria and procedures for the awarding of a formal contract. Those items to consider when recommending the awarding of a bid includes but is not limited to: the cost and quality of the service, the ability, capability and skill of the vendor to perform the contract, and the character of vendor's performance history and record on previous purchases or contracts with the City.

R.F. Dickson submitted the lowest proposal but the City's service history with them has not been satisfactory. Some of the items of concern include the continuity of poor quality sweeping of the main arterials and the absence of sweeping the center median for several weeks at a time. R.F. Dickson also displayed a lack of communication, poor response time to issues brought forth, and resolve to sweeping conditions in various areas of the City. City staff met with team members from R.F Dickson on several occasions and had phone conversations to discuss resolutions to increase areas of performance, which ultimately have not resulted in long-term improvement.

Based on the service history between the City and R.F. Dickson, staff recommends the awarding of the City's street sweeping services to Clean Street. A reference check on Clean Street was conducted with the cities of Seal Beach, Garden Grove and Paramount. All three cities expressed an overall satisfaction with the services provided and pointed out missed service as an infrequent occurrence, and quick response to issues brought forth by both residents and staff. In addition, there were no noted long-term issues between these jurisdictions and Clean Street that remained unresolved to the cities' satisfaction.

FISCAL IMPACT

As proposed, the monthly cost of \$9,464 with a total annual cost of \$113,568 for street sweeping services will be covered by exclusive payment via the Waste Hauler contract. As a result, this agreement proposes a term that will fall in line with the Waste Hauler agreement, which will establish an initial term of seven years, with three (3) possible – 1 year extensions by mutual agreement.

Submitted by: Ron Noda, Development Services Director
Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. *Professional Services Agreement with Clean Street*
 2. *Bid Submitted by Clean Street LLC dated September 20, 2021*

STREET SWEEPING SERVICES AGREEMENT
[City of Los Alamitos & Clean Street LLC]

THIS AGREEMENT FOR STREET SWEEPING SERVICES (“Agreement”) is made and entered into, to be effective this 1st day of January 2022 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Clean Street LLC, a California Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide street sweeping services for all streets and alleyways citywide.

B. In response to City’s formal Request for Proposals No. 2021-08 (RFP), dated August 16, 2021, Contractor has submitted to City a written proposal, dated September 20, 2021 to provide the desired street sweeping services citywide.

D. City desires to engage Contractor to provide such street sweeping services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the street sweeping services, dated September 20, 2021, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2021-08, dated August 16, 2021; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest

priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Project Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Contractor shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Nine Thousand, Four Hundred Sixty-Four and Zero Cents (\$9,464.00) monthly. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of seven (7) years, ending on January 1, 2029, unless extended by mutual written agreement of the Parties, for a maximum of three (3) additional 1-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Christopher Valerian, CEO. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or

governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate.

The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Contractor shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and

attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Contractor are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Contractor, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Contractor.

8.6.1 Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of

time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Traffic Signal Maintenance Services Agreement.

To City:

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

With copy to:

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Contractor:

Christopher Valerian, CEO
Clean Street LLC
1937 W. 169th Street
Gardena, CA 90247
randerson@cleanstreet.com

10.2 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”

City of Los Alamitos

By: _____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Clean Street LLC

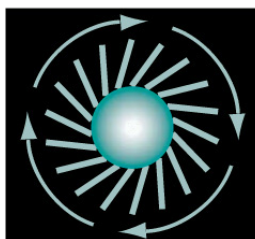
By: _____
Christopher Valerian, CEO

By: _____
Daniel Naurt, CFO

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: September 20, 2021



CleanStreet

Cleaning Your Environment



RFP 2021-08
STREET SWEEPING SERVICES

EXCLUSIVELY FOR
CITY OF LOS ALAMITOS

SEPTEMBER 20, 2021

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108



City of Los Alamitos
Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, California 90720

September 20, 2021

Dear Mr. Noda,

Enclosed is our proposal for providing a high-quality street sweeping service for City of Los Alamitos.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for street sweeping services.

We serve more than 55 cities in southern California. We are committed to providing a high-quality street sweeping program and high-quality customer service. Street sweeping is the primary business that CleanStreet engages in, not a secondary business endeavor.

We understand that City of Los Alamitos is seeking quality reliable service. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the Director of Business Development, and I will serve as the contact person for this project. I can be reached by phone at (800) 225-7316 x108, by cell at (310) 740-1601, by fax at (310) 538-8015 or by email at randerson@cleanstreet.com.

Thank you for this opportunity. I hope we can be of service.

Sincerely,
CLEANSTREET

Rick Anderson
Director of Business Development

BIDDER INFORMATION



COMPANY INFORMATION

Business Name: CleanStreet
Physical/Mailing/Remit to Address: 1937 W. 169th Street, Gardena, CA 90247
Federal I.D. Number: 95-4149650
Business Type: LLC
Telephone: (800)225-7316
Fax: (310)538-8015

LLC filing as c-corp. 100% owned by SCA of CA, LLC

Directors: Christopher Valerian, CEO, President; Daniel Naurt, CFO; Matthew Spenser, COO; Michael Siragusa, Vice President; Joseph P Frola, Executive Vice President; Tony Cincotta, Regional Vice President

ADDITIONAL INFORMATION

How many years has Bidder's organization been in business as a Contractor?
48 years

Under what other or former names has Bidder's organization operated?
CleanStreet, Inc. conversion to CleanStreet, LLC filed January 25, 2021

Has Bidder ever failed to complete any work awarded to it?
No

PROJECT PERSONNEL

Rick Anderson, Director of Business Development
Telephone: (310)538-6986 **Email:** randerson@cleanstreet.com

Mike Zamora, Site Manager
Telephone: (310)436-6560 **Email:** mzamora@cleanstreet.com

Alex and Jenny, Dispatch
Telephone: (310)538-6903 **Email:** service@cleanstreet.com

Cynthia Cruz, Account Receivables
Telephone: (310)436-6512 **Email:** ccruz@cleanstreet.com

SCOPE OF WORK



CleanStreet shall provide all labor and equipment necessary to perform street sweeping services in a cost-effective, efficient and professional manner.

Scope of work to be done includes sweeping all city streets once a week. All neighborhoods shall be swept according to the City of Los Alamitos posted times. CleanStreet's operators are competent in all aspects of street sweeping operations including; equipment used, knowledge of the California Vehicle Code, safety practices, and knowledge of notification procedures.

Sweeping shall be done in a neat, orderly and professional manner. The street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears and visual dust in accordance with the City's standards of cleanliness. While sweeping shall normally consist of a single pass over an area, the Contractor shall make additional passes, or such extra effort as may be required to adequately clean the street. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather.

CleanStreet will respond within two hours of notification to emergency sweeps.

Each street shall be swept clean to the adjacent property line. No sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

ORGANIZATIONAL INFORMATION



Rick Anderson, Director of Business Development

The contract manager and key contract representative is Mr. Rick Anderson. Mr. Anderson has been with the company since 1989, and has the experience and expertise to deal with any issue that might arise during the performance of this contract.

He has the authority to take whatever steps necessary to deliver high-quality service. Mr. Anderson is responsible for all pricing and staffing decisions for the organization and approach to this contract. He will be intimately involved in all aspects of the implementation of this contract.

Alex Farias and Jenny Millares, Dispatcher

Dispatch can handle all of your calls with special requests or complaints. They are calm, courteous and capable of responding quickly and effectively to your calls. Their communication skills are a major asset to CleanStreet, and will be to your organization as well.

Both Alex and Lily offer a high degree of professionalism, solid business ethics, and extensive computer skills. Alex and Lily are reliable, have a positive attitude and work effectively and with a sense of urgency. They can quickly read, understand, and use street maps and complex mapping software.

Mike Zamora, Site Manager

Mike joined CleanStreet in 2018. He is the Site Manager.

Mike has been in the transportation industry for 16 years exclusively with waste collection and maintenance. Mike's responsibilities include management of all core driver functions, safety improvement, logistics, and customer service engagement.



(800) 225-7316
1937 W. 169th Street
Gardena, CA 90247

COMPARABLE PROJECTS & REFERENCES



CITY OF GARDEN GROVE

Contact: Mark Ladney

Email: markla@ggcity.org

Mailing Address: 13802 Newhope Street, Garden Grove, CA 92843

Phone: (714)741-5382

Work Type: Street Sweeping

Service Dates: 2006-current

CITY OF SEAL BEACH

Contact: Steve Myrter

Email: smyrter@sealbeachca.gov

Mailing Address: 211 8th Street, Seal Beach, CA 90740-6379

Phone: (562)431-2527 x 1321

Work Type: Street Sweeping

Service Dates: 2004-current

CITY OF PARAMOUNT

Contact: Adriana Figueroa

Email: afigueroa@paramountcity.com

Mailing Address: 16400 Colorado Avenue, Paramount, CA 90723

Phone: (562)220-2100

Work Type: Street Sweeping

Service Dates: 2003-current

ATTACHMENT 3

SECTION C PROPOSAL SCHEDULE

PROPOSER: CleanStre

(Company Name)

All prices are to include: delivery, personnel, the cost of fuel, the cost of labor and maintenance, and all other charges related to the services provided. Prices are to reflect any additional labor and equipment that may be needed during the high-volume sweeping season in the Spring and in the Fall. Prices are to remain the same for the entire contract period. No travel time of equipment will be allowed.

COMPANY NAME <u>CleanStre</u>			
CONTRACTOR LICENSE NUMBER <u>63413</u>		FEDERAL TAX ID NUMBER <u>95-414965</u>	YEARS IN BUSINESS <u>48</u>
BILLING ADDRESS <u>1937 W 169th Street</u>		CITY <u>Gardena</u>	STATE <u>CA</u>
TELEPHONE <u>800.225.7316</u>		FAX <u>310.538.8015</u>	ZIP CODE <u>90247</u>
CONTACT PERSON <u>Rick Anderson</u>		EMAIL ADDRESS <u>randerson@cleanstreet.com</u>	
TITLE <u>Director of Business Development</u>			

PRIMARY SWEEP VEHICLE INFORMATION

YEAR <u>2019</u>	MAKE <u>Tymco CNG</u>	MODEL <u>600</u>
LICENSE <u>00003P2</u>	VEHICLE IDENTIFICATION NUMBER <u>1FVAC4DX7KHKD4988</u>	
COMPLIANCE WITH CA EMISSION STANDARDS ☒ COMPLIANT ☐ NON-COMPLIANT ☐ EXEMPT		

SECONDARY SWEEP VEHICLE INFORMATION

YEAR <u>2018</u>	MAKE <u>Tymco CNG</u>	MODEL <u>600</u>
LICENSE <u>8DYJ688</u>	VEHICLE IDENTIFICATION NUMBER <u>1FVAC4DX8JHJY7893</u>	

ATTACHMENT 3

COMPLIANCE WITH CA EMISSION STANDARDS ☒ COMPLIANT ☐ NON-COMPLIANT ☐ EXEMPT

STREET SWEEPING SERVICES - Residential Zones (refer to Resolution No. 1928)

Residential Total Monthly Cost \$ 5,867.68

STREET SWEEPING SERVICES – Commercial Zones (see map for reference)

Commercial Total Monthly Cost \$ 3,596.32

Bid Schedule Total (monthly cost) \$ 9,463.99

Bid Schedule Total (in words):

nine thousand four hundred sixty-three dollars and ninety-nine cents



ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) 2021-08 STREET SWEEPING SERVICES

To all bidders under specifications for Requests for Proposals (RFP), for the **Street Sweeping Services Proposal** which are received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 p.m. on Thursday, September 2, 2021:

The intent of this Addendum No. 1 is to address additional questions about the RFP. The following shall be acknowledged:

1. The bid opening has been changed from the original date of Thursday, September 2, 2021 to Tuesday, September 21, 2021 at 3 p.m.

2. Question:

What are the current rates?

Answer:

Current street sweeping services are rendered via the Waste Hauler contract. The current annual costs for street sweeping services is estimated at \$85,000.

3. Question:

Who is the current service provider?

Answer:

R.F Dickson

4. Question:

When does this new contract start and when does the current contract terminate?

Answer:

The current contract expires on December 31, 2021. Start date of the new contract is January 1, 2022.

5. Question:

Section C: What is the sweeping frequency for residential zones?

Answer:

The selected service provider shall abide by the City's approved street sweeping schedule per Resolution No. 1928.

6. Question:

Can the City provide a copy of Resolution No. 1928?

Answer:

Yes, Resolution No. 1928 is included as Attachment 1.

7. Question:

What is the current commercial route?

Answer:

Current commercial map is included as Attachment 2.

8. Question:

How often shall commercial zones be swept?

Answer:

All commercial zones shall be swept once a week.

9. Question:

Should pricing be based on curb miles or by monthly cost?

Answer:

Pricing shall be provided according to the monthly cost for residential and commercial zones. The revised Pricing Schedule is included as Attachment 3.

10. Question:

Are we to submit proposed Route Maps for commercial and residential zones?

Answer:

Yes. Residential route maps shall be in accordance with Resolution No. 1928 for residential zones.

11. Question:

Resolution No. 1928 has a posted area for 30 minutes, is this open to be changed?

Answer:

At the City Council's discretion, the existing schedule can be changed, however this not an anticipated change for the near future.

12. Question:

Does this require a City of Los Alamitos business license?

Answer:

Yes, the selected contractor will be required to maintain an active business license throughout the duration of the contract.

13. Question:

Section O: This section states that the contractor is responsible for water costs, can you please clarify?

Answer:

At the service provider's sole expense, the contractor is required to secure the required approval for water access with the appropriate entities. The contractor shall be responsible for all costs

associated with the access and for the continued use of water provided by the necessary agency (ies).

14. Question:

Section: it is stated that this service requires prevailing wage. Please confirm whether this is the case?

Answer:

Prevailing wage will not be required for this contract.

15. Question:

Section F: What is the maximum age of equipment?

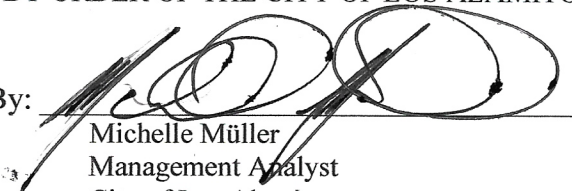
Answer:

Sweep vehicles shall be no more than five (5) years old.

Date: August 31, 2021

BY ORDER OF THE CITY OF LOS ALAMITOS

By:


Michelle Müller
Management Analyst
City of Los Alamitos

ACKNOWLEDGEMENT BY THE BIDDER:



BIDDER'S SIGNATURE

9/20/2021

DATE

Street Sweeping Schedule

AREA	SIDE OF STREET	TIMES PROHIBITED	DAYS PROHIBITED	NEIGHBORHOOD
New Dutch Haven	Both	8am to 11am	Tuesday	13
Carrier Row	Both	8am to 11am	Tuesday	12
Apartment Row	North	9am to 12pm	1 st and 3 rd Tuesday	11
Apartment Row	South	9am to 12pm	2 nd and 4 th Tuesday	11
Old Town East	North	11am to 2pm	1 st and 3 rd Tuesday	6
Old Town East	South	11am to 2pm	2 nd and 4 th Tuesday	6
Old Town West	North	11am to 2pm	1 st and 3 rd Tuesday	5
Old Town West	South	11am to 2pm	2 nd and 4 th Tuesday	5
Parkewood	Both	12:30pm to 2pm	Tuesday	10
Country Square	Both	8am to 8:30am	Friday	1
College Park North	Both	9am to 12pm	Friday	2
Greenbrook	Both	9am to 12pm	Friday	3
Highlands	Both	10am to 1pm	Friday	
Old Dutch Haven	Both	11am to 2pm	Friday	7
Suburbia	Both	11am to 2pm	Friday	8

LOCATION OF RESIDENTIAL NEIGHBORHOODS

City of Los Alamitos
OAKLAND COUNTY, CALIFORNIA

LEGEND

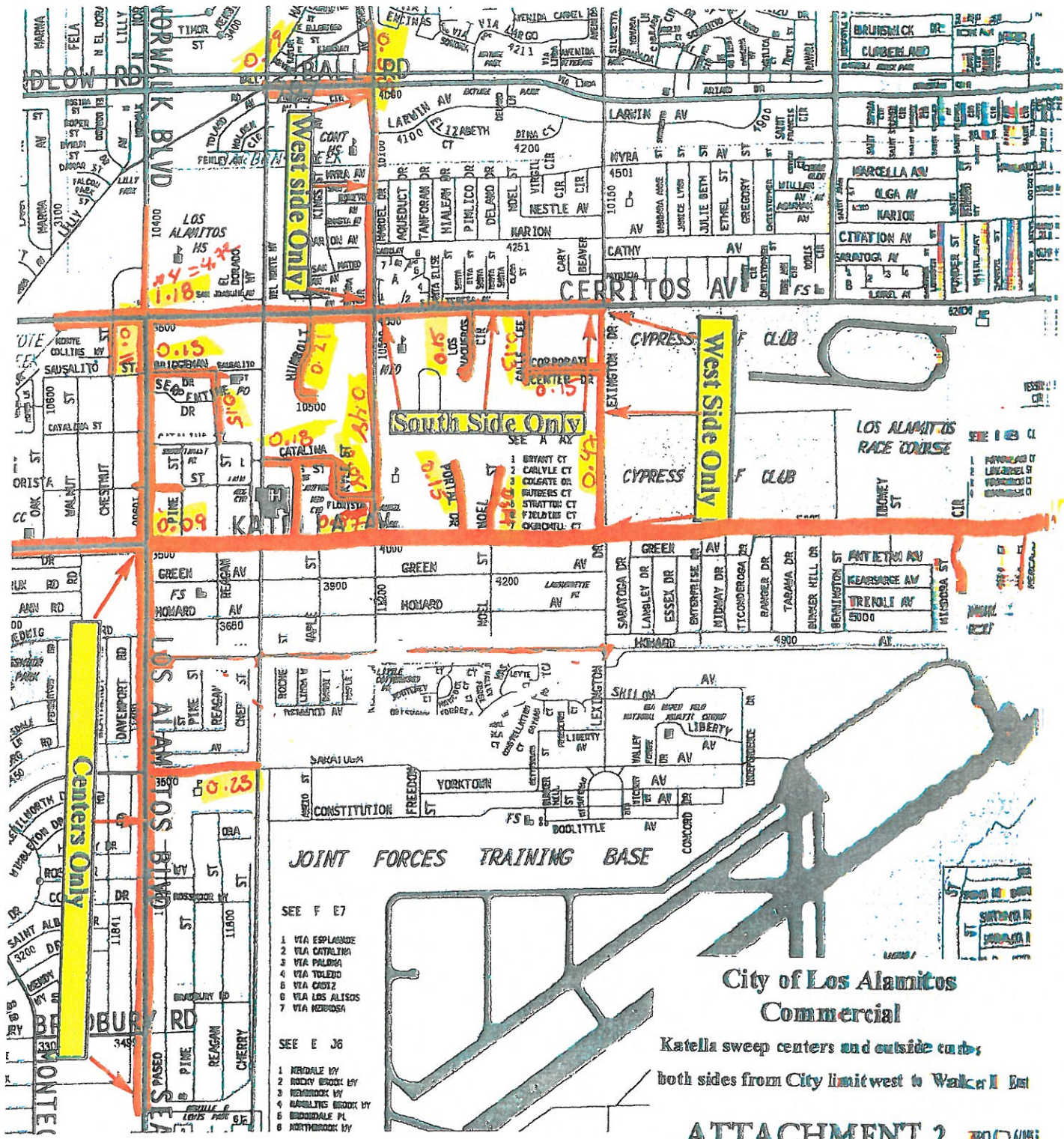
City Boundary

- 1 Overlook Square
- 2 College Park North
- 3 Greenview
- 4 Woods Lane
- 5 Elk Creek West
- 6 Elk Creek East
- 7 Elk Creek North
- 8 Sunset
- 9 Lakeside
- 10 Redwood
- 11 Arroyo Viejo
- 12 Oak Grove
- 13 New Birchwood
- 14 New Oak Park
- 15 T. Arnold "Old Fashioned"
- 16 Surquillo



1:100,000





- SEE F E7
- 1 VIA ESPERANZA
 - 2 VIA CATALINA
 - 3 VIA PALOMA
 - 4 VIA TOLEDO
 - 5 VIA CORTIZ
 - 6 VIA LOS ALAMOS
 - 7 VIA MENDOSA
- SEE E J6
- 1 KENDALE RD
 - 2 ROCKY BROOK RD
 - 3 WINDYBROOK RD
 - 4 HARBING BROOK RD
 - 5 BROADDALE PL
 - 6 NORTHBROOK RD

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 12A

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Michael S. Daudt, City Attorney

Subject: Ordinance No. 2021-04 – State Video Franchise Holders

SUMMARY

The enactment of the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) effectively replaced locally issued franchise agreements with statewide franchises issued by the California Public Utilities Commission. Proposed Ordinance 2021-04 amends and restates Chapter 5.20 of Title 5 of the Los Alamitos Municipal Code to implement the Digital Infrastructure and Video Competition Act of 2006 pertaining to State Video Franchise Holders. It replaces the Cable Television Franchise regulations, which have become obsolete, by operation of State law preemption.

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-24; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-24, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5.20 (CABLE TELEVISION FRANCHISES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PERTAINING TO STATE VIDEO FRANCHISE HOLDERS.”

BACKGROUND

In 2006, the California State Legislature adopted the Digital Infrastructure and Video Competition Act. This legislation originally was known as AB 2987 and now often is referred to by the acronym DIVCA. The new law became effective on January 1, 2007.

DIVCA provides a new mechanism for cable television and video services franchising in California. Under DIVCA, cities no longer have the authority to issue local franchises to video providers using the public right-of-way; instead, the power to issue new franchises is held solely by the California Public Utilities Commission (“PUC”).

Under DIVCA, the City is granted a 5% franchise fee in exchange for use of the public right of way and has the option of enacting a 1% Public, Educational, and Governmental (“PEG”) fee. To benefit from these fees and authority, the City must adopt an Ordinance establishing the fee. In addition, the City is charged with monitoring and enforcing minimum State and federal customer service standards, and to impose penalties for material breaches to the defined standards.

DISCUSSION

The City’s local cable franchise agreement with Frontier Communications Corporation (“Frontier”) expired on October 16, 2021. Frontier has informed the City that it has obtained a statewide franchise issued by the California Public Utilities Commission. Consequently, Chapter 5.20 of the Municipal Code pertaining to cable television franchises has become obsolete by operation of State law preemption.

DIVCA, among other things, requires all State video franchise service providers to:

- Pay the City a franchise fee of 5% of gross revenues (this is the same as was required in the prior cable television franchise agreement);
- Pay the City an additional fee to support facilities and equipment for Public, Educational, or Governmental (“PEG”) access of 1% of gross revenues, if so enacted by the local agency;
- Make available to the City, should it desire, at least three PEG access channels;
- Negotiate in good faith with incumbent cable operators to interconnect their networks for the purposes of providing PEG access channel programming;
- Comply with Federal Emergency Alert System requirements;
- Secure encroachment permits for any construction activities in the right-of-way; and,
- Comply with all minimum customer service standards established by State and federal law.

Although franchise authority over video service providers now rests with the PUC, the Act does designate certain administrative responsibilities to local governments. These responsibilities include the collection and administration of franchise and PEG fees, enforcement of customer service standards and issuance of encroachment permits. In order to impose PEG fees at any point in the future and enforce minimum customer service standards, an enabling Ordinance must be adopted, such as the Ordinance proposed herein.

Customer Service Standards

In addition to the 5% franchise fee and the 1% PEG fee, DIVCA mandates cities and counties monitor cable television and video service providers for compliance with the State and federal customer service standards, and to impose penalties for material breaches. While cities and counties are charged with enforcing the customer service standards enumerated in legislation at the State and federal level, they may not establish or enforce their own standards. The State and federal customer service standards encompass the following:

- Installation, disconnection, service and repair obligations, employee identification and service call response time and scheduling;
- Customer telephone and office hours, procedures for billing, charges, refunds, and credits
- Procedures for termination of service;
- Notice of the deletion of a programming service, the changing of channel assignments, or an increase in rates; and,
- Complaint procedures and procedures for bill dispute resolution.

The City is authorized under DIVCA to monitor compliance with State and federal customer service standards and may, by Ordinance, impose fines for material breaches. The upper limits of the fines are set by statute and the City's fines may not exceed the maximum amounts. Staff recommends the City Council approve the maximum possible penalties permitted by law:

1. For the first occurrence of a violation, a monetary penalty of \$500 shall be imposed for each day the violation remains in effect, not to exceed \$1500 for each violation.
2. For a second violation of the same nature within a 12-month period, a monetary penalty of \$1000 shall be imposed for each day the violation remains in effect, not to exceed \$3000 for each such violation.
3. For a third or further violation of the same nature within a 12-month period, a monetary penalty of \$2500 shall be imposed for each day the violation remains in effect, not to exceed \$7,500 for each such violation.

PEG Fee

DIVCA allows cities and counties to impose a fee of up to 1% of gross revenue from video services to support Public, Educational and Governmental (PEG) channel facilities and equipment. The PEG fee of 1% is in addition to the 5% franchise fee and is passed through from the franchisee to customers.

Conclusion

The adoption of the proposed Ordinance enables the City, consistent with DIVCA, to: (1) continue to impose a franchise fee of 5% of gross revenues; (2) impose a fee of 1% of gross revenues to support PEG channel facilities and equipment; and (3) enforce the State statutory schedule of penalties for customer service violations.

The proposed Ordinance also incorporates other important provisions of DIVCA into the Municipal Code, including the requirements to: collect and pay franchise fees to the City; offer at least three PEG channels; negotiate with video service providers to interconnect their networks for PEG access; and comply with Emergency Alert System requirements.

FISCAL IMPACT

Revenues for collection of Cable Franchise and PEG fees have been accounted for and are budgeted for FY2021-22.

Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved and Reviewed by: Chet Simmons, City Manager

Attachment: 1. Draft Ordinance No. 2021-04

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 5.20 (CABLE TELEVISION FRANCHISES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PERTAINING TO STATE VIDEO FRANCHISE HOLDERS.

WHEREAS, in 2006, the Digital Infrastructure and Video Competition Act was signed into law and codified at California Public Utilities Code section 5800, et seq., (“DIVCA”); and

WHEREAS, the State legislature stated the purpose of DIVCA was to increase competition in the provision of video, voice and broadband services for all Californian through the institution of a state video franchising system; and

WHEREAS, the local cable franchise agreement between the City of Los Alamitos (“City”) and Frontier Communications Corporation (“Frontier”) expired on October 16, 2021; and

WHEREAS, Frontier will continue to provide cable video service to the City under a State franchise issued by the California Public Utilities Commission pursuant to DIVCA.

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

SECTION 1. Chapter 5.20 (Cable Television Franchises) of Title 5 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 5.20 STATE VIDEO FRANCHISE HOLDERS

- 5.20.010 Purpose.
- 5.20.020 Applicable Definitions.
- 5.20.030 State Franchise Required.
- 5.20.040 Administration and Regulations.
- 5.20.050 Franchise Fee.
- 5.20.060 PEG Fee.
- 5.20.070 Payment of Fees; Examination of Business Records.
- 5.20.080 Customer Service Penalties Under State Video Franchises.
- 5.20.090 City Response to State Video Franchise Applications.
- 5.20.100 PEG Channel Capacity.
- 5.20.110 Emergency Alert System and Emergency Overrides.

5.20.010 Purpose.

A. This Chapter is designed to regulate video service providers holding state video franchises and operating within the City. As of January 1, 2007, the State of California has the sole authority to grant state video franchises pursuant to the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). Pursuant to DIVCA, the City may receive a franchise fee and may receive a fee for public, educational and governmental access facilities and equipment (defined in this Chapter as “PEG” or “PEG access channels”) from all state video franchise holders operating within the City. Additionally, although DIVCA grants all authority to adopt customer service standards to the state, the City has the responsibility to establish and enforce penalties, consistent with state law, against all state video franchise holders operating within the City for violations of such customer service standards.

B. It is the purpose of this Chapter to implement within the City the provisions of DIVCA and the rules the California Public Utilities Commission promulgated thereunder that are applicable to a “local franchising entity” or a “local entity” as defined in DIVCA. Consistent with that purpose, the provisions of this Chapter are to be construed in a manner that is consistent with DIVCA and the applicable rules of the Commission promulgated thereunder.

5.20.020 Applicable Definitions.

Terms used in this Chapter shall have the same meaning as established in (1) DIVCA, and, if not defined therein, (2) Commission rules implementing DIVCA, and, if not defined therein, (3) Subchapter V-A of Chapter 5 of Title 47 of the United States Code, and, if not defined therein, (4) their common and ordinary meaning. References to governmental entities (whether persons or entities) shall refer to those entities or their successors in authority. If a specific provision of law referred to in this Chapter should be renumbered, then the reference shall be read to refer to the renumbered provision. References to any law shall be interpreted broadly to cover government actions, however nominated, including any law now in force or subsequently enacted or amended.

5.20.030 State Franchise Required.

A. Except as the City Council may authorize by resolution, no person may construct, operate, maintain or repair a cable system or video service provider’s network in the City without first obtaining a state franchise therefor.

B. A state franchise shall not convey rights other than as specified in this Chapter or in DIVCA or other applicable law; no rights shall pass by implication.

C. Except as otherwise provided by DIVCA, a state franchise shall not include, or be a substitute for:

1. Compliance with generally applicable requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, compliance with the conditions that the City may establish before facilities may be constructed, or for providing non-video services;
2. Any permit or authorization, other than a state franchise, required in connection with operations on or in public rights-of-way or public property; and
3. Any permit, agreement or authorization for occupying any other property of the City or private persons to which access is not specifically granted by the state franchise.

D. Except as otherwise provided in DIVCA, a state franchise shall not relieve a franchisee of its duty to comply with all laws, including laws of the City, and every state franchisee shall comply with the same. The City reserves its rights to the lawful exercise of police and other powers the City now has or may later obtain.

E. The City reserves the right to construct, operate, maintain or repair its own cable system or video service provider network.

5.20.040 Administration and Regulations.

A. The City may from time to time adopt rules and regulations to implement the provisions of this Chapter consistent with DIVCA.

B. The City Manager, or his/her designee, is hereby authorized to administer this Chapter and to provide or cause to be provided any notices (including noncompliance notices) and to take any action on behalf of the City that may be required under this Chapter, DIVCA, or under applicable law.

C. The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under this Chapter or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing or its exercise by the City is not permitted by DIVCA.

D. The City may designate one or more entities, including itself, to control and manage the use of PEG access channels, and any PEG facilities and equipment owned, controlled or used by the City or the designated entity or entities.

5.20.050 Franchise Fee.

A state video franchise holder operating in the City shall pay to the City a

franchise fee that is equal to five percent (5%) of the gross revenues of that state video franchise holder. The term “gross revenues” shall be defined as set forth in Public Utilities Code Section 5860.

5.20.060 PEG Fee.

In addition to the franchise fee required pursuant to section 5.20.050, a state video franchise holder operating in the City shall pay to the City a fee that is equal to one percent (1%) of the gross revenues of that state video franchise holder which fee shall be used to support PEG channel facilities and equipment. The term “gross revenues” shall be defined as set forth in Public Utilities Code Section 5860.

5.20.070 Payment of Fees; Examination of Business Records.

A. The Franchise Fee and PEG Fee shall be remitted to the City on a quarterly basis within 45 days after the end of each quarter for that calendar year. Each payment shall be accompanied by a detailed summary explaining the basis for the calculation of the franchise fee and PEG fee.

B. If a state video franchise holder fails to pay the fees when due, or underpays the proper amounts due, the state video franchise holder shall pay a late payment charge at the annual interest rate equal to the highest prime lending rate during the period of delinquency, plus one percent (1%). If the state video franchise holder has overpaid the fees, it may deduct the overpayment from its next quarterly payment.

C. Not more than once annually, the City may examine the business records of a state video franchise holder to ensure compliance with all applicable statutes and regulations related to the computation and payment of franchise fees.

5.20.080 Customer Service Penalties Under State Video Franchises.

A. The holder of a state video franchise shall comply with California Government Code §§ 53055, 53055.1, 53055.2 and 53088.2; the FCC customer service and notice standards set forth in 47 C.F.R. §§ 76.309, 76.1602, 76.1603 and 76.1619; California Penal Code § 637.5; the privacy standards of 47 U.S.C. § 551; and all other applicable state and federal customer service and consumer protection standards pertaining to the provision of video service, including any such standards hereafter adopted. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this section shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.

B. The City shall monitor state video franchise holder’s compliance with state and federal customer service and protection standards. The City will provide to

the state video franchise holder written notice of any material breaches of applicable customer service and protection standards, and will allow the state video franchise holder 30 days from receipt of the notice to remedy the specified material breach. Material breaches not remedied within the 30-day time period are subject to the following monetary penalties to be imposed by the City in accordance with state law:

1. For the first occurrence of a violation, a monetary penalty of \$500 shall be imposed for each day the violation remains in effect, not to exceed \$1500 for each violation.
2. For a second violation of the same nature within a 12-month period, a monetary penalty of \$1000 shall be imposed for each day the violation remains in effect, not to exceed \$3000 for each such violation.
3. For a third or further violation of the same nature within a 12-month period, a monetary penalty of \$2500 shall be imposed for each day the violation remains in effect, not to exceed \$7,500 for each such violation.
4. A state video franchise holder may appeal to the City Council, or a hearing officer as the City Council may appoint, a monetary penalty assessed by the City within 60 days after notice of the assessment. After relevant evidence and testimony as may be received, and staff reports as may be submitted, the City Council may uphold, vacate, or modify the monetary penalty consistent with the evidence presented. The decision of the City Council, or hearing officer, on the imposition of a monetary penalty shall be final.

5.20.090 City Response to State Video Franchise Applications.

A. Applicants for state video franchises within the boundaries of the City must concurrently provide to the City complete copies of any application or amendments to applications filed with the California Public Utilities Commission. One complete copy must be provided to the City Clerk.

B. The City may provide any appropriate comments to the California Public Utilities Commission regarding an application or an amendment to an application for a state video franchise.

5.20.100 PEG Channel Capacity.

A. A state video franchise holder shall designate sufficient capacity on its network to enable the carriage of at least three PEG access channels. PEG access channels shall be for the exclusive use of the City or its designees to

provide public, educational, or governmental programming.

B. A state video franchise holder shall provide additional PEG channels when the standards set forth in Public Utilities Code Section 5870 are satisfied by the City or any entity designated by the City to be responsible for PEG access.

5.20.110 Emergency Alert System and Emergency Overrides.

A state video franchise holder must comply with the Emergency Alert System requirements of the Federal Communications Commission so that emergency messages may be distributed over its network.

SECTION 2. 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 4. 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 13th day of December 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 Ordinance No. 2021-04 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of November, 2021 and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the City Council on the 13th day of December, 2021, 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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 12B

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Ordinance No. 2021-06 – Amended and Restated Chapter 8.12 (Integrated Waste Management) of the Los Alamitos Municipal Code to Implement State Organics Recycling Mandates

SUMMARY

Senate Bill 1383 (SB 1383) was signed into law on September 19, 2016 and established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. As it pertains to solid waste, SB 1383 seeks to reduce the amount of organic waste in landfills as methane is a byproduct of the decomposition of organic material. SB 1383 places a variety of mandates on local jurisdictions including the provision of organics and recycling collection programs to all properties within Los Alamitos and updating the Los Alamitos Municipal Code to require that each property subscribe to and fully participate in these programs.

Staff took this opportunity to review and update the entire Integrated Waste Management Chapter of the Los Alamitos Code, which was first enacted in 1996 and most recently amended in 2008.

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-06; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-06, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8.12 (INTEGRATED WASTE MANAGEMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE LOS ALAMITOS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS."

BACKGROUND AND DISCUSSION

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016, to require reduction of organic waste disposal by 50% by January 2020 and by 75% by 2025. Additionally, SB 1383 requires an increase of 20% in edible food recovery by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. Such an ordinance must establish mandatory recycling programs for all businesses, residents and multi-family residences to capture food scraps, landscaping waste, and other organic waste materials in order to divert them from the landfills and meet the reduction targets. Moreover, jurisdictions are required to enforce diversion requirements and ensure compliance with such programs, including with the establishment and issuance of fines.

SB 1383 continues the recycling mandates imposed in Assembly Bill 1826 (AB 1826), which previously went into effect on April 1, 2016. AB 1826 required any business generating two (2) or more cubic yards of solid organic waste per week, and multi-family properties with five or more units, to recycle their organic waste (under AB 1826, multi-family properties are only required to recycle landscape debris). Additionally, AB 1826 required the City to implement an organic waste recycling program that included identifying non-compliant businesses that are required to recycle organic waste and notifying the businesses of these requirements. AB 1826 has resulted in a successful commercial organic waste program in Los Alamitos.

The California Department of Resources Recycling and Recovery (CalRecycle) is the State agency responsible for oversight and administration of the State's waste and recycling programs. CalRecycle has prescribed regulations to achieve the State's organic waste disposal goals by 2025, and a model ordinance that is compliant with these regulations has been developed. The City's amended and restated Chapter 8.12 includes the required model ordinance regulations relating to SB 1383 and organic waste recycling and disposal.

Summary of Senate Bill 1383 and CalRecycle Regulations

SB 1383 provided CalRecycle with broad authority to develop and implement regulations to achieve the diversion goals for organics materials. As a result, the City will have to implement the following practices to be considered compliant:

- Provide organic waste recycling services to all residents and businesses;
- Inspect and enforce compliance with SB 1383 regulations by adopting an enforcement ordinance (Attachment 1);
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties including generators, haulers, facilities, and edible food recovery organizations;

- Procure recycled organic waste products like compost, mulch, and renewable natural gas;
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements; and
- Impose fines for non-compliance, effective January 2024.

Administrative Fines and Compliance

On January 1, 2022, CalRecycle's regulations will become enforceable, and will require each jurisdiction to adopt a mandatory recycling ordinance. SB 1383 allows cities to take an educational and non-punitive approach to enforcement for the first two years of the ordinance being in effect (2022 and 2023). Taking an educational approach will allow the City and its franchise waste hauler and to work with City residents and businesses to inform and assist them of the organics recycling requirements. Effective no later than January 2024, the City will be required to issue administrative fines to residents and businesses that are non-compliant. SB 1383 requires the penalties to be \$50 to \$100 for the first violation, \$100 to \$200 for a second violation, and \$250 to \$500 for a third or subsequent violation within a one-year period. Staff is recommending the minimum fines of \$50, \$100 and \$250, which require modifications to the City's administrative citation schedule. Adjustments in the future could be made if sufficient compliance is not achieved and a higher fine is warranted at that time.

Non-Compliance

While the City fully expects to gain voluntary compliance from residents and businesses, SB 1383 regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections;
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Imposing administrative penalties against the City of up to \$10,000 per day.

The City is in a strong position to meet the requirements set forth in SB 1383. With the adoption of the proposed ordinance, the City will be one step closer to becoming compliant with SB 1383 and all CalRecycle regulations.

Ordinance Adoption

SB 1383 requires the City to adopt an enforceable ordinance to compel businesses and residents to recycle their organic waste and to comply with other requirements of the regulations. To meet this requirement, the municipal code must be updated. The attached ordinance (Attachment 1) includes the required provisions.

FISCAL IMPACT

There is no direct fiscal impact as a result of this item. However, implementation and enforcement of the ordinance would be the responsibility of City staff.

Submitted by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Reviewed by: Chet Simmons, City Manager

Attachment: 1. Draft Ordinance No. 2021-06

ORDINANCE NO. 2021-06**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8.12 (INTEGRATED WASTE MANAGEMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE LOS ALAMITOS MUNICIPAL CODE, IMPLEMENTING SB 1383 ORGANIC RECYCLING REGULATIONS.**

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), requires cities to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code), places requirements on businesses and multi-family residential property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code), requires businesses and multi-family residential property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of Statewide organic waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce regulations to implement relevant provisions of SB

1383 regulations. This Ordinance is adopted in compliance with the foregoing laws and regulations.

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

SECTION 1. Chapter 8.12 (Integrated Waste Management) of Title 8 (Health and Safety) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as provided in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. 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 4. 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 13th day of December 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 Ordinance No. 2021-06 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of November, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 13th day of December, 2021, 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

CITY OF LOS ALAMITOS MUNICIPAL CODE

CHAPTER 8.12 INTEGRATED WASTE MANAGEMENT 4

 ARTICLE I GENERAL PROVISIONS 4

 8.12.010 Declaration of purpose..... 4

 8.12.020 Severability. 5

 8.12.030 Definitions. 5

 8.12.040 Authorization to issue franchises and permits for solid waste handling services.. 14

 8.12.050 Collection by persons other than City-authorized solid waste collectors..... 14

 8.12.060 Organic Waste Self-hauler requirements..... 16

 8.12.070 Rates. 16

 8.12.080 Solid waste fees – General. 17

 8.12.090. Refundable performance deposit..... 17

 8.12.100 Collection arrangements required; unauthorized accumulation prohibited and
declared a public nuisance. 17

 8.12.110 Enforcement authority, impounding of solid waste containers; civil remedies..... 17

 8.12.120 Franchise agreement; relation to Code..... 18

 8.12.130 Compliance with CALGreen Recycling Requirements. 18

 8.12.140 Compliance with Landscape Water Efficiency Ordinance Requirements. 19

 8.12.150 Violation – Enforcement. 20

 ARTICLE II SOLID WASTE PERMITS 22

 8.12.200 Permit required prior to container delivery..... 22

 8.12.210 Solid waste permit application and issuance process. 22

 8.12.220 Solid waste permit application review process. 23

 8.12.230 Solid waste permit term. 23

 8.12.240 Suspension, revocation, renewal and transfer of permit. 23

8.12.250 Operations under solid waste permit.....	25
8.12.260 Solid waste permit fees.	25
8.12.270 Permittee diversion requirements.	26
8.12.280 Insurance.	26
8.12.290 Solid waste report content and submission.....	27
8.12.300 Audit of permittee's books and records.....	27
8.12.310 Solid waste permittee indemnification.....	28
ARTICLE III SOLID WASTE COLLECTION	28
8.12.400 Office for inquiries and complaints.....	28
8.12.410 Frequency of solid waste collection.....	29
8.12.420 Recyclable solid waste collection.....	29
8.12.430 Collection hours.	30
8.12.440 Holiday schedule.	30
8.12.450 Placement of solid waste containers for collection.....	30
8.12.460 Solid waste container storage enclosures.	30
8.12.470 Organic Waste Waivers.....	31
8.12.480 Requirements for Single-family Organic Waste Generators.....	32
8.12.490 Requirements for Commercial Businesses	32
8.12.500 Solid waste containers – General	35
8.12.510 Solid waste collectors' containers.	35
8.12.520 Encroachment permit for solid waste container placement in public right-of way.	35
8.12.530 Noise.	36
8.12.540 Litter.....	36
8.12.550 Trespass.	36
8.12.560 Scavenging.....	37

8.12.570 Transportation and transfer of solid waste on City streets.....	37
8.12.580 Organic Waste Haulers.....	37
8.12.590 Organic Waste Facility operators	38
8.12.600 Prohibited disposal methods.....	38
8.12.610 Hazardous solid waste.....	38
8.12.620 Hazardous waste inspection and reporting.	39
8.12.630 Universal waste disposal.....	39
8.12.640 Unlawfully placed solid waste containers.	39
8.12.650 Employees of solid waste collectors.....	40
8.12.660 Solid waste collectors' vehicles.	41
8.12.670 Organic Waste Commercial Edible Food Generators.	41
8.12.680 Food recovery organizations and services; regional agencies.	42
8.12.690 Inspection and investigation.	44

CHAPTER 8.12 INTEGRATED WASTE MANAGEMENT

ARTICLE I GENERAL PROVISIONS

8.12.010 Declaration of purpose.

- A. The purpose of this Chapter is to regulate solid waste handling in order to protect the public health, safety and welfare and to meet the City's obligations under the California Integrated Waste Management Act 1989 (Public Resources Code Sections 40,000 et seq. as amended from time to time) (Hereinafter "AB 939").
- B. The City is obligated by AB 939 to implement plans for solid waste source reduction, reuse, and recycling (including composting) to meet specified achievement milestones.
- C. State recycling law, Assembly Bill 341 of 2011 requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- D. State organics recycling law, Assembly Bill 1826 of 2014 requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- F. SB 1383 further requires the City to adopt and enforce an ordinance to implement relevant provisions of SB 1383 Regulations. This Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- G. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources

Code Section 40059, aspects of solid waste handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether solid waste services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license or permit.

8.12.020 Severability.

If any Section, sentence, clause, or phrase of this Chapter is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The City Council declares that it would have passed this Chapter and each Section, subsection, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have passed and adopted the same even though any parts, sections, subsections, sentences, clauses or phrases that may be held invalid had been omitted therefrom.

8.12.030 Definitions.

For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as provided for below. Certain definitions shall have the same meaning as established in AB 939, the California Integrated Waste Management Act of 1989, as amended from time to time, and the regulations of the California Department of Resources Recycling and Recovery (CalRecycle) codified at Title 14 of the California Code of Regulations, Division 7 (commencing with Section 17000), as amended from time to time, which definitions shall take precedence to be consistent with State law and regulations.

“AB 939” means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code Section 40000 et seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery, or its successor.

“Applicant” means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, remodeling or demolition project within the City.

“Blue Container” means a container where either: (a) the lid of the container is blue in color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue Containers shall be used for the purpose of storage and collection of Source Separated Recyclable Materials, which includes non-putrescible and non-hazardous recyclable wastes such as cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

“C&D” means construction and demolition.

“City” shall mean the City of Los Alamitos.

“C&D debris” or “construction and demolition debris” shall mean used or discarded materials removed from premises during construction, renovation, remodeling, repair, or demolition operations on any pavement, residential building, commercial or industrial building, or other structure and shall include, but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil and metal.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling. A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined below. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

- A. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - 1. Supermarket.
 - 2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - 3. Food Service Provider.
 - 4. Food Distributor.
 - 5. Wholesale Food Vendor.
- B. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - 1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - 2. Hotel with an on-site Food Facility and 200 or more rooms.
 - 3. Health facility with an on-site Food Facility and 100 or more beds.
 - 4. Large Venue.
 - 5. Large Event.
 - 6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - 7. A Local Education Agency facility with an on-site Food Facility.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

“Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Construction, remodeling or demolition project” means the erection or demolition of or the making of changes to any building, structure or landscaping which generates C&D debris.

“Contractor” means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to buildings or accessory structures in the City.

“Diversion requirement” means the percentage of C&D debris for each project that must be diverted from landfills.

“Divert” means to use material for any purpose other than disposal in a landfill or transformation facility.

“Edible Food” means food intended for human consumption. For the purposes of this Chapter, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or

other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

“Food Waste” means all of the following:

1. Food Scraps, including all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps; and
2. Food-Soiled Paper, including compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons; and
3. Compostable Plastics, including plastic materials that meet the ASTM D6400 standard for compostability.

“Franchise” means the right or privilege conferred by the City on one or more private entities for the collection, transportation or other handling of solid waste.

“Franchisee” means a solid waste enterprise having a solid waste franchise agreement with the City.

“Gray Container” means a container where either: (a) the lid of the container is gray or black in color, or (b) the body of the container is entirely gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a gray container may be any color. Gray Containers shall be used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b).

“Green Container” means a container where either: (a) the lid of the container is green in color, or (b) the body of the container is green in color and the lid is green, gray or black in color. Hardware such as hinges and wheels on a green container may be any color. Green Containers shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste, which includes Green Waste and Organic Waste.

“Green Waste” means vegetative cuttings, shrubs, stumps, brush, tree trimmings, grasses, and related materials that have been separated from other solid waste. Green waste does not include stumps or branches with a diameter exceeding 18 inches or a length exceeding four feet.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that

is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

“Gross receipts” means any and all revenue receipts, or compensation in any form received for the collection, transportation, disposal and/or processing of solid waste generated and/or collected in the City, including, but not limited to, customer charges for collection of Solid Waste, without subtracting permit fees, AB 939 fees, or other fees or any other cost of doing business. Sales revenue from the sale of recyclable materials is excluded from gross receipts for purposes of calculating fees due the City.

“Hazardous waste” means any substance, waste or mixture of wastes defined as "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., and all future amendments to either of them, or as defined by the California Department of Resources Recycling and Recovery, and all substances defined as hazardous waste, acutely hazardous waste, or extremely Hazardous Waste by the State in Health and Safety Code § 25110.02, § 25115, and § 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA). Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "hazardous waste" shall be construed to have the broader, more encompassing definition.

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste Organic Content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5).

“Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under

common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

“Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility.

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges. Organic Waste does not include paper that is coated in a plastic material that will not breakdown in the composting process.

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

“Permittee” shall mean a person to whom the City has issued a solid waste permit under Article 2 of this Chapter.

“Person” shall mean any solid waste enterprise, individual, partnership, joint venture, firm, corporation, nonprofit corporation, association, organization, unincorporated private or public organization, or any other combination or entity.

“Premises” means any building, dwelling, or site in any zone within the City from which any activity is conducted, including, without limitation, residential, service, nonprofit, governmental, institutional, educational, industrial, commercial or agricultural uses.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

“Prohibited Container Contaminants” means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container

Organic Waste for the Green Container; (c) discarded materials placed in the Gray Container that are not identified as acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in the Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.

“Project” means any activity that requires an application for a building or demolition permit or any similar permit from the City.

“Recovery” or “Organic Waste Recovery” means any activity or process described in 14 CCR Section 18983.1(b).

“Recyclable solid waste” shall mean all solid waste which can be recycled and which is separated from other solid waste for the purpose of being recycled such as, but not limited to, aluminum, cardboard, glass, grass, and yard cuttings, metal, newspaper, paper, and plastic.

“Recycle” or “Recycling” shall mean the process of collecting, transferring, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Remodel” means any change, addition, or modification to an existing structure.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption.

“Reuse” means further or repeated use of C&D debris or other types of solid waste.

“Roll-off box” means a container used for solid waste collection, usually 10 to 50 cubic yards in size, which is removed from the premises and transported to a recycling or disposal site for solid waste removal. Roll-off boxes are typically used for C&D debris, other temporary solid waste collection needs, and for large solid waste generators.

“Salvage” means the controlled removal of C&D debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

“Scavenging” means the unauthorized removal of solid waste from containers or bins of City franchisee or permittees. Scavenging is prohibited by this Chapter. In addition, the scavenging of paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or other recyclable materials from containers or bins for such materials is prohibited by Public Resources Code Section 41950.

“Self-Hauler” means a person who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste. “*Back-haul*” means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment.

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid waste container” shall mean any bin, roll-off box, cart, receptacle, or other container used to hold solid waste for collection and disposal or processing.

“Solid Waste Coordinator” shall mean the solid waste coordinator of the City or such other designee of the City Manager charged with coordinating, monitoring, controlling, or regulating municipal solid waste within the City.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
4. Abandoned vehicles or parts thereof.

“Solid waste collectors” means any individual, joint venture, partnership, unincorporated private organization, or private corporation permitted or franchised by the City to perform solid waste collection services within the City.

“Solid waste handling services” shall mean the transportation, storage, transfer, processing, disposal or collection (whether from the curbside, bins, roll-off box or any other type of solid waste container or location) of solid waste for residential, commercial, institutional, industrial or any other originators, users or customers.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include

separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

"Temporary collection container" means a bin or roll-off box, or other similar type of container used for the temporary collection of solid waste. Such a container does not include the franchisee's containers placed for scheduled, regular collection service.

"Temporary collection service" means collection of occasional, non-continuing accumulations of solid waste which is not generated from on-going activities or operations, but which is either:

1. Solid waste resulting from construction, remodeling, repair, demolition, site preparation, or grading; or
2. Other temporary solid waste collection where a container is provided for no more than 30 consecutive days, or no more than 60 days in any 90-day period.

"Universal waste" are any of the hazardous wastes that are listed in section 66261.9 of Article 1, Chapter 11, Division 4.5 of Title 22 of the California Code of Regulations (22 CCR Section 66261.9), which includes electronic devices, batteries, electric lamps, fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and lamps that contain added mercury, mercury-containing equipment, CRT, CRT glass, and non-empty aerosol cans.

"Waste reduction and recycling plan" means a completed form submitted by an applicant for any covered project approved by the City for the purpose of compliance with this Chapter. The first portion of the form is submitted when applying for a permit, and the second portion when the project is completed.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

8.12.040 Authorization to issue franchises and permits for solid waste handling services.

- A. The City may provide for the collection, transportation, and disposal of solid waste by franchise and/or permit. The City Council may award one or more franchises for collection of solid waste from all or a portion of residential, commercial, industrial and City properties in the City. City may issue permits to provide solid waste handling services not exclusively covered by the City's solid waste franchise agreement. City-authorized franchisee(s) and permittees shall be collectively referred to as the City's solid waste collectors. The City Council may suspend and/or revoke a solid waste permit described herein in accordance with the provisions of this Chapter.
- B. Each solid waste collector providing services within the City shall obtain and maintain all appropriate licenses and all forms of authorization, permit, franchise, or contract as may be required by the City Council. Each solid waste collector shall comply with all applicable federal, state, and local laws, regulations, and requirements governing solid waste.
- C. No person shall construct or operate a solid waste management enterprise or facility including, but not limited to, a material recovery facility, landfill, composting facility, or buy-back recycling center, or collect any form of solid waste in the City, without first satisfying all applicable City requirements for land use approval, franchises, permits, and any other approvals required under any local, state or federal law.

8.12.050 Collection by persons other than City-authorized solid waste collectors.

- A. Except for franchisee(s) and permittees, and except for Self-Haulers and persons described in Subsections (b) - (i) below, it is unlawful for any person to engage in solid waste handling services within the City, and all persons currently engaging in solid waste handling services within the City shall cease such operations immediately upon receiving written notice from the City.
- B. **Actual solid waste generators.** The actual producers of solid waste and the owners of property upon which solid waste has accumulated may personally engage in solid waste handling services, but only as to the solid waste which they have actually produced or which has accumulated on their own property, and provided that they comply with the provisions of this Chapter and with any other governing laws. Except in accordance with Subsections (c) and (d), actual producers and property owners shall not allow any other person, except the City's solid waste collectors, to perform solid waste handling services for the solid waste which they have produced, which has accumulated on their property, or which they otherwise own or control.
- C. **Construction contractors.** The actual producers of C&D debris and the owners of property upon which C&D debris has accumulated may engage the contractor who produced all or a part of said C&D debris to perform solid waste handling services for all or part of the C&D debris generated during the construction project; provided, that all such contractors comply with the provisions of this Chapter and with any other governing laws. Said actual producers and property owners shall not allow any other person, except for the City's solid waste collectors or the contractor described in this

subsection, to perform solid waste handling services for the C&D debris which they have produced, which has accumulated on their property, or which they otherwise own or control.

- D. **Gardeners and landscapers.** Subject to Section 8.12.060, Gardeners or landscapers may transport green waste or solid waste generated by their work, only if transported by their own employees in the gardener or landscaper's own vehicles to permitted facilities, without obtaining a solid waste collection permit.
- E. **Cleanup services.** Subject to Section 8.12.060, any person whose primary business is the cleanup of solid waste on the property of another and who, incidental to such business:
 - 1. Hauls only the solid waste which he cleans up and no other solid waste;
 - 2. Performs cleanup services such as removing junk from businesses, garages, and residential properties, but does not remove solid waste from C&D sites;
 - 3. Uses his own vehicle to haul the solid waste which he cleans up;
 - 4. Does not use a bin, roll-off box or other container, whether or not such bin, roll-off box, or container is left at the cleanup site, to accomplish the cleanup, collection, or transportation of the solid waste, may transport solid waste in accordance with this subsection without a permit or franchise; and
 - 5. Does not use a commercial solid waste vehicle such as a front loader, side loader, rear loader, end-dump truck or roll-off truck.
- F. **Compactor lessors.** Persons may lease stationary compactors, which are solid waste containers approximately ten to 50 cubic yards in capacity with a trash compaction mechanism attached that pushes and compresses waste into the container, and that must be removed from the collection site for disposal, or compaction units that attach to smaller collection bins that are typically one to eight cubic yards, without obtaining a permit.
- G. **Non-profit charities.** Non-profit charities registered with the attorney general of the State periodically accepting donations of recyclables may transport the recyclables, provided that the charity transport the recyclables to a recycling facility and that charity volunteers and employees comply with the provisions of this Chapter and with any other governing laws.
- H. **Transport only.** Any person may haul solid waste generated and collected in other jurisdictions over City streets provided they comply with the provisions of this Chapter and with any other governing laws, and provided further that they do not engage in any solid waste handling services within the City.
- I. **Document destruction companies.** Companies whose primary purpose is the destruction of documents/records that, incidental to this purpose, collect paper and deliver such paper, after shredding/destruction, to a recycling facility, are not required to obtain a solid waste and recycling permit to transfer and recycle this material.
- J. **Emergencies.** In the event of an emergency, including, but not limited to, the breakdown of equipment or other unforeseen or unpreventable circumstances, or

where in the judgment of the City the particular situation justifies such action, the City may issue limited or temporary contracts to any person to perform solid waste handling services, subject to reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided that such fees and charges received from or paid to any person under this subsection for any period exceeding 15 days in duration shall be approved by the City Council.

- K. The City Council may, at its election, waive any permit, license, franchise or other fee for selected categories of permittees or franchisees.

8.12.060 Organic Waste Self-hauler requirements.

Self-Haulers that collect and transport materials pursuant to Section 8.12.050 shall:

- A. Source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the City. The records shall include the following information:
 - 1. Delivery receipts and weight tickets from the entity accepting the waste.
 - 2. The amount of material in cubic yards or tons transported by the generator to each entity.
 - 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

8.12.070 Rates.

Rates charged by franchisee(s) shall be as set forth in the schedule of rates and charges approved by the City. Permittees may set their own rates.

8.12.080 Solid waste fees – General.

In accordance with Division 30, Part 1, Chapter 1 of the Public Resources Code, Sections 40000 et seq., and other applicable laws, the City may levy fees within the City for solid waste purposes, including but not limited to, implementation of an integrated waste reduction and recycling plan; inspection, auditing, review and planning for solid waste or household hazardous waste collection, transfer and disposal; planning related to responses to solid or hazardous waste releases and spills; and franchise fees as permitted by law. Such fees may include, but are not limited to, fees for the costs of preparing and implementing source reduction and recycling elements, household hazardous waste elements, non-disposal facility elements and integrated waste reduction and recycling plans, and fees for the use and maintenance of public streets, highways, public rights-of-way, and other public property.

8.12.090 Refundable performance deposit.

City may implement bonds and security deposit requirements for franchisee(s) and/or permittees.

8.12.100 Collection arrangements required; unauthorized accumulation prohibited and declared a public nuisance.

- A. In order to protect the public health, safety, and welfare and to prevent the spread of vectors, the owner, occupant, or other person responsible for any property or premises in the City shall arrange with a solid waste collector for the collection of solid waste, as set forth in this Chapter.
- B. It is unlawful for the person having control or possession of a property or premises in the City to fail or neglect to provide for the removal of solid waste. Each day's violation of this Section shall be treated and considered as a separate and distinct offense.
- C. Any unauthorized accumulation of solid waste on any property or premises is hereby declared a public nuisance and is hereby prohibited.

8.12.110 Enforcement authority, impounding of solid waste containers; civil remedies.

- A. **Authority.** The City Manager and/or his or her designee shall have the authority to enforce the provisions of this Chapter. This authority shall be in addition to the authority granted to police officers and Code Enforcement Officers pursuant to the Code.
- B. **Impounding of containers.** If a solid waste container is not properly identified as belonging to a City-approved solid waste collector, or if the terms of the permit, the franchise agreement, or of this Chapter are not complied with, then the solid waste container shall be subject to removal and impound by order of the City Manager or the City Manager's designee pursuant to Section 8.12.640.

- C. **Civil remedies.** Nothing in this Chapter shall be deemed to limit the right of a City franchisee or the City to bring a civil action against any person who violates this Chapter, nor shall a conviction for such violation exempt any person from a civil action brought by a City franchisee or the City.

8.12.120 Franchise agreement; relation to Code.

The franchise agreement will govern requirements placed on the franchisee(s) for services covered under the franchise. Where the franchise agreement is silent, the requirements applicable to permittees and other applicable requirements of this Chapter will apply, including insurance, liability and bonding requirements, diversion requirements, and general collection issues. To provide services not covered under the franchise, the franchisee must obtain a permit and meet all requirements of this Chapter.

8.12.130 Compliance with CALGreen Recycling Requirements.

- A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen and incorporated as part of the City's Building Code pursuant to Section 15.04.010 of this Code, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply. Project applicants shall refer to the City's Building Code for complete CALGreen requirements.
- B. For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:
1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent

with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen, as amended, provided that amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with the City's C&D regulations, Chapter 8.13 of this Code, and all written and published policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.12.140 Compliance with Landscape Water Efficiency Ordinance Requirements.

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Chapter 13.05 of this Code (incorporating 23 CCR Sections 492.6(a)(3)(B) (C), (D), and (G)), including sections related to the use of Compost and mulch as delineated in this Section.
- B. Property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) above shall:
 1. Comply with Sections 2.5(H)(2)(b), (c), (d), and (g) of the Landscape Water Efficiency Guidelines established pursuant to Chapter 13.05 of this Code, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

- b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - 2. The landscape water efficiency compliance items listed in this Section are not an inclusive list of the Chapter 13.05 requirements; therefore, property owners or their building or landscape designers that meet the threshold for landscape water efficiency compliance outlined in subdivision (a) shall consult Chapter 13.05 and the full Landscape Water Efficiency Guidelines for all requirements.
- C. If, after the adoption of the ordinance enacting this Section, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) in a manner that requires the City to incorporate the requirements of an updated Model Water Efficiency Landscape Ordinance in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.12.150 Violation – Enforcement.

- A. Except as otherwise provided in this Chapter, violations of this Chapter are punishable as infractions as set forth in Chapters 1.20 and/or 1.24 of this Code, and the applicable requirements of 14 CCR section 18997.2. Notwithstanding the penalty amounts in Chapter 1.20, any person convicted of an offense under the provisions of this Chapter shall be subject to punishment for a first conviction by a fine of not more than \$50.00, for a second conviction within a period of one year by a fine of not more than \$100.00, and for a third or any subsequent conviction within a period of one year by a fine of not more than \$250.00.
- B. Except for violations of contamination of collection container contents with prohibited container contaminants, which will be addressed through non-collection of containers and noticing by the collection contractor, and violations subject to immediate

administrative citation, City shall issue a notice to abate violations in accordance with Chapter 1.24 of this Code requiring compliance within a maximum of 60 days of issuance of the notice. The City may extend the compliance deadlines set forth in a notice to abate violations if it finds that there are extenuating circumstances beyond the control of the non-compliant party that make compliance within the deadlines impracticable, as described in 14 CCR Section 18995.4 including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,
 2. Delays in obtaining discretionary permits or other government agency approvals; or,
 3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- C. City will conduct inspections, route reviews or waste evaluations and compliance reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if City determines that an owner, responsible party, generator, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service or other entity is not in compliance, it may provide educational materials to the entity describing its obligations under this Chapter during calendar year 2022 and 2023 with a notice that compliance is required, rather than issuance a notice of violation and assessment of penalties, except that the City may assess criminal and administrative civil penalties in the event that the City prosecutor determines that prosecution is warranted to deter egregious conduct. Commencing January 1, 2024, violations shall be subject to penalties.
- D. In addition, in the event any violation of this Chapter constitutes an imminent danger to public health, safety or the environment, the City Manager or any agent or person designated by the City Manager, may enter upon the premises from which the violation emanates, abate the violation and danger created to the public safety or the environment, and restore any premises affected by the alleged violation, without notice to or consent from the owner or occupant of the premises. An imminent danger shall include, but is not limited to, circumstances created by a disposal of solid or hazardous waste where such disposal creates a significant and immediate threat to the public health or safety, or the environment.
- E. Violations of this Chapter are deemed public nuisances, which may be abated by administrative, civil, or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the City because of any violation of this Chapter, which constitutes a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject premises from which the nuisance emanated, and a personal obligation against the owner. The owner of record of the premises subject to any lien shall receive notice of the lien prior to recording. The City Attorney is authorized to collect nuisance abatement costs or enforce a nuisance lien in an action brought for money judgment, or by delivery to the county assessor of a special assessment against the premises.

- F. The City may utilize any and all other remedies as otherwise provided by Chapter 1.20, Chapter 1.24 of this Code and California law to enforce the provisions of this Chapter.

ARTICLE II SOLID WASTE PERMITS

8.12.200 Permit required prior to container delivery.

No person may deliver a roll-off box, bin, or other solid waste container within the City, or collect solid waste from a customer within the City, prior to City approval and issuance of that person's solid waste collection permit, unless otherwise exempted under this Chapter. Green waste and recyclables are included in the definition of solid waste and collectors of such materials, not otherwise exempted per this Chapter, must obtain permits.

8.12.210 Solid waste permit application and issuance process.

- A. A permit shall become effective when an application has been approved by the City, and upon the applicant's satisfying all of the requirements and conditions set forth in both this Article and the permit.
- B. Prior to performing any services provided under the permit, the permittee must provide to the City a completed solid waste and recyclables collection permit application, along with all information and documentation requested within the application and receive City's approval.
- C. Permit applicants may obtain an application from the City Clerk. Applications for such permits shall include, but not be limited to, the following information and documentation:
 - 1. Name and title of the applicant.
 - 2. Business address and telephone number of the applicant.
 - 3. Address where all vehicles and operating equipment used within the City will be stored.
 - 4. For waste disposal or other waste-related services provided by applicant during the five-year period preceding the date of the application, a complete listing and explanation of any criminal convictions against the applicant and key employees of the applicant's local operating division that would provide service in the City.
 - 5. A list of all affiliated companies whose names might appear on collection vehicles to be used within the City.
 - 6. Verification of insurance required under Section 8.12.280.
 - 7. Any other relevant information or documentation deemed necessary by the City Manager or City Manager's designee.

8.12.220 Solid waste permit application review process.

- A. In determining whether to approve a permit, the City shall take into consideration all components of the completed application, including but not limited to:
 - 1. The ability of the applicant to meet all terms listed in the permit application and this Code;
 - 2. Applicant's past compliance with this Code and permit requirements;
 - 3. Any history of civil or criminal convictions, accidents or safety violations that make the award of a permit detrimental to the public's health, safety and welfare; and
 - 4. The completeness, accuracy, and validity of the application.
- B. The City shall also have the authority to verify independently all statements made and implied in the application. The City may also request clarification from the applicant of any or all elements of the submitted application.
- C. After review of the permit application, the City may deny the issuance of a solid waste and recyclables collection permit based on information disclosed in the permit application. Denial of a permit may be based on an incomplete application, failure to demonstrate qualifications or financial responsibility necessary to comply with the requirements of this Chapter, failure to supply required reports, failure to accurately report the origin of waste collected to the City or the disposal site, failure to pay fees to the City in a timely manner, or previous violations of any provision of this Chapter. Upon denial, the City shall provide the applicant written notification of the reasons therefore and shall include the effective date of such denial.

8.12.230 Solid waste permit term.

The solid waste permit shall be valid for 12 months, with up to an additional 12-month extension permitted at the City's option. A permit may be revoked for noncompliance with any requirement under this Chapter. The City may, upon 90-day advance written notice to the permittee prior to permit expiration, exercise the extension option. If such extension notice is provided by City, the permit will automatically renew monthly, up to a maximum of 24 months unless City gives permittee a 30-day written notice of termination.

8.12.240 Suspension, revocation, renewal and transfer of permit.

- A. **Summary suspension of permit.** It shall be unlawful for a permittee to collect solid waste in the City during such time as the permit of the said permittee is suspended. The City shall have authority to summarily suspend a permit issued pursuant to this Article whenever the permittee fails to comply with the terms and conditions of the permit or violates any provision of this Chapter or other City ordinance. The City shall notify the permittee in writing of such summary suspension, which notice shall also advise the permittee of the time and place of a hearing before the City Council to consider the termination of the permit pursuant to Subsection (b). The hearing before the City Council shall be held not less than ten nor more than 30 days from the date of such notice.

B. Council hearing on revocation of permit.

1. Any permit issued or granted pursuant to the provisions of this Article may be revoked after a public hearing before the City Council. It is unlawful for any solid waste collector to operate under a permit that has been revoked or suspended. A permit may be revoked under the following circumstances:
 - a. Where it has been determined that the permittee has violated or has failed to comply with any of the terms or conditions of the permit, including failing to file a complete, timely and accurate quarterly report;
 - b. Where it has been determined that the permittee has violated or has failed to comply with any ordinances, resolutions, or regulations of the City, or of state or federal law, applicable to collection and disposal of solid waste;
 - c. Where it has been determined that the permit was granted pursuant to false or fraudulent information contained in the application;
 - d. Where it has been determined that preservation of public health, safety, and welfare require revocation of the permit.
 2. The City may initiate a proceeding to revoke a permit by written notice delivered to the permittee, setting forth the reasons for the proposed revocation. The notice shall also indicate the time and place of a hearing before the City Council, which shall be scheduled not less than ten or more than 30 days from the date of such notice.
 3. At such hearing, the permittee may present evidence in writing and through testimony of its employees and others relevant to the proposed termination. During such hearing, the City Council may demand from the applicant such additional information as the City Council may deem relevant and necessary. Any hearing may be continued or adjourned to a stated time and place without the giving of further notice. At the conclusion of the hearing, the City Council may revoke a permit upon the adoption of a resolution which sets forth in writing the findings relied on to conclude that the permit shall be revoked. The resolution revoking the permit shall set forth the notice required by Code of Civil Procedure Section 1094.6. The City Council's decision shall be final.
 4. The City, without a hearing, may suspend a permit for not more than 60 days, if the City Manager or City Manager's designee finds that continued operation by the permittee will constitute a threat to public health, safety, or general welfare.
- C. Waiver of hearing.** Failure of permittee to respond to a notice to appear for a hearing before the board is a waiver of the right to a hearing and action may be taken without the permittee being present.
- D. Confiscation of solid waste permit items.** The City may take possession of any badge, card, permit, or license, issued under the provisions of this Chapter, upon expiration, revocation, cancellation, or suspension thereof, or which is fictitious or which has been unlawfully or erroneously issued.
- E. Transfer of solid waste permit.** A permit issued under this chapter shall not be transferred, delegated, or assigned without prior written City approval. No permittee

shall sell, assign, hypothecate, relinquish, surrender or transfer interest in a permit to any person or solid waste collector or allow another person or entity to use the permit in any act for which a permit is required without the prior written consent of the City. The restriction includes the transfer of ownership or the majority of ownership or control of the permittee, or a transfer of a majority of the permittee's stock to another person.

8.12.250 Operations under solid waste permit.

- A. **Scope of solid waste permit.** A solid waste permit issued pursuant to this Article shall authorize only the following activities:
1. Collection of source separated recyclable solid waste; provided that transformation, mixed waste processing, or other collection or processing methods that do not require prior separation of recyclable solid waste from the waste generated by the waste generator prior to collection by the permittee shall not be considered the collection of recyclable solid waste.
 2. Temporary collection services, such as solid waste collection from specific projects such as yard clean-up, remodeling, construction, or demolition, as more fully defined under the definitions of "temporary collection service" and "temporary collection containers."
- B. **Notice for non-collection.** When any solid waste is left on premises by the permittee, the permittee shall at that time leave a red tag indicating the reasons for refusing to collect the solid waste and giving reference to the City ordinance which provides permittee grounds for such refusal. The tag shall carry the permittee's business or firm name and telephone number and shall be securely fastened to the container or the article refused. Permittee shall keep a record of such notices including the addresses of all premises where it is necessary to leave such notices.
- C. **Property rights of solid waste collected.** All solid waste collected in accordance with the provisions of this Chapter shall be and become the property of the permittee from and after the time of collection thereof.
- D. **Customer contracting.** All customer agreements must contain clauses that automatically terminate such customer agreements in the event that the permittee's permit to collect is revoked or not renewed.
- E. **Other permit provisions.** The City Council may modify permit requirements from time to time by resolution.

8.12.260 Solid waste permit fees.

Permittees shall submit the following fees within 30 days of the end of the preceding quarter, for quarters ending March 31, June 30, September 30, and December 31, accompanied with the quarterly reports detailed in Section 8.12.300:

1. **Permit fee.** Permittee will submit five percent of the gross receipts collected for all solid waste services provided in the City during the preceding calendar quarter ending March 31, June 30, September 30 and December 31.

2. **AB 939 fee.** In addition to the permit fee, permittee will submit ten percent of gross receipts collected for all solid waste services provided in the City during the preceding calendar quarter ending March 31, June 30, September 30, and December 31, if the permittee does not divert a minimum of 60 percent of the material it collects. A permittee that does not divert 60 percent of the waste it collects may have the opportunity to demonstrate that it took all reasonable actions to divert the maximum amount of solid waste it collected and that 60 percent diversion was not possible due to the unique characteristics of the loads collected. The City, in its sole discretion, shall determine if the AB 939 fee shall be waived.
3. **Late fees.** Permittee shall pay to the City a service charge, in an amount equal to ten percent of any amount due City after due date has passed. Permittee shall pay an additional ten percent service charge on any unpaid balance for each additional 30-day period the fees remain unpaid.

8.12.270 Permittee diversion requirements.

Permittees must divert a minimum of 75 percent of the solid waste that the permittee collects within the City each calendar year. Fees paid by permittees are reduced relative to the level of waste diversion achieved by each permittee. To count as waste diversion for the purpose of this Chapter, the permittee must provide documentation of delivery to a recycling facility and documentation as to the quantity of the delivered waste that was diverted. Failure to meet this requirement over one calendar quarter is grounds to deny issuance of, suspend and/or revoke a solid waste collection permit. A permittee that does not divert 75 percent of the waste it collects may have the opportunity to demonstrate that it took all reasonable actions to divert the maximum amount of solid waste it collected and that 75 percent diversion was not possible due to the unique characteristics of the loads collected. The City, in its sole discretion, may determine whether such permit will be continued or renewed. Diversion rates under 50 percent during one calendar quarter will result in the automatic revocation of the permit.

If, in the future, the California Department of Resources Recycling and Recovery passes legislation through the State Senate or the State Assembly, requiring that cities divert more than 75 percent of the solid waste, each permittee shall be required to meet the new State requirements.

8.12.280 Insurance.

- A. Each solid waste permittee shall, during the term of any solid waste permit, maintain in full force and effect, and shall furnish City with a policy or certificate of insurance in an amount determined as appropriate by the City for:
 1. Comprehensive general liability;
 2. Automobile liability; and
 3. Workers' compensation and employers' liability.

- B. Evidence of insurance shall be provided on City forms or approved substitutes. The insurance policy or policies shall be issued by an admitted insurance company with a Best Key Rating of A VII, or as otherwise acceptable to the City. The above limits shall be subject to approval of and to annual review by the City for the purpose of reasonably adjusting to current insurance conditions and requirements.
- C. Such insurance shall be primary and not excess, shall be procured from an insurer authorized to do business in the State, and shall not be cancelled or modified without first giving to the City 30 days' prior written notice.
- D. All such insurance shall remain in effect, uninterrupted, through the term of the permit. Applicants and permittees shall provide the City with certificates of insurance annually with the solid waste and recyclables collection permit application.
- E. All such insurance shall name the City as an additional insured in a separate endorsement.

8.12.290 Solid waste report content and submission.

Each quarter, permittees are required to submit reports on City-provided reporting forms. Reports shall be submitted both electronically and on paper within 30 days of the end of the preceding quarter, for quarters ending March 31, June 30, September 30, and December 31. Reports shall contain the following data:

1. The tonnage and/or volume of waste collected according to each category (refuse, recyclables, green waste) and according to how much was disposed versus diverted from landfilling;
2. The location, site, and/or facility where such said waste has been disposed, delivered or diverted;
3. Gross receipts from all solid waste and recycling services provided in the City;
4. Other information required by law or deemed necessary by the City.

8.12.300 Audit of permittee's books and records.

The City or City's designee may audit the permittee's books and records for the purposes of verifying the correct payment of all City fees and confirming the accurate reporting of tonnage recycled and disposed, and other information. Each permittee shall make records available to the City or to agents of the City during normal business hours at the permittee's local office upon one business day notice from the City. Should the audit of the permittee's books and records show more than a \$1,000.00 discrepancy between fees paid and fees due for a one-year period, the permittee shall reimburse the City for the cost of the audit. The City has the option to review a period less than a year and annualize the results. Over or under-paid fees shall be remitted within 30 days of the finalization of the review, or of discovery if determination is made outside of a review by the City.

8.12.310 Solid waste permittee indemnification.

- A. **General.** The permit shall require the permittee to defend, with counsel to be agreed upon by both parties, indemnify, and hold harmless, the City and its agents, officers, servants, and employees from and against any and all claims, demands, damages, liabilities, costs, or expenses for any damages or injuries to any person or property, including but not limited to, injury to the permittee's or City's employees, agents or officers which arise from, are connected with, or are caused or claimed to be caused by, the permittee, or its agents, officers, or employees, in the issuance of the permit, or in performing the services permitted by the permit, and all costs and expenses of investigating and defending against same; provided, however, that the permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence of the City, its agents, officers, or employees, determined by a court of competent jurisdiction.
- B. **Hazardous waste indemnity.** Permittees are required to indemnify, defend, with counsel to be agreed upon by both parties, protect and hold harmless the City, its officers, employees, agents, assigns, and any successor or successors to the City's interest from and against all claims, actual damages, (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City or its officers, employees, or agents arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to government action) concerning any hazardous wastes at any disposal or processing facility where solid waste is or has been transported, transferred, processed, stored, disposed of, or has otherwise come to be located by the permittee or permittee's activities pursuant to the permit resulting in a release of any hazardous waste into the environment. Without limiting the substance of the indemnification, the foregoing indemnity is intended to operate as an agreement pursuant to 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as "Superfund," 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless, and indemnify the City from all forms of liability under CERCLA, other applicable statutes or common law for any and all matters addressed in this provision.

ARTICLE III SOLID WASTE COLLECTION

8.12.400 Office for inquiries and complaints.

- A. Solid waste collectors shall maintain an office at a fixed place and shall maintain a telephone at the office listed in the current telephone directory in the name under

which it conducts business in the City and shall at all times between the hours of 8:00 a.m. and 5:00 p.m. weekdays and between 8:00 a.m. and 12:00 p.m. on Saturdays, have an employee or agent at the office to receive service request, complaints and inquiries. Each office shall be staffed with a knowledgeable person, trained to respond to customer questions and complaints. An emergency telephone shall be provided to the City for use outside normal business hours.

- B. The protection of the public health, safety, and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit the City and its solid waste collectors to identify potential public health and safety problems. During office hours, solid waste collectors shall record all complaints, including the date, time, complainant's name and address if the complainant is willing to give this information, and date, and manner of resolution of the complaint. This information shall be maintained for the term of permit or franchise agreement, or longer if indicated in the permit application or franchise agreement. The record of service complaints shall be made available for review by representatives of the City during the solid waste collector's office hours.

8.12.410 Frequency of solid waste collection.

- A. Solid waste created, produced or accumulated in or about premises in the City shall be removed from premises at a minimum of:
 - 1. Every four days for putrescible waste, or
 - 2. Once each week for non-putrescible waste.
- B. The following materials may be collected less frequently unless the City deems otherwise:
 - 1. Temporary solid waste containers on construction or demolition sites containing no food waste, food wrappers, yard waste, or any form of organic waste.
 - 2. Recyclables containers containing no food waste, food wrappers, yard waste, or any form of organic waste.
- C. If conditions warrant, the County Health Officer or the City may require a greater frequency of removal.
- D. It is unlawful for the person having control or possession of the premises within the City to fail or neglect to provide for the removal of solid waste. Each day's violation of this Section shall be treated and considered as a separate and distinct offense.

8.12.420 Recyclable solid waste collection.

- A. **Ownership of recyclable solid waste.** Upon placement of recyclable solid waste at a designated recycling collection location, such recyclable solid waste shall become the property of the solid waste collector engaged to collect such material.
- B. **Collection by persons other than an authorized solid waste collector prohibited.** It is unlawful for any person, except for the permitted solid waste collector engaged to provide such service, to collect recyclable solid waste from a designated

recycling collection container. The City may, at its option, arrange for collection in the event of health and safety issues or of a dispute between the solid waste collector, the customer or the City.

- C. **Generator's right to recycle.** Nothing in this Chapter limits the right of any person to sell, donate, or otherwise divert their own recyclables from landfilling, except that recyclables deposited into containers provided by a solid waste collector and placed for collection shall become solid waste and the property of the solid waste collector as provided for in subsection a above.

8.12.430 Collection hours.

No collection of solid waste, or delivery or removal of containers by a solid waste collector shall be made from residential premises, both single-family and multifamily, between the hours of 6:00 p.m. and 6:00 a.m. any day. No collection of solid waste, or delivery or removal of containers by a solid waste collector shall be made from commercial premises between the hours of 6:00 p.m. and 6:00 a.m. any day, unless prior written approval has been obtained from the City Manager or his or her designee and provided any such approved collection of solid waste is limited to areas of the City in which noise from collection vehicles will not impact residential areas.

8.12.440 Holiday schedule.

Solid waste collectors may only postpone collection for the following holidays: January 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service due on the holiday, and on each day during the remainder of the holiday week, shall be delayed no more than one day.

8.12.450 Placement of solid waste containers for collection.

Residential solid waste containers (e.g. carts) shall be placed curbside or in the gutter, not earlier than 24 hours before collection is scheduled and removed not later than 24 hours after collection.

8.12.460 Solid waste container storage enclosures.

- A. All solid waste containers, for both residential and commercial customers, must be shielded from view within a building or area enclosed by a wall not less than six feet in height. No solid waste container storage shall be within 50 feet of any residential or open space planning areas unless it is fully enclosed.
- B. All new construction of residences and businesses must include sufficient storage area for both solid waste and recycling containers. City may require sufficient storage area for both solid waste and recycling containers be built when an existing facility is being renovated. City will review plans to ensure adequate space will be provided prior to issuance of a building permit.

8.12.470 Organic Waste Waivers.

- A. **De Minimis Waivers.** Residential development with minimal individual open space and greenspace such as town homes with common-area open space predominantly serviced by gardeners and landscapers subject to Section 8.12.060 of this Chapter are exempt from the Organic Waste requirements of this Chapter. Furthermore, the City may waive a Commercial Business's obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in this Section. Commercial Businesses requesting a de minimis waiver shall:
1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subdivision b. below.
 2. Provide documentation that either:
 - a. The Commercial Business's total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business's total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business's total waste.
 3. Notify the City if circumstances change such that the Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
 4. Provide written verification of eligibility for de minimis waiver every five years, if the City has approved a de minimis waiver.
- B. **Physical Space Waivers.** A Commercial Business or property owner may request a physical space waiver through the following process:
1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
 2. Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.

3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

8.12.480 Requirements for Single-family Organic Waste Generators.

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.12.050 and 8.12.060:

- A. Single-Family Organic Waste Generators shall subscribe to the City's Organic Waste collection services for all Organic Waste generated as described in subdivision B. of this Section. The City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust their service level for their collection services as directed by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Single-family Waste Generators shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described in in subdivision C. of this Section and shall not place Prohibited Container Contaminants in collection containers.
- C. Single-Family Organic Waste Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

8.12.490 Requirements for Commercial Businesses.

- A. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall subscribe to the City's three container collection services and comply with requirements of those services as described in this Section.
- B. Generators that are Commercial Businesses shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- C. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and

containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

- D. Generators shall supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service.
- E. Excluding Multi-Family Residential Dwellings, generators shall provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - 1. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - 2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- F. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in subdivision (e) pursuant to 14 CCR Section 18984.9(b).
- G. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, Commercial Businesses shall prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service.
- H. Excluding Multi-Family Residential Dwellings, Commercial Businesses shall periodically inspect Blue Containers, Green Containers, and Gray Containers for

contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- I. Commercial Businesses shall annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- J. Commercial Businesses shall provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- K. Commercial Businesses shall provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 8.12.690 of this Chapter to confirm compliance with the requirements of this Section.
- L. Commercial Businesses shall accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with subdivision B. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.
- M. At Commercial Business's option and subject to any approval required from the City, Commercial Businesses shall implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City or its designee.
- N. If a Commercial Business wants to self-haul, the Commercial Business must meet the Self-Hauler requirements in Sections 8.12.060 this Chapter.
- O. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- P. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.12.670 of this Chapter.

8.12.500 Solid waste containers – General.

All solid waste shall be placed for collection in containers provided by solid waste collectors or provided by customers and serviced by solid waste collectors, except when special collections are authorized by this Code or the City's franchise agreement. Special collection items, such as bulky items, holiday trees, bundled residential green waste, and household hazardous waste placed for curbside collection, must be placed for collection in accordance with the terms of this Code or the City's franchise agreement.

8.12.510 Solid waste collectors' containers.

- A. Each solid waste collector shall maintain its containers within the City in a manner to protect public health and safety and prevent the spread of vectors.
- B. All bins shall be steam-cleaned or replaced at least once per year by the solid waste collector servicing bin.
- C. Each solid waste collector shall remove from its solid waste containers (including carts, bins and roll-off boxes), any exterior paint or markings commonly referred to as "graffiti" or "tagging" within 24 hours of either notification by City or service recipient or the solid waste collector's last servicing of the container, whichever is sooner.
- D. The City has the authority to require a solid waste collector to replace promptly any container which, in the City's reasonable discretion, is not in a clean, painted, or serviceable condition.
- E. Each solid waste collector shall post each container with a notice that the container is not to be used for the disposal of hazardous waste.
- F. All containers in City, excluding franchisee's residential carts, must carry a label identifying the solid waste collector that owns or collects from the container and that solid waste collector's phone number. Letters must be at least three inches high.
- G. All recycling and green waste containers must carry labels, in both English and Spanish, identifying which materials are to be placed in each container. Solid waste collectors are responsible for designing and producing such labels and replacing labels when they become worn.

8.12.520 Encroachment permit for solid waste container placement in public right-of-way.

- A. Except for curbside collection or storage enclosure collection pursuant to Sections 8.12.450 and 8.12.460, prior to placement of a solid waste collection container in the public right-of-way, the person placing the container must obtain an encroachment permit from the City. A performance bond and letter of credit may be required prior to issuance of the encroachment permit. Only a solid waste collector authorized by the franchise or a permit to provide temporary collection service, or customer hiring such a franchisee or permittee, may obtain an encroachment permit for a temporary

collection bin. Applications for such permit shall be on forms supplied by the City and shall contain the following information:

1. Name, address, and business telephone;
 2. Evidence of solid waste franchise or permit;
 3. Name, address, and telephone number of person or persons who will have the responsibility for the placement, servicing, and removal of the temporary solid waste collection bin(s), as described above.
- B. Applications shall be accompanied by a permit fee as set by the City. Encroachment permits shall be issued for a time certain, and are revocable at any time by the City, if the holder of the encroachment permit violates City ordinances or State law, any term of the permit, or if the encroachment is deemed to constitute a traffic hazard or public nuisance. A holder of an encroachment permit shall promptly remove or cause the removal of the container(s) if the permit is revoked. All decisions of the City regarding the issuance and revocation of encroachment permits are final and are not appealable.
- C. Encroachment permits are not transferable by assignment, sale, or other means without the express written permission of the City.

8.12.530 Noise.

To protect the public health, safety and quiet enjoyment of the residents of the City, a solid waste collector shall so conduct its operations as to offer the least possible disruption to the existing noise levels of the area within which collections are made. In no event shall the noise level for the collection vehicles during the stationary compaction process exceed 75 decibels Db(A) at a distance of 25 feet from the collection vehicle and at an elevation of five feet from the horizontal base place of such vehicles. A solid waste collector shall submit to City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity of a representative sample of all vehicles.

8.12.540 Litter.

Any solid waste collector who releases, or permits, or causes, the release of any solid waste on public or private property in the City at any time shall forthwith clean up, contain, collect and remove same.

8.12.550 Trespass.

No person authorized to collect, or transport, solid waste or recyclables shall enter private property beyond the extent necessary to collect the solid waste or recyclables placed for collection.

8.12.560 Scavenging.

It is unlawful for any person, other than a solid waste collector, the City, or the owner thereof, to remove solid waste, including recyclable solid waste, from containers placed for collection, including temporary containers.

8.12.570 Transportation and transfer of solid waste on City streets.

No person shall convey or transport solid waste upon or along any public street in the City unless such solid waste is contained and/or covered or otherwise secured to prevent it from leaking, dripping, falling, blowing, or scattering from the vehicle in which it is being conveyed or transported. All vehicles and equipment used in the transport of any form of solid waste shall be kept clean. No person shall drain the liquid from any such vehicle upon any road or highway or upon any other land in the City. Persons hauling solid waste on the City streets shall completely empty the solid wastes from their vehicles and/or containers at the disposal site, or re-cover them if they are not completely emptied, in order to prevent the scattering of residue on the return trip.

Under no circumstances may solid waste be transferred between vehicles or otherwise in the public right-of-way.

8.12.580 Organic Waste Haulers

Exclusive and non-exclusive franchised haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- A. Through written notice to the City annually on or before March 31st identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste.
- B. Transport Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- C. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 8.12.130 of this Chapter, and Article IV of this Chapter (C&D Debris Diversion).
- D. Comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or license issued by the City.

8.12.590 Organic Waste Facility operators

A. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

B. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.12.600 Prohibited disposal methods.

- A. **Burning waste.** It shall be unlawful at any time for any person, including solid waste collectors, to burn any solid waste or recyclables within the City.
- B. **Illegal dumping.** It shall be unlawful for any person, including solid waste collectors, to cast, place, sweep, deposit, or dump solid waste upon any private or public property in the City, except as provided for in this Code. It is unlawful for any person to place, deposit, or dump hazardous waste, medical waste, or abandoned vehicles, or parts thereof, upon any private or public real property in the City.
- C. **Unauthorized disposal.** No unauthorized person shall cause the placement of solid waste, originating from other premises, within a waste container designated to serve the premises for which the container has been assigned.

8.12.610 Hazardous solid waste.

- A. **Disposition.** Generators, owners, and/or possessors of hazardous solid waste shall dispose of all hazardous solid waste that they generate, own, or possess in accordance with all zoning laws.
- B. **Regulation.** The County Health Official and the City may promulgate regulations regarding the handling, transportation, and/or disposal of hazardous solid waste within the City.
- C. **Collection.** It is unlawful for City franchisee(s) or permittees to perform solid waste handling services for hazardous solid waste, unless they are properly permitted and meet all local, State and Federal regulations regarding the handling of such materials.
- D. **Placement in containers for collection.** It is unlawful for any person to place solid waste or hazardous solid waste in containers for regular collection by a solid waste collector or at a designated recycling collection location.

8.12.620 Hazardous waste inspection and reporting.

- A. Solid waste collectors shall inspect solid waste placed for collection in their respective bins and containers and shall reject for collection solid waste observed to be contaminated with hazardous waste. Solid waste collectors, as applicable, shall promptly notify the City and all agencies with jurisdiction, if appropriate, including the State Department of Toxic Substances Control, local emergency response providers and the National Response Center of reportable quantities of hazardous waste found or observed in solid waste anywhere within the City. In addition to other required notifications, if a franchisee or solid waste permittee observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on any City property, including storm drains, streets or other public rights-of-way, the solid waste collector, as applicable, shall immediately notify the City Manager or his or her designee.
- B. Solid waste collectors shall each maintain records showing the types and quantities, if any, of hazardous waste found in solid waste and which was inadvertently collected from service recipients within the City, but diverted from landfilling.

8.12.630 Universal waste disposal.

Universal waste (such as batteries, electronic waste, electronic lamps, cathode ray tubes/glass, non-empty aerosol cans) shall be diverted from landfills and disposed of in accordance with state laws and regulations.

8.12.640 Unlawfully placed solid waste containers.

- A. **Unauthorized solid waste containers.** No person shall place or leave standing a solid waste container on any public or private property within the City except for collection and disposal of solid waste by solid waste collectors or as otherwise specifically authorized in this Chapter.
- B. **Containers for collection of recyclable solid waste exempted.** Nothing in this Section shall prohibit the placement of containers for the collection of recyclable solid waste sold or donated by the generator of such solid waste. If, however, the generator of the recyclable solid waste is required to pay monetary or non-monetary consideration for the collection, transportation, transfer, or processing of the recyclable solid waste, or for the use of containers for such solid waste, this exemption shall not apply. The person providing containers for the collection of recyclable solid waste shall have the burden of showing that the recyclable solid waste was sold or donated in compliance with the exemption herein.
- C. **Removal of unlawfully placed solid waste containers.**
 - 1. The City Manager or his or her designee may cause the posting of a notice to remove, in a conspicuous place, on any solid waste container placed on any public or private property within the City in violation of this Chapter.

2. Notices to remove posted pursuant to the provisions of this Chapter shall specify the nature of the violation and shall state that the solid waste container must be removed within 24 hours or it may be removed and stored by the City, and the contents disposed of, at the expense of the owner of the container. The posting of a notice to remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the solid waste container.
3. If the solid waste container is not removed within 24 hours after the notice to remove is posted, the City Manager or his or her designee may direct the removal and storage of the solid waste container and the disposal of its contents.
4. If the identity of the owner of a solid waste container that has been removed by the City is known to the City Manager or his or her designee, the City Manager or his or her designee shall promptly cause notice to be mailed to the owner to claim the stored property. If the solid waste container is not claimed within 90 days after removal and notice to the owner, or 90 days after removal if the identity of the owner is unknown, the solid waste container and its contents shall be deemed abandoned property and may be disposed of accordingly.
5. After a solid waste container has once been removed by the City pursuant to a notice to remove, the owner thereof shall be deemed to have actual notice of the provisions of this Chapter, including the prohibition of placement of solid waste containers by any person other than those exempted. In the event of a subsequent placement of a solid waste container owned by the same owner, the City Manager or his or her designee may immediately, without the posting of a notice to remove, direct the removal and storage of the unlawfully placed solid waste container and shall, in such case, give notice to the owner to claim the solid waste container. In such event, the owner shall be responsible to reimburse the City for the actual cost of removal, storage and disposal of its contents, which cost shall be paid by the owner before the solid waste container is returned to the owner. If the solid waste container is unclaimed after notice is mailed to the owner and the expiration of the period set forth in subsection (4), the solid waste container and its contents shall be deemed abandoned property and may be disposed of accordingly.
6. The owner of the solid waste container shall be responsible to reimburse the City for the actual cost of the removal, storage and disposal. All amounts due to the City for the cost of the removal, storage and disposal shall be paid before the solid waste container is returned to the owner. The costs incurred by the City for removal, storage and disposal shall constitute a debt owed to the City by the owner, who shall be liable therefore in an action by the City for the recovery of such amounts.

8.12.650 Employees of solid waste collectors.

All field employees of a solid waste collector shall wear nametags to enable identification while providing public service.

8.12.660 Solid waste collectors' vehicles.

- A. **Vehicle standards.** To protect public health, safety and well-being, any truck used for the collection or transportation of solid waste within the City shall be leak-proof and equipped with a close-fitting cover that shall be affixed in a manner that will prevent spilling, dropping or blowing of any waste, oil, grease or other substance upon the public right-of-way during collection or transportation. No person shall park, or cause to be parked within the City any vehicle containing solid waste unless the vehicle is free from odor and in a sanitary condition. Solid waste collectors shall comply with all regulations promulgated by all agencies with jurisdiction over the safe, sanitary operation of all of their equipment.
- B. **Displays.** Vehicles shall display the name of the solid waste collector in prominent letters so that the vehicle may be easily identified as belonging to that solid waste collector. If a solid waste collector uses a vehicle displaying the name of an affiliated company, the affiliated company's name must be indicated on the permit application for permittees, or be approved in advance in writing by the City Manager or designee for franchisee(s). Improperly identified vehicles may be treated as belonging to non-permitted haulers.
- D. **Damage to streets.** Solid waste collectors shall not damage public or private streets over which their respective collection equipment may be operated and shall obtain all required approvals for operation of its respective collection vehicles on private streets.

8.12.670 Organic Waste Commercial Edible Food Generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.12.680 Food recovery organizations and services; regional agencies.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 31st.
- D. Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.12.690 Inspection and investigation.

- A. City representatives, its designated entity, and/or designee are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 8.12.490(b) of this Chapter, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 8.12.490 L. of this Chapter.
- B. A regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties.
- C. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from persons regarding any one entity or person that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 13A

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Chelsi A. Wilson, Administrative Services Manager

Subject: Adoption of Resolution Establishing Salaries and Benefits for Non-Represented Employees.

SUMMARY

This report recommends adoption of a resolution establishing salaries and benefits for Non-Represented Employees.

RECOMMENDATION

Adopt Resolution No. 2021-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2017-07 AND 2021-14 IN THEIR ENTIRETY."

BACKGROUND

In addition to the City's formal labor bargaining units, there is third group of employees that are considered "Non-represented" for the purposes of labor negotiations. Resolution No. 2017-07 sets forth the terms and conditions of employment for employees these employee group that includes Executive Management, Middle Management, and Confidential employees. While a traditional negotiation does not take place with these employees, the City's past practice has been to offer deal points similar to those negotiated by the other represented bargaining groups.

Resolution No. 2021-14 amended the Executive and Non-Represented Salary schedule to include Development Services Manager, Administrative Services Manager, and Public Works Supervisor and did not change any of the terms and conditions of employment for this group.

DISCUSSION

Below is an outline of the proposed MOU deal points:

Term:

The agreement's duration is three years, from November 1, 2021 through October 31, 2024.

Salary:

During the three year term of the agreement, annual increases will take place as outlined below. This represents a total increase of 6.5% over the life of the three year agreement.

Effective first full pay period following November 1, 2021, 2.5% base salary increase.

Effective first full pay period following November 1, 2022, 2% base salary increase.

Effective first full pay period following November 1, 2023, 2% base salary increase.

Lump Sum:

The City has agreed to two lump sum payments to each member totaling \$5,000 in accordance with the federally funded American Rescue Plan Act. The payments will be distributed in two installments; one at the first full pay period in November 2021 and the second payment at the first full pay period following May 1, 2022.

November 2021: \$2,500

May 2022: \$2,500

Monthly Medical Insurance City Contributions:

The City previously contributed \$1294 in medical benefits for each member. Proposed in this agreement is the implementation of a tiered benefit system, broken into different categories for Employee, Employee +1, and Family. The tiered medical benefits system is outlined below. Under this proposal, the single employee contribution will increase \$25 in January 2024. Employee +1 group will increase \$125 starting in January 2022. The family group will increase \$175 in January 2022.

	Employee	Employee +1	Family
January 1, 2022	\$1294	\$1294 (+\$125)	\$1294 (+\$175)
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1294 (+\$25)	\$1419	\$1469

FISCAL IMPACT

The cost of the Non-Represented agreement is \$104,554. This includes the salary and associated benefit adjustments. The ARPA lump sum payments totals \$55,000 and are funded through a federal grant.

The cost for Fiscal Year 2021-22 is \$48,336. Sufficient funds exist in the salary and benefit accounts of the adopted Fiscal Year 2021-22 budget to cover the cost of the first year of the agreement.

Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Reviewed By: Chelsi A. Wilson, Administrative Services Manager
Approved by: Chet Simmons, City Manager

*Attachment: 1. Resolution 2021-25 Non-Represented Agreement
2. Exhibit B1, B2, and B3 - Salary Schedules*

RESOLUTION NO. 2021-25**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NUMBERS 2017-07 and 2021-14 IN THEIR ENTIRETY**

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos.

WHEREAS, on June 19, 2017 the City Council adopted Resolution 2017-07 establishing the salaries and benefits for Non-Represented Employees; and,

WHEREAS, on June 21, 2021 the City Council adopted Resolution 2021-14 which amended the salary schedule for Executive and Non-Represented Employees; and,

WHEREAS, this Resolution shall repeal all prior resolutions for the Non-Represented Employees and establish one all-inclusive Resolution; and,

WHEREAS, the City of Los Alamitos seeks to amend the salary schedules and health benefit contributions for Executive Management and Non-Represented employees; and,

WHEREAS, the City of Los Alamitos seeks to add City Clerk/Director of Communications and Administrative Manager to the Executive Management, add Development Services Manager to Middle Management, and add Public Works Supervisor and Recreation Supervisor to Confidential Employees; and,

WHEREAS, the changes to the agreement and salary schedules become effective November 7, 2021 .

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

SECTION 1. Title of Resolution. This Resolution shall be known as the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos.

SECTION 2. Statement of Purpose. Employer and Non-Represented Employee Relations. This Resolution is adopted to provide reasonable and orderly procedures for the administration of employer-employee relations between the City and its non-represented employees.

SECTION 3. Definitions.

- A. CITY: The City of Los Alamitos, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized representative of the City of Los Alamitos.
- B. DAYS: Calendar days, unless otherwise stated.
- C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.
 - 1. Executive Management employees are the following positions: City Clerk/Director of Communications, City Clerk, Administrative Services Director, Administrative Services Manager, Police Chief, Development Services Director, Recreation and Community Services Director, Assistant City Manager, and City Manager.
 - 2. Middle Management employees are the following positions: Recreation Manager, Development Services Manager, Police Captain, Public Services Superintendent, and Support Services Manager.
 - 3. Confidential employees are the following positions: Public Works Supervisor, Recreation Supervisor, Assistant to the City Manager, Deputy City Clerk, and Benefits Coordinator/Executive Assistant.

SECTION 4. City Responsibilities and Rights.

Rights Enumerated. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided in this Resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards.
- B. To set standards of service and manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot, and assign work.
- D. To establish, modify, or change work schedules or standards.

- E. To direct the working forces, including the right to hire, promote, demote or transfer any employee, and determine the procedures and standards of selection for employment.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment, or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.
- J. To determine the policy and procedure affecting the selection or training of new employees.
- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
- L. To control and determine the use of City's property, material, machinery, and equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property and take all necessary actions to carry out its mission in emergencies.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved or different methods of operations, or to change existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.
- R. To reprimand, suspend, demote, reduce in pay, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.
- T. To contract or subcontract work with outside public or private entities and maintain the efficiency of governmental operations.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

- V. To terminate at-will employees with or without cause or notice, and without right of appeal or hearing.

SECTION 5. Salary Ranges.

- A. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in Exhibits A1, A2, and A3 attached hereto and incorporated by reference.
- B. Market Adjustment Policy: In order to retain high-performing employees, promote excellent job performance, recruit competitively, but remain fiscally prudent, the City Manager is authorized to adjust the steps and ranges in Exhibits A1 and A2 for management employees position-by-position based upon performance, as follows:
 - 1. The City Manager may conduct salary surveys from time to time with respect to some or all of the non-represented employees' positions and to adjust steps and ranges, within the parameters stated in this section, based on performance and market conditions.
 - 2. The surveyed cities shall, at a minimum, include those in Orange County with populations of less than 30,000 and the immediately adjacent cities of Cypress and Seal Beach.
 - 3. Adjusted compensation may not exceed the compensation provided to the lowest top-step of a comparable position in Orange County according to the survey.
 - 4. All compensation adjustments must be within the Council-approved budget.

SECTION 6. Vacation.

- A. Purpose. The purpose of annual vacation is to enable eligible employees to take time off to provide a break from their work-related duties and responsibilities and to return to work refreshed.
- B. Basis of Accrual. New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six months of continuous full-time service. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than three hundred (300) hours of vacation leave. When an employee's accumulated vacation leave balance reaches three hundred (300) hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below three hundred (300) hours. In order to promote recruiting and retention efforts, the City Manager shall have the discretion to modify this schedule for an individual employee at the time of hire or promotion when he or she determines it to be in the best interests of the City.

Annual vacation leave accrual for employees hired before August 1, 1987 shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
17 and over	200

Annual vacation leave accrual for employees hired on or after August 1, 1987, shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 and over	176

- C. Effect of Holiday(s) on Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, but may be credited as a holiday.
- D. Effect of Leave of Absence on Accrual of Vacation Leave. The granting of any leave of absence without pay shall cause the accrual of vacation leave to cease. Upon return to the City, an employee shall resume his or her regular accrual of vacation leave. A leave of absence without pay shall not count towards years of service for the accrual of vacation leave.
- E. Compensation for City Work During Vacation Prohibited. No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's

right to recall an employee from vacation leave in the event of an emergency and place him or her on regular pay status.

- F. Scheduling Vacations. The times during a calendar year at which an employee may take his or her vacation leave shall be determined by the Department Director or the City Manager when the employee is a Department Director, with due regard for the wishes of the employee and particular regard for the needs of service.
- G. Annual Vacation Payoff. Employees may receive pay for up to 80 hours of vacation time during the calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is approved by the City Manager.
- H. Vacation Payoff Upon Termination. Upon termination of employment, the employee shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

SECTION 7. Sick Leave.

- A. Accrual and Use of Sick Leave. Sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service. Accumulation shall be unlimited. Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.
- B. Proof of Illness. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified by the employee's supervisor. The employee may be required to file a physician's certificate justifying the need for any absence. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the City Manager the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.
- C. Effect of Holidays on Sick Leave. Observed holidays occurring during sick leave shall not count as a day of sick time.
- D. Annual Sick Leave Payoff. An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her current year's unused sick leave, or (2) up to twenty-four (24) hours of accumulated sick

leave, provided that in either case a minimum of 480 hours remains in the employee's account.

E. Regular Service Retirement Sick Leave Options. Upon a regular service retirement as defined by the Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

1. A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the employee's salary rate being paid at the time of the employee's service retirement.
2. If allowed by CalPERS, an exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Family Member Illness. Each calendar year, an employee may use up to one-half (1/2) of annual sick leave accrual to attend to the illness of a parent, child, spouse or registered domestic partner of the employee.

SECTION 8. Bereavement Leave. Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

SECTION 9. Temporary Disability Leave.

A. Industrial Related Disability. Employees shall be entitled to the benefits under this subsection only after the City has determined that the disability is industrial related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued vacation leave, sick leave and compensatory time off to supplement the

benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

- B. Non-Industrial Related Disability. Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave for a non-industrially-related disability, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

SECTION 10. Employee Contracts. In order to be eligible for the benefits provided for under this Resolution and prior to receipt of such benefits, each Executive Management employee must execute an employment agreement in a form approved by the City Council, City Manager, and City Attorney.

SECTION 11. Labor Code Section 4850 Disability Benefits For Safety Service Personnel. Those employees in the positions of Police Chief and Police Captain shall be provided with the applicable disability benefits provided under Labor Code Section 4850.

SECTION 12. Parental Leave. The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of a disability caused by pregnancy or related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence

required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

SECTION 13. Jury Duty. Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within the calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his or her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their Department Director for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

SECTION 14. Leave of Absence Without Pay. Any employee may be granted a personal leave of absence without pay for ninety (90) days or less with the approval of the City Manager. A request for a personal leave of absence exceeding ninety (90) days must also be approved by the City Manager.

- A. Authorization Procedure. Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the City Manager. The City Manager shall make his or her recommendation in writing and forward to the employee.
- B. Length of Leave and Extension. A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided

that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

- C. Return From Leave. When an employee intends to return from an authorized leave of absence without pay, he or she shall contact the City Manager at least fourteen (14) calendar days prior to the day he or she plans to return.
- D. Leave Without Pay - Insurance Payments. An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the last day of the month in which the last payment was received.
- E. Leave Without Pay - Other Benefits. When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.
- F. Family Medical Leave – Insurance Payments. The City will continue to make insurance contributions on behalf of employees on approved Family Medical Leave for a maximum of twelve (12) weeks. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

SECTION 15. Holidays.

- A. Authorized Holidays. Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:
 - January 1 (New Years Day)
 - The third Monday in January (King's Birthday)
 - The third Monday in February (President's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - November 11 (Veterans Day)
 - The fourth Thursday in November (Thanksgiving Day)
 - The Friday after Thanksgiving Day
 - December 24 (Christmas Eve)
 - December 25 (Christmas)
 - Eighteen (18) hours of floating holiday time to be used by the employee with City Manager approval during the calendar year (January 1 - December 31).

No employee shall accumulate more than eighteen (18) hours of floating holiday. On January 1 of each year, each employee will receive only that number of floating

holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

Employees that work “regular” eight hour days shall receive eight hours of holiday pay. Employees that work a “9/80” schedule shall receive nine hours of holiday pay except when the holiday falls on the Friday that the employee would normally work an eight hour day, in which case the employee shall receive eight hours of holiday pay.

- B. Floating Holidays for New Employees. At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

Date of Hire	9/80	Regular
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

- C. Procedure if Holiday Falls on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. Non-Management Employees Required to Work on Holiday. Any Non-Management employee who shall be required to work on any holiday which he or she is entitled to take off under the above provisions shall receive equivalent time off, as determined by the City Manager.

SECTION 16. Administrative Leave. Exempt employees may receive a maximum of eighty (80) hours of Administrative Leave annually. Employees shall not accrue more than eighty (80) hours of Administrative Leave, and shall not receive compensation for accrued Administrative Leave upon termination of employment. Administrative Leave accrual shall be prorated for exempt employees hired after the first full pay period in January.

SECTION 17. Exempt Employees. All non-represented employees are exempt and therefore not entitled to receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

SECTION 18. Monthly Insurance Contribution. The monthly contribution from the City toward the payment of premiums for health, dental, and optical insurance programs shall be:

	Employee	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the monthly City contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

SECTION 19. Dental Plan. The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee

SECTION 20. Optical Plan. The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

SECTION 21. Term Life Insurance.

- A. Confidential Employees. After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000.
- B. Executive Management Employees and Middle Management Employees. After sixty (60) days on the payroll, the City will provide each Executive Management Employee and Middle Management with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on the employee's annual salary, rounded up to the nearest \$1,000.

SECTION 22. Long Term Disability. After sixty (60) days on the payroll, the City shall continue to pay for long-term disability coverage based on two-thirds of the monthly salary to a maximum benefit of \$2,000 per month. Participation in this plan is mandatory.

SECTION 23. Physical Examination.

- A. All Employees Other Than Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370

for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

- B. Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the employee the fee not to exceed \$400 for an annual physical examination. Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

SECTION 24. Retirees Medical Insurance.

- A. PERS Medical Retirement Contribution. The City shall contribute an amount in accordance with the City's contractual obligation with PERS, if any, to the medical insurance premium cost for each retiring employee and their spouse.
- B. Supplemental Benefits. Unless otherwise provided in the City Manager's discretion in an employee's employment contract with the City dated on or before September 6, 2005, in which case the City Manager may provide Pre-August 1, 1994 benefits to an employee hired after August 1, 1994, the City shall provide additional contributions to eligible employees, depending upon the employee's date of hire, as described in subsections 1 and 2 below. After September 6, 2005, the City Manager shall not have such discretion.
1. Employees Hired Before August 1, 1994. Those employees hired before August 1, 1994, who retire from the City with at least ten (10) years of continuous service and have reached the age of fifty (50) may be eligible for supplemental health care benefits effective on the date of retirement.
 2. Employees Hired On Or After August 1, 1994. Those employees hired after August 1, 1994, who retire from the City with at least fifteen (15) years of continuous service and have reached the age of fifty-five (55) may be eligible for supplemental health care benefits effective on the date of retirement.

The City shall contribute a portion of the out-of-pocket premium cost for each such employee and their spouse up to the maximum amount then being contributed, and subject to the same conditions and plans provided, to the active employees pursuant to Section 18 above.

The benefits hereunder shall be available to each employee and their spouse upon a regular service retirement as defined by PERS law. The City's contribution toward employee or spousal coverage shall continue while either the employee or spouse is alive, but shall terminate at age sixty-five (65) when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance. In no event will the City contribute toward the medical insurance any longer than for the number of years equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental, optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

- C. Minimum Retiree Medical Contribution. Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2008, the minimum contribution amount is ninety-seven dollars (\$97) per month. Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.
- D. For sworn, public safety employees hired before January 1, 1995, the insurance received for 10 years of service with the City, with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the numbers of years of the employee's service to the City.

For sworn, public safety employees hired on or after January 1, 1995, the following schedule shall apply for those employees retiring with a regular service retirement:

<u>Years of Service with the City of Los Alamitos</u>	<u>% of active Employee Benefit</u>
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or >	100

The City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

SECTION 25. Retirement. Employees qualify for minimum retirement benefits after they attain five (5) years of service and fifty (50) years of age. Retirement benefits will be based on the highest twelve months salary (except for PEPRA employees which is based upon three years) as well as employee age and length of service.

- A. Safety Service Employees. The City will provide the three percent (3%) at 50 PERS Plan for sworn safety service personnel. For PEPRA employees hired after January 1, 2013, the PEPRA retirement law will apply and the City will provide the 2.7% at 57 formula, based upon three highest years' salary.
- B. All Other Employees. Retirement benefits for non-safety service employees will be provided under the 2.7% at 55 Plan of PERS, the Level 4 of the 1959 Survivor Benefits, and the Pre-Retirement Option 2 Death Benefit. Retirement benefits will be based on the highest twelve-months' salary as well as the employee's age and length of service. For employees hired as a PEPRA employee after January 1, 2013, the PEPRA retirement law will apply and the the City will provide the 2% at 62 formula, based upon three highest years' salary.
- C. Employer Share Contribution. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Resolution at the applicable retirement benefit level (3.0% at 50 for sworn safety service employees and 2.7% at 55 for all other employees). At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System. For PEPRA employees hired after January 1, 2013, in compliance with PEPRA, the City will pay 50% of the normal cost.
- D. Employee Share Contribution. Each employee will pay the full employee's share in the amount of 8% for miscellaneous employees and 9% for sworn safety employees. For employees hired after January 1, 2013, in compliance with PEPRA, PEPRA employees will pay 50% of the normal cost.

SECTION 26. Mileage Reimbursement And Car Allowance.

- A. Executive Management Employees. Executive Management employees shall be given the choice of receiving either (1) a car allowance as provided below, or (2) the use of a City vehicle for business purposes and mileage reimbursement as provided below. Executive Management employees may choose only one of these two options.

If an Executive Management employee chooses a car allowance, the City shall provide a car allowance of \$300.00 per month. All employees provided with a car

allowance hereunder must provide proof of automobile insurance, and are precluded from receiving mileage reimbursement.

If an Executive Management Employee chooses to use City vehicles for business purposes, such employee shall also be entitled to mileage reimbursement when the employee utilizes his or her own vehicle for City business. Upon the submittal of a reimbursement form with their Department Director approval, the employee shall be reimbursed at the rate allowed by the Internal Revenue Service.

- B. Police Chief and Police Captains. The Police Chief and Police Captains shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide insurance and maintenance of the vehicle.
- C. Return of City Vehicles. Any employee receiving the use of a City vehicle shall return the vehicle upon separation from employment or if the employee is absent from active duty service for more than thirty (30) days.

SECTION 27. Education Reimbursement. All Middle Management and Confidential employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Administrative Services Department.

Employees who utilize the City's Tuition/Education/Textbooks Reimbursement program understand if they leave the City within 5 years of a reimbursement, they will be required to repay the tuition costs based on the following schedule: 100% within the first year of receiving that reimbursement;; 80% within the second year; 60% within the third year; 40% within the fourth year; 20% within the fifth year. This schedule shall apply to those reimbursements received after adoption of this Resoulution by Council, July 21, 2014. If an employee separates from employment due to injury (industrial or non-industrial) or retirement, he/she will be exempt from repayment.

SECTION 28. One-Time Cash Distribution

Non-Represented Employees, other than the City Manager, shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

SECTION 29. Attendance. Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves stated in this Resolution, the employee's employment contract, the employee's job description or as otherwise directed by the City. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City employment by the employee.

SECTION 30. Construction.

- A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and the City Charter provisions.
- B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
- C. To the extent that this Resolution conflicts in any way with the Personnel Rules of the City of Los Alamitos, the provisions of this Resolution shall take precedence and shall control.

SECTION 31. Professional Organizations. Participation in professional organizations, appointive boards and committees, and voluntary programs by employees is encouraged, provided that this participation is consistent with the responsibilities of the employee and the goals and priorities set by the City Council and/or City Manager. Employees shall inform their appropriate supervisor and obtain authorization to participate, if necessary, prior to commencement of any such activities. In accordance with City Policy, the City will provide membership fees to such organizations, reimburse expenses necessary to retain professional licenses, reimburse reasonable conference fees, and travel and subsistence expenses incurred in an employee's professional and official travel, meetings, and conferences; provided, however, that such reimbursements and expenses shall be within the scope of the City's annual budget and within the City's discretion. The City Manager shall have the discretion to determine authorized organizations and reimbursable expenses for employees, provided such determinations are consistent with these provisions and applicable City policy.

SECTION 32. Not Used

SECTION 33. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 34. Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Los Alamitos at 3191 Katella Avenue, Los Alamitos, California, 90720; and shall be addressed to employees at the address the employee provides to the Personnel Officer.

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

SECTION 35. Repeal. Resolution Nos. 2014-22, 2015-04, 2015-13, and 2016-20 are hereby repealed in their entirety.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Mark Chirco, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 Resolution was adopted at a regular meeting of the City Council held on the 15th day of November, 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

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

Windmera Quintanar , CMC, 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
328	Public Works Supervisor			MONTHLY	5,763.33	6,078.80	6,413.33	6,765.20	7,137.87
				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
				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
385	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
328	Public Works Supervisor			MONTHLY	5,879.47	6,200.13	6,541.60	6,900.40	7,280.00
				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
				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

CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
385 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
328	Public Works Supervisor			MONTHLY	5,997.33	6,324.93	6,671.60	7,039.07	7,425.60
				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
				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
385	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	Administrative Services Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51
430	Recreation & Community Svcs Director			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.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 13B

To: Mayor Mark Chirco & Members of the City Council

Presented By: Chelsi A. Wilson, Administrative Services Manager

Subject: Personnel Changes –City Clerk/Communications Director

SUMMARY

This report outlines the personnel changes and new job description for City Clerk/Director of Communications. Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.

RECOMMENDATION

1. Adopt Resolution No. 2021-28, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTION FOR CITY CLERK/DIRECTOR OF COMMUNICATIONS”; and,
2. Authorize the City Manager to enter into an Employment Agreement for Non-Represented Employee (Executive Management) with Windmera Quintanar for the position of City Clerk/Director of Communications; and,
3. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-05; and,
4. City Attorney Daudt to read title of Ordinance No. 2021-05, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 2.12.020 AND 2.12.030 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE OFFICE OF THE CITY CLERK”.

BACKGROUND

As part of the city wide personnel changes, the City Manager’s Office has identified personnel changes that are desired to increase efficiency and enhance services. This report outlines the proposed change from the current City Clerk position structure to an

augmented City Clerk/Communications Director position.

DISCUSSION

Windmera Quintanar was hired in 2005 and has served as the City Clerk for the past eight years. The Communications Director responsibilities are currently unassigned. The City Clerk's Office unofficially oversees the City's website and social media accounts. Based on Ms. Quintanar's current job duties and level of responsibility involved in overseeing these two departments, it is recommended that the two classifications be officially combined into one position titled City Clerk/Director of Communications with a commensurate pay scale that is 5% above the range associated with the City Clerk.

In addition to approval of City Clerk/Director of Communications job description and employment agreement, Staff recommends approval of an ordinance amending Chapter 2.12 (City Clerk) of the Municipal Code. The proposed ordinance would assign the City Manager responsibility for the day to day management and oversight of the City Clerk. Consistent with the Los Alamitos City Charter, it is being proposed upon recommendation of the city manager, the city clerk shall be appointed by the city council and shall serve at the pleasure of the city manager.

FISCAL IMPACT

The fiscal impact would be approximately \$5,224 (which also includes the associated increase in Medicare and PERS-related costs) on an annualized basis. This has been incorporated into the adopted budget for 2021-22.

Submitted by: Chelsi A. Wilson, Executive Assistant/Benefits Coordinator

Fiscal Impact Reviewed by: Craig Koehler, Director of Finance

Approved by:

*Attachment: 1. Resolution No. 2021-28 - Job Description
2. Employment Agreement for Windmera Quintanar
3. Ordinance No. 2021-04*

RESOLUTION NO. 2021-28

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADOPTING JOB
DESCRIPTION FOR CITY CLERK/DIRECTOR OF
COMMUNICATIONS**

WHEREAS, the job description has been developed for the Full-Time, Non-Represented position; City Clerk/Director of Communications; and,

WHEREAS, the new job description will be effective November 15, 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. The City Council Approves the job description for City Clerk/Director of Communications (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Mark Chirco, 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 Resolution was adopted at a regular meeting of the City Council held on the 15th day of November, 2021, by the following vote, to wit:

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

Windmera Quintanar, MC, City Clerk

CITY OF LOS ALAMITOS
Job Description

CITY CLERK/DIRECTOR OF COMMUNICATIONS

THE POSITION

This position serves as City Clerk and Director of Communications. Directs, manages, supervises and coordinates the programs and activities of the City Clerk's Office; performs statutory and constitutional duties of the City Clerk's Office; records and preserves the actions of the City Council; safeguards all vital, permanent and historic records of the City; provides information and support to the City Council, other departments, and the general public; coordinates municipal elections; and participates as a member of the City's executive management team.

ESSENTIAL JOB FUNCTIONS

City Clerk Duties: Serves as Clerk to the City Council; prepares and coordinates City Council materials and agendas, ensures publication and posting of required notices; attends City Council meetings and records all official proceedings; processes actions adopted by the City Council; ensures compliance with legal requirements pertaining to public meetings; supervises the production of all resolutions and ordinances; and coordinates the publication and maintenance of the City's Municipal Code.

Provides support for City Boards, Commissions and Committees; maintains list of appointed Board, Commission and Committee members and post notices of vacancy; and implements the City Council's policies and procedures for recruitment and appointment of board and commission members.

Coordinates and conducts municipal elections; manages the receipt and processing of petitions relating to initiatives, recalls and referendums; ensure conformance with applicable federal, state and local laws; provides information from the Secretary of State and/or Fair Political Reform Act filing requirements to candidates in municipal elections; serves as the filing officer for the Fair Political Practices Commission and administers candidate filing; administers the City's Conflict of Interest Code; maintains documents for public inspection; and administers and files oaths of office and allegiance.

Serves as the custodian of official City records; oversees and manages the City-wide records management program and document imaging system; supervises the maintenance, filing, recording and safekeeping of documents; supervise the storage and protection of the City's permanent records.

Maintains official City contracts and agreements; coordinates and supervises the publication of legal notices; receives and processes public information requests; and receives and conducts formal bid openings.

Manages and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers department policies and procedures; plans, directs, coordinates and reviews the work of staff; and oversees and participates in the development and administration of the City Clerk's Office annual budget.

Attends and participates in professional group meetings; and stays abreast of new trends, innovations and laws in the field of records and elections, and in the profession of City Clerk.

Communications Duties: Supervises and performs complex, professional level community relations and general public information activities; continually develops methods and techniques for accomplishing improved communication between the City and the general community, special targeted audiences, the media and other governing entities.

Develops, plans, implements and maintains public information programs; monitors the effectiveness of the programs; prepares recommendations on alternatives and priorities and makes changes as appropriate, works with community government and media representatives in the development of outreach programs.

Develops news media campaigns and strategies; manages media relations, community relations, liaisons with other agencies, public groups, citizens' committees and other interested parties regarding the City's public information issues; write articles, reports and scripts for a wide variety of audiences.

Oversees content for the City's webpage, social media and other materials published regularly. Reviews and approves content and design for all department's fliers, brochures, postcards and community relations outreach efforts.

Prepares and directs the preparation of a variety of written correspondence, speeches, Council proclamations and resolution, reports, procedures, press releases, media alerts and other written materials.

Develops Requests for proposals and solicits informal/formal bidding procedures and makes recommendations. Performs related duties as required by the City Council and City Manager.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

The following guidelines are recommended in order to successfully perform the assigned duties. Any combination of the education and experience guidelines may be considered qualifying depending on the needs of the position. Knowledge and ability guidelines are expected upon entry or may be learned within a short period of time. Additional licenses and certificates may be required as described below.

Knowledge of operations, services, and activities of a City Clerk's Office; and organization and function of City government. Pertinent federal, state, and local laws, codes, and regulations including election laws and procedures, Political Reform Act requirements, open meeting laws and procedures, Conflict of Interest Code reporting requirements, and Public Records Act requirements. Principles and practices of municipal budget preparation and administration. Principles of supervision, training and performance evaluation. English usage, spelling, grammar, syntax, punctuation, and business math; and principles and practices of business correspondence. Modern office procedures, methods and computer equipment including new technologies used to automate systems; and principles and practices of document imaging systems and processes.

Ability to provide excellent customer service and to maintain excellent working relations with the City Council; members of City Boards, Commissions and Committees; City staff; members of the media; and members of the community. Communicate effectively, both orally and in writing. Effectively utilize software applications to deliver services in an efficient manner. Interpret and apply federal, state and local laws, regulations and policies. Use good judgment in implementing direction from the City Council and City Manager. Work independently, manage and organize multiple projects, meeting all deadlines. Efficiently manage Department staff, budget and resources to accomplish the work of the Department and to meet goals and objectives. Move and transport boxes weighing up to 20 pounds. Requires regular attendance at City Council meetings, which generally occur during evening hours. Dates and times for City Council meetings are subject to change at the pleasure of the City Council.

DESIRABLE EXPERIENCE AND TRAINING

Education and Experience: Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, records management or a related field. Five years of increasingly responsible experience in a City Clerk's Office or equivalent experience in a similar government entity. At least three years of the required experience must have included administrative and supervisory responsibility. Additional relevant experience may be considered in lieu of the required Bachelor's degree.

Licenses/Certificates: Designation as a Certified Municipal Clerk (CMC) by the International Institute of Municipal Clerks is highly desirable. Commission as a Notary Public in the State of California within six months of appointment. Possession of a valid California Driver License.

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 15 day of November, 2021 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Windmera Quintanar (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for City Clerk/Director of Communications. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as City Clerk/Director of Communications for the City of Los Alamitos, and Employee desires to accept employment as City Clerk/Director of Communications. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Development Services Director of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City and will be under the day-to-day supervision and direction of the City Manager.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law. The obligations of the City and Employee under this section shall survive the termination of this Agreement.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on November 15, 2021, ("Effective Date"), and shall continue until terminated by either Party.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate this Agreement at any time, with or without cause, subject to the Termination provisions of this Agreement. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to three (3) months' base salary (as described in Section 3.3 below) ("Severance Payment"). The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City, City Manager, and City Council members individually and collectively ("Separation Agreement and General Release"). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave pursuant to City policy.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire,

the City Manager may suspend him/her from duty, but his/her base salary shall continue for thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.2.7 Government Code Provisions. In accordance with Government Code sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code section 53243.4, Employee shall fully reimburse City for such monies paid. These provisions shall survive termination of this Agreement.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step E of Range A to E, Tier 1 of the Resolution 2021-25 Regarding Salary and Benefits for Non-Represented Employees (“Salary and Benefits Resolution”). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720
 ATTN: City Manager

EMPLOYEE: Windmera Quintanar
 [mailing address on file with Administrative Services
Manager]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as Development Services Director.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By:

Chester C. Simmons, City Manager

EMPLOYEE

By:

Windmera Quintanar

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 2.12.020 AND 2.12.030 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE OFFICE OF THE CITY CLERK

WHEREAS, pursuant to section 802 of Article VIII of the Los Alamitos City Charter, the City Clerk shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution; and,

WHEREAS, Chapter 2.12 of Title 2 of the Los Alamitos Municipal Code defines the responsibilities, powers and duties of the City Clerk.

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

SECTION 1. Paragraph I of Section 2.12.020 of Chapter 2.12 (City Clerk) of Title 2 (Administration and Personnel) of the Los Alamitos Municipal Code is hereby amended to read as follows (additions in underline; deletions in ~~strikethrough~~):

2.12.20 Powers and duties.

I. Perform such other duties consistent with ~~the City Charter~~ this code as amended from time to time, and as may be required ~~or granted by ordinance or resolution of the city council~~ by the city manager.

SECTION 2. Section 2.12.030 of Chapter 2.12 (City Clerk) of Title 2 (Administration and Personnel) of the Los Alamitos Municipal Code is hereby amended to read as follows (additions in underline; deletions in ~~strikethrough~~):

2.12.30 Appointment—~~Removal from office~~.

A. Upon recommendation of the city manager, the city clerk shall be appointed by the city council and shall serve at ~~its~~ the pleasure of the city manager. The appointment of the city clerk shall be by resolution of the city council.

B. ~~At any time the city clerk may be removed at a regular meeting of the city council and upon the affirmative votes of a majority of the members of the city council. At least thirty (30) days prior to the effective date of his removal, the city clerk shall be furnished with a written notice stating the council's intention to remove him and the reasons therefor. Within seven (7) days after receipt of such~~

~~notice, the city clerk may by written notification to the mayor request a public hearing before the city council, in which event the council shall fix a time for a public hearing which shall be held at its regular meeting place before the expiration of the thirty (30) day period above referred to. The city clerk shall appear and be heard at such hearing. After furnishing the city clerk with written notice of his intended removal, the city council may suspend him from duty. In removing the city clerk, the city council shall use its uncontrolled discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the city council and the city clerk to present to each other and to the public all pertinent facts prior to the final action of removal.~~

SECTION 3. 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 4. 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 13th day of December, 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, CMC, 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 Ordinance No. 2021-05 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of November, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 13th day of December, 2021, 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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 13C

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Michael S. Daudt, City Attorney

Subject: Resolution No. 2021-32 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2021

SUMMARY

The City Council evaluated the City Manager's performance during closed session on November 8, 2021. Pursuant to the City Manager's Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance based incentive bonus, which may be awarded at the sole discretion of the City.

RECOMMENDATION

Adopt Resolution No. 2021-32, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2021".

Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.

BACKGROUND

On January 21, 2020, the City Council and Chester C. Simmons entered into an Employment Agreement for Non-Represented Employee (City Manager) ("Employment Agreement"), which is incorporated herein by this reference. Section 3.3.3 of the Employment Agreement provides that the City Manager may be entitled to up to a two percent (2%) performance based incentive bonus at the end of each calendar year. Any such award is made in the sole and absolute discretion of the City Council.

DISCUSSION

The City Council evaluated City Manager Simmons' performance and compensation during closed session on November 8, 2021 and provided direction concerning the performance based incentive. The City Council has determined that the City Manager has met or exceeded expectations during the 2021 calendar year and is therefore eligible for an annual performance based incentive.

Per the Employment Agreement, the City Council is required to evaluate the performance of the City Manager prior to the close of the calendar year.

The City Council desires to award a two percent (2%) 2021 performance based incentive bonus, totaling three thousand seven hundred and ninety-two dollars (\$3,868.00), as reflected in Resolution No. 2021-32. This performance based incentive bonus shall be provided as a lump sum payment and shall not be added to the City Manager's base salary.

FISCAL IMPACT

Sufficient funds are available in the Fiscal Year 2021/2022 Budget to account for the aforementioned performance based incentive bonus.

Prepared by: Michael S. Daudt, City Attorney
Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution No. 2021-32

RESOLUTION NO. 2021-32**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY
MANAGER A PERFORMANCE BASED INCENTIVE
BONUS FOR CALENDAR YEAR 2021**

WHEREAS, on January 21, 2020, the City Council and Chester C. Simmons entered into that certain City of Los Alamitos Employment Agreement for Non-Represented Employee (City Manager) ("Employment Agreement"), which is incorporated herein by this reference; and,

WHEREAS, Section 3.3.3 of the Employment Agreement provides that the City Manager may be entitled to up to a two percent (2%) performance based incentive bonus at the end of each calendar year; and,

WHEREAS, pursuant to Government Code Sections 54957(b)(1) and 54957.6, the City Council convened in closed session on November 8, 2021 to evaluate the City Manager's performance and compensation; and,

WHEREAS, the City Council has determined that the City Manager has met or exceeded expectations during the 2021 calendar year and is therefore eligible for a performance based incentive bonus.

**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 Manager is hereby awarded a two percent (2%) performance based incentive bonus totaling three thousand eight hundred and sixty-eight dollars (\$3,868.00) for the period of January 21, 2021 to December 31, 2021. This performance based incentive bonus shall be provided as a lump sum payment and shall not be added to the City Manager's base salary.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Mark A. Chirco, 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 15th day of November, 2021, by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 13D

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Non-profit Grant Program for Food Insecurities

SUMMARY

The City of Los Alamitos will receive \$70,000 from the Orange County Board of Supervisors in order to provide meals to those facing food insecurities in the Second District due to the COVID-19 public health emergency.

RECOMMENDATION

1. Authorize the creation of a Non-profit Grant Program for Food Insecurities; and,
2. Approve the allocation of \$70,000 for the creation of a Non-profit Grant Program for Food Insecurities with ARPA funds received from the Orange County Board of Supervisors; and,
3. Authorize the City Manager to enact the proposed funding options for the City of Los Alamitos Non-profit Grant Program for Food Insecurities and execute any needed documents to enact the program.

BACKGROUND

As a result of the COVID-19 pandemic, many families and individuals have been impacted, especially those with food insecurities. In response, the Orange County Board of Supervisors has allocated \$10 million of its American Rescue Plan Act of 2021 (ARPA) allotment, for meal gap support initiatives. Pursuant to the authority delegated by the Orange County Board of Supervisors, a share will be distributed to each city located in District 2 based on overall district population. Los Alamitos will receive \$70,000 for the creation of a non-profit grant program for food insecurities. While this is welcomed news, there is a time constraint attached to this grant funding, requiring that all of the funds are expended by December 31st, 2021.

DISCUSSION

Since the beginning of the pandemic, the City of Los Alamitos has been aggressively enacting programs and projects aimed at lessening the burden and impacts of the pandemic on our residents and businesses. In July 2020, the City of Los Alamitos distributed business grants as part of the City's Emergency Relief Small Business Grant Program. Most recently, the City also enacted a number of different economic development programs, such as Los Al Bucks, to further support our business community and the local economy.

Due to the pandemic, many families have felt the impact of food insecurities and have turned to local non-profit organizations for aid. In an effort to build on the successes that our local non-profits have had in filling this need, staff is proposing a grant program that will assist non-profit organizations during the upcoming holiday season to support families and individuals.

The proposed Non-profit Grant Program for Food Insecurities Program would assist non-profit organizations with purchasing goods and supplies for food distribution during the holidays. Under the proposed program, qualified Los Alamitos non-profits would be eligible to apply for a \$5,000 grant to assist with these efforts on a "first-come, first-served" basis. Non-profits would be required to meet the eligibility criteria listed below in order to qualify for the grant program.

The following grant eligibility criteria are proposed by Staff:

1. Non-profits/churches based in Los Alamitos with part of their mission to providing goods and services for food insecurities to benefit those in need.
2. The non-profit must be a participating non-profit organization of Serve Los Al committee in good standing with a large majority of population served in Los Alamitos with a mission to provide good and services for food insecurities to benefit those in need.

In addition to the City's non-profits, staff is also recommending that a portion of the available grant funding be used in order to provide direct support to military families in need and those households that participate in the City's Senior Grocery Program. This element of the program would set aside \$8,000 of the available grant funding in order to purchase and distribute grocery gift cards to those in need. \$4,000 worth of the \$50 grocery gift cards would be reserved for up to 80 military families as part of the Bob Hope USO holiday assistance program. The City's Senior Grocery Program recipients will also receive \$4,000 worth of \$50 grocery gift card for 80 households to use to purchase food for the holidays. These will be distributed in partnership with the Bob Hope USO and the City's senior programs staff.

FISCAL IMPACT

The funding for this program is available due to the acceptance of the COVID-19 related ARPA funding from the Orange County Board of Supervisors. There is no impact on the City's General Fund.

Submitted by: Emeline Noda, Director of Recreation & Community Services

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 15, 2021

ITEM NUMBER: 13E

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: 501(c)(3) Non-profit City of Los Alamitos Foundation

SUMMARY

This agenda item provides an opportunity to discuss details of establishing a City of Los Alamitos Foundation.

RECOMMENDATION

1. Discuss the name of a City Foundation; and,
2. Provide direction to Staff on the process to select Board Members for a City Foundation and assign Board positions; and,
3. Provide feedback to Staff on recommendations on Board membership and Bylaws.

BACKGROUND

At the October 18, 2021 City Council meeting, Council gave direction to Staff to begin the process of establishing a City Foundation.

A City Foundation typically partners with a city by providing financial support to enhance services beyond the capabilities of local tax revenues by doing the following:

- Solicit funds in support of facilities, programs, and services.
- Offer a tax deduction to donors for contributions.
- Apply for grants that are not available to government agencies.

A City Foundation can assist in enhancing and supplementing the City of Los Alamitos revenues to enhance City-wide services and/or update facilities and infrastructure. Staff has found that there are many grants that require the recipient to be from a non-profit organization. A City Foundation would allow for additional funding possibilities.

DISCUSSION

The purpose of this agenda item is to discuss the following:

- 1) A name for the City Foundation
 - a. Suggestions include (not limited to):
 - i. City of Los Alamitos Foundation
 - ii. Los Alamitos City Foundation
 - iii. Los Alamitos Community Foundation
 - iv. Los Alamitos Neighborhood Foundation
- 2) Establish a process to select Board Members and assign Board positions
- 3) Review Staff recommendations for Board membership and Bylaws

Proposed Board Membership Structure and Bylaws Recommendations

- A maximum amount of nine (9) total voting Board Members:
 - Five (5) representing the City districts (one member/resident per district)
 - Two (2) members representing business community (residency not required)
 - Two (2) City Council members (residents)
- City staff serving as an Ex-Officio Board Members (no voting status) can represent various departments and be available to provide input or education on projects or programs.
- Individual donations can be designated towards a particular CIP Project or City program/service in any Department.
- Include language in the Bylaws that in the event the Foundation goes dormant, that remaining funds be made available and deposited to the City of Los Alamitos to offset General Fund expenditures.
- Leave open the opportunity to hire Foundation staff members or work with contractors in the future to implement Foundation events or to pursue grants as needed/requested.
- Staff will move forward with creating a City Foundation Board Member application and contact the company that assists to establish non-profits to begin the filing process.

Fiscal Impact

The cost to establishing a City of Los Alamitos Foundation if City Council desires to do so is less than \$5,000. If the Foundation is established, funds raised by the Foundation would go directly to offset the expenses of the City of Los Alamitos.

Submitted by: Emeline Noda, Director of Recreation & Community Services

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager