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

# CITY COUNCIL AGENDA
# ADJOURNED REGULAR MEETING

## Monday, November 14, 2022 – 5:30 PM

**SAFETY ALERT – NOTICE REGARDING COVID-19**

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

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

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

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

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

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

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

### 1. CALL TO ORDER

### 2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby

Council Member Chirco
Council Member Murphy
Council Member Nefulda

## 3. CLOSED SESSION

### A. Public Employee Performance Evaluation

Title: City Manager
Authority: Government Code Section 54957

### B. Conference with Legal Counsel - Anticipated Litigation

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

## 4. PLEDGE OF ALLEGIANCE

Council Member Nefulda will lead the Pledge of Allegiance.

## 5. INVOCATION

Council Member Chirco will give the Invocation.

## 6. PRESENTATIONS

### A. Presentation of a Proclamation to Blaire Pietrini of Pietrini Pizza Napoletana 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.

## 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

### A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period October 4, 2022 to October 31, 2022.

Recommendation:

Ratify the Warrants for the period from October 4, 2022 to October 31, 2022 in the amount of $2,318,840.80.

**Roll Call**

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Chirco
Council Member Murphy
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 (Administration)

Approve the City Council Minutes for the Regular meeting of October 17, 2022 and the Special meeting of October 24, 2022.

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

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

Recommendation:

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

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,

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

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

### C. Treasurer's Quarterly Investment Report - September 2022 (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 2022.

### D. Addition of Authorized Officers and Employees of the City to Examine Confidential Sales or Transactions and Use Taxes (Finance)

The original agreement with California Department of Tax and Fee Administration

(CDTFA) was entered into in 1989 for the Bradley-Burns Tax. An additional agreement with CDTFA, Ordinance 2020-06, for Transactions and Use Tax, was completed on July 27, 2020. The new agreement will supersede all previous agreements entered into with CDTFA and will incorporate both sales or transactions and use tax records. The item proposes to add authorized officers and employees of the City to examine Confidential Sales or Transactions and Use Taxes collected by CDTFA Pursuant to existing contracts.

Recommendation:

Adopt Resolution No. 2022-32, entitled "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS"

**E. Personnel Changes Related to Aquatics Programming (Recreation)**

This report outlines personnel changes for the Recreation and Community Services Department for an expansion to aquatic programming.

Recommendation:

Adopt Resolution No.2022-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS FOR LIFEGUARD, WATER SAFETY INSTRUCTOR I, AND SR. LIFEGUARD/WATER SAFETY INSTRUCTOR II".

**F. Approval of the Request for Proposals (RFP) 2022-04 and Authorization to Bid for Building and Safety Services (Development Services)**

This item facilitates the solicitation of bids for contractual services to provide Building & Safety services, including building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

Recommendation:

1. Approve the Request for Proposals (RFP) 2022-04 for Building & Safety services, and;

2. Authorize staff to advertise and solicit bid proposals.

**G. Approval of the Request for Proposals (RFP) 2022-05 and Authorization to Bid for City Engineering and Traffic Engineering Services (Development Services)**

This report facilitates the solicitation of bids for contractual services to provide City Engineering and Traffic Engineering services.

Recommendation:

1. Approve the Request for Proposals (RFP) 2022-05 for City Engineering and Traffic Engineering services, and;

2. Authorize staff to advertise and solicit bid proposals.

**H. Approval of the Request for Proposals (RFP) 2022-03 for the Installation/Upgrade of the City's Access Control System (Development Services)**

This item facilitates the solicitation of bids to provide services for the installation and/or upgrade of an existing access control system for specified City facilities.

Recommendation:

1. Approve the Request for Proposals (RFP) 2022-03 for the installation/upgrade of the City's Access Control System, and;

2. Authorize staff to advertise and solicit bid proposals.

**I. Award of Professional Services Agreement (PSA) with Hirsch & Associates, Inc. for Sterns Park Improvement Project for Project Management Services (Development Services)**

On October 20, 2022, staff received and reviewed bids to the City's Request for Proposals (RFP) 2022-02 Sterns Park Improvement for Project Management Services. This item is to award the bid for Hirsch & Associates, Inc. in the amount not to exceed $304,031.72.

Recommendation:

1. Award the bid for RFP 2022-02; and,

2. Authorize the Mayor to execute the Professional Services Agreement with Hirsch & Associates, Inc., for Project Management Services with a maximum contract amount of $304,031.72 for a period of fourteen (14) months, ending on December 31, 2023.

**J. Amendment No. 2 to Professional Services Agreement (PSA) with North Star Land Care for Annual Park and Landscape Maintenance Services (Development Services)**

This item seeks approval of Amendment No. 2 with North Star for annual citywide park and landscape maintenance services (citywide).

Recommendation:

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with North Star Land Care for a one (1) year term ending on January 19, 2024, for annual citywide park and landscape maintenance services.

**K. Amendment No. 2 to Professional Services Agreement (PSA) with Joncowest LLC for Janitorial Services (Development Services)**

This item seeks approval of Amendment No. 2 with Joncowest LLC for Janitorial Services for City facilities.

Recommendation:

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Joncowest LLC for a six (6) month term ending on August 31,

2023, for janitorial services for City facilities.

## 12. PUBLIC HEARING

### A. 2022 Building Standards Code and Fire Code Adoption (Development Services)

The State's Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. Every three years the State of California adopts model building codes. The 2022 California Building Standards Code will take effect on January 1, 2023. The City is charged with adopting local amendments necessary for local conditions before the end of the year in order for the amendments to be effective. The attached Ordinances implement the adoption.

Recommendation:

1. Open the Public Hearing and take testimony: and,

2. Adopt Ordinance No. 2022-05, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS,CALIFORNIA, AMENDING CHAPTER 15.04 OF TITLE 15 OF THE LOSALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THECALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OFREGULATIONS, TITLE 24) CONSISTING OF: THE 2022 CALIFORNIAADMINISTRATIVE CODE; THE 2022 CALIFORNIA BUILDING CODE,INCLUDING APPENDIX J; THE 2022 CALIFORNIA RESIDENTIAL CODE,INCLUDING APPENDICES AX; THE 2022 CALIFORNIA ELECTRICALCODE; THE 2022 CALIFORNIA MECHANICAL CODE; THE 2022CALIFORNIA PLUMBING CODE; THE 2022 CALIFORNIA ENERGY CODE;THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA GREENBUILDING STANDARDS CODE; AND THE 2022 CALIFORNIAREFERENCED STANDARDS CODE, TOGETHER WITH CERTAINAMENDMENTS, ADDITIONS, AND DELETIONS; AND ADOPTING THE 2021INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2021INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITHCERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS"; and,

3. Adopt Ordinance No. 2022-06, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE TITLE 15 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THE CALIFORNIA CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS".

## 13. DISCUSSION ITEM

### A. Resolution 2022-31 - Minimum Wage Increase (Finance)

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2023.

Recommendation:

Adopt Resolution No. 2022-31, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2023 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2021-27".

**B. PERS Unfunded Actuarial Liability (UAL) (Finance)**

Since the adoption of the City’s Fiscal Sustainability Plan, the Budget Standing Committee and the Los Alamitos City Council have been exploring different methods of maximizing investment opportunities that result in net savings to the City’s residents. This item provides Council the opportunity to discuss the City's PERS Unfunded Actuarial Liability (UAL), Consideration of Possible early Funding Options, and Draft Unfunded Liability Pay-Down Policy.

Recommendation:

1. Review and discuss the information in connection with the PERS Unfunded Actuarial Liability (UAL), consideration of early funding options, and draft funding policy; and,

2. Adopt Resolution No. 2022-33, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE PERS UNFUNDED ACCRUED LIABILITY PAY-DOWN FUNDING POLICY DATED NOVEMBER 2022"; and/or,

3. Provide direction to Staff.

**C. Date Change for the July Fireworks Spectacular (Recreation)**

This report provides a general overview of adjusting the annual 4th of July Fireworks Spectacular event to be held July 3 moving forward.

Recommendation:

Direct Staff to change the event date for the Fireworks Spectacular to July 3, beginning in 2023.

## 14. ORDINANCE

**A. Ordinance No. 2022-07 - Regulation and Sale of Fireworks (Administration)**

This report provides the Council with an opportunity to discuss the potential use of safe and sane fireworks on the 4th of July, as well as their potential regulation and sale.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2022-07, and set for adoption; and,

2. City Attorney Daudt read the title of Ordinance No. 2022-07, entitled “AN

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 5.60 (FIREWORKS) TO TITLE 5 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE REGULATION AND SALE OF FIREWORKS".

## 15. ADJOURNMENT

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

Windmera Quintanar, MMC, City Clerk
Dated: November 9, 2022

# CITY OF LOS ALAMITOS
# A/P Warrants
# November 14, 2022

**To Ratify**

| Pages: | | | | |
|---|---|---|---|---|
| 1-5 | $ | 242,640.41 | Warrant | 10/12/2022 |
| 6 | $ | 21,008.78 | Advanced Warrant | 10/17/2022 |
| 7-11 | $ | 1,268,328.08 | Warrant | 10/19/2022 |
| 12-15 | $ | 38,784.79 | Advanced Warrant | 10/24/2022 |
| 16 | $ | 41,640.95 | Advanced Warrant | 10/26/2022 |
| 17 | $ | 9,026.78 | November Retirees | 11/03/2022 |
| 18 | $ | 202,831.85 | Payroll | 10/14/2022 |
| 19 | $ | 109,869.38 | Benefits & Withholdings | 10/14/2022 |
| 20 | $ | 202,064.55 | Payroll | 10/28/2022 |
| 21 | $ | 182,645.23 | Benefits & Withholdings | 10/28/2022 |
| Grand Total | $ | 2,318,840.80 | | |

**The attached Warrant Register containing checks and electronic funds transfers for the period from October 4, 2022 to October 31, 2022, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.**

**Statement:**

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

**Certified by Craig Koehler, Finance Director**

**this 7th day of November, 2022**

WARRANT 10/12/22

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| 24/7 EVENT SERVICES, INC. | STREET FAIR SECURITY | GENERAL FUND | SPECIAL EVENTS | 4,962.00 |
| | | | TOTAL: | 4,962.00 |
| ADMINSURE | WC CLAIM ADMIN 8/2022 | SELF INSURANCE TRU | INSURANCE | 411.78 |
| | | | TOTAL: | 411.78 |
| AMERICAN RENTALS | CONCRETE-TRIP HAZARD | GENERAL FUND | STREET MAINTENANCE | 547.90 |
| | STUMP GRIND RENTAL | GENERAL FUND | STREET MAINTENANCE | 437.51 |
| | BOBCAT RENTAL | GENERAL FUND | STREET MAINTENANCE | 343.75 |
| | TRAILER RENTAL | GENERAL FUND | STREET MAINTENANCE | 387.38 |
| | CONCRETE-GREEN ST REPAINT | GENERAL FUND | STREET MAINTENANCE | 367.01 |
| | | | TOTAL: | 2,083.55 |
| ANDERSON ELECTRICAL & LIGHTING SERVICE | OAK FIELD LIGHTS REPAIR | GENERAL FUND | SPORTS | 3,820.00 |
| | | | TOTAL: | 3,820.00 |
| BRENT ARNOLD | MEAL REIMBURSEMENT | GENERAL FUND | INVESTIGATION | 15.19 |
| | | | TOTAL: | 15.19 |
| CANON FINANCIAL SERVICES, INC. | PRINTER USAGE AUG22 & SEPT | GENERAL FUND | RECREATION ADMINISTRAT | 512.87 |
| | | | TOTAL: | 512.87 |
| JHM SUPPLY, INC. | REPAIR PARTS | GENERAL FUND | STREET MAINTENANCE | 140.38 |
| | | | TOTAL: | 140.38 |
| CHARLES ABBOTT ASSOCIATES, INC. | PROF SRVCS-CONSULTANT | GENERAL FUND | COMMUNITY DEVEL ADMIN | 2,660.00 |
| | BUILDING SAFETY SRVCS AUG2 | GENERAL FUND | BUILDING INSPECTION | 32,409.75 |
| | | | TOTAL: | 35,069.75 |
| CLEANSTREET | AUG 2022 STREET SWEEPING | GENERAL FUND | STREET MAINTENANCE | 9,463.99 |
| | | | TOTAL: | 9,463.99 |
| COUNTY OF ORANGE TREASURER-TAX | NPDES COST SHARE FY22/23 | GENERAL FUND | NPDES | 225.88 |
| | | | TOTAL: | 225.88 |
| DATA TICKET, INC. | REFUND-LOS ALAMITOS PARKIN | GENERAL FUND | NON-DEPARTMENTAL | 100.00 |
| | CITATION PROCESSING AUG22 | GENERAL FUND | TRAFFIC | 1,192.90 |
| | CODE ENF. CITATION PROC JU | GENERAL FUND | NEIGHBORHOOD PRESERVAT | 19.00 |
| | | | TOTAL: | 1,311.90 |
| DOOLEY ENTERPRISES, INC. | AMMO PURCHASE | GENERAL FUND | PATROL | 2,866.15 |
| | | | TOTAL: | 2,866.15 |
| EAGLE AERIAL SOLUTIONS | | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | 1,802.63 |
| | | | TOTAL: | 1,802.63 |
| ELITE SPECIAL EVENT, INC. | STREET FAIR LASER TAG | GENERAL FUND | SPECIAL EVENTS | 2,000.00 |
| | | | TOTAL: | 2,000.00 |
| EMPLOYMENT DEVELOPMENT DEPT. | UNEMPLOY INS JUL22-SEPT22 | SELF INSURANCE TRU | INSURANCE | 1,479.17 |
| | | | TOTAL: | 1,479.17 |
| ENRIQUE VILLEGAS PADILLA | PD SAFETY FILM INSTALLATIO | GENERAL FUND | BUILDING MAINTENANCE | 650.00 |
| | | | TOTAL: | 650.00 |
| ENTERPRISE FM TRUST | MONTHLY LSE CHARGES-SEPT22 | GARAGE FUND | GARAGE | 29,966.31 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | | | TOTAL: | 29,966.31 |
| INTEGRITY NEWSPAPER INC. | PUBLIC NOTICE-#122961 | GENERAL FUND | PLANNING | 255.00 |
| | PUBLIC NOTICE-#123092 | GENERAL FUND | PLANNING | 710.00 |
| | | | TOTAL: | 965.00 |
| EVERBRIDGE, INC. | NIXLE ENGAGE & SETUP | GENERAL FUND | COMMUNICATIONS TECHNOL | 4,000.00 |
| | | | TOTAL: | 4,000.00 |
| FIVE ELEMENTS CONSULTING GROUP LLC | WOMEN'S CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 1,000.00 |
| | | | TOTAL: | 1,000.00 |
| GANAHL LUMBER COMPANY | SAFETY WEAR | GENERAL FUND | STREET MAINTENANCE | 72.71 |
| | GRAFFITI SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 57.28 |
| | GRAFFITI SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 18.55 |
| | SAFETY GLOVES | GENERAL FUND | STREET MAINTENANCE | 9.82 |
| | PAINT-PARK RESTROOM DOORS | GENERAL FUND | PARK MAINTENANCE | 36.23 |
| | BUNGEES FOR BANNERS | GENERAL FUND | PARK MAINTENANCE | 11.44 |
| | PAINT SUPPLIES | GENERAL FUND | BUILDING MAINTENANCE | 85.09 |
| | PAINT SUPPLIES-POLICE DEPT | GENERAL FUND | BUILDING MAINTENANCE | 158.23 |
| | SUPPLIES | GENERAL FUND | BUILDING MAINTENANCE | 31.10 |
| | PAINTING SUPPLIES | GENERAL FUND | BUILDING MAINTENANCE | 321.81 |
| | ADHESIVE-PD BASE BOARD | GENERAL FUND | BUILDING MAINTENANCE | 16.56 |
| | | | TOTAL: | 818.82 |
| KRISTIN DIMICELI | WOMEN'S CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 500.00 |
| | | | TOTAL: | 500.00 |
| GMT | INSTALL-TEST INDOOR APS | GENERAL FUND | BUILDING MAINTENANCE | 1,265.00 |
| | | | TOTAL: | 1,265.00 |
| GOLDEN STATE WATER COMPANY | WATER-10482 SIERRA CIRCLE | GENERAL FUND | STREET MAINTENANCE | 62.35 |
| | | | TOTAL: | 62.35 |
| GOVERNMENT FORMS AND SUPPLIES LLC | STAMP DATER | GENERAL FUND | ADMINISTRATION | 77.25 |
| | | | TOTAL: | 77.25 |
| HI-WAY SAFETY, INC. | NEW SIGNAGE REPLACEMENT | GENERAL FUND | STREET MAINTENANCE | 1,308.67 |
| | | | TOTAL: | 1,308.67 |
| JCL TRAFFIC SERVICES | STREET CLOSURES-RACE LOS A | GENERAL FUND | SPECIAL EVENTS | 3,850.00 |
| | MESSAGE BOARD-RACE LOS AL | GENERAL FUND | SPECIAL EVENTS | 4,600.00 |
| | | | TOTAL: | 8,450.00 |
| PATTIE PATRICK | JANITORIAL SERVICE-AUGUST | GENERAL FUND | PUBLIC WORKS ADMIN | 6,142.00 |
| | | | TOTAL: | 6,142.00 |
| KESTER CORPORATION | HONDA SENATOR REPAIR PARTS | GENERAL FUND | STREET MAINTENANCE | 353.51 |
| | LITTER PICKER | GENERAL FUND | PARK MAINTENANCE | 100.45 |
| | | | TOTAL: | 453.96 |
| KEVIN & VICKY GARRETT TENNIS, INC. | TENNIS-PEE WEE TUESDAY | GENERAL FUND | SPECIAL CLASSES | 224.25 |
| | TENNIS-YOUTH BEGINNING TUE | GENERAL FUND | SPECIAL CLASSES | 321.75 |
| | TENNIS-YOUTH BEGINNING WED | GENERAL FUND | SPECIAL CLASSES | 286.00 |
| | TENNIS-ADULT BEGINNING WED | GENERAL FUND | SPECIAL CLASSES | 334.75 |
| | TENNIS-YOUTH BEGINNING TH. | GENERAL FUND | SPECIAL CLASSES | 429.00 |

| VENDOR SORT KEY | | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | | TENNIS-YOUTH INTERMEDIATE | GENERAL FUND | SPECIAL CLASSES | 422.50 |
| | | TENNIS-PEE WEE SATURDAY | GENERAL FUND | SPECIAL CLASSES | 334.75 |
| | | TENNIS-YOUTH BEGINNING SAT | GENERAL FUND | SPECIAL CLASSES | 380.25 |
| | | TENNIS-YOUTH INTERMEDIATE | GENERAL FUND | SPECIAL CLASSES | 328.25 |
| | | | | TOTAL: | 3,061.50 |
| KIWANIS CLUB OF LOS ALAMITOS | | KIWANIS MEMBERSHIP FY22/23 | GENERAL FUND | RECREATION ADMINISTRAT | 240.00 |
| | | | | TOTAL: | 240.00 |
| KNIGHT LEADERSHIP SOLUTIONS | | WOMENS CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 500.00 |
| | | | | TOTAL: | 500.00 |
| MEGAN SHIMADA | | MEMORIAL LEI | GENERAL FUND | CITY COUNCIL | 250.00 |
| | | STREET FAIR PHOTO BACKDROP | GENERAL FUND | SPECIAL EVENTS | 400.00 |
| | | | | TOTAL: | 650.00 |
| MISC. VENDOR | MARIA VERONICA M. ENCI | MARIA VERONICA M. ENCISO: | GENERAL FUND | COMMUNITY DEVEL ADMIN | 485.15 |
| | A LA WAFFLE | A LA WAFFLE: REIMB BIKE & | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | FLAME BROILER | FLAME BROILER: REIMB BIKE | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | JIMMY JOHNS GOURMET | JIMMY JOHNS GOURMET: REIMB | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | TACO SURF CANTINA INC | TACO SURF CANTINA INC: REI | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | TEOFILO COFFEE COMPANY | TEOFILO COFFEE COMPANY: RE | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | WENDY'S | WENDY'S: REIMB BIKE & BITE | GENERAL FUND | SPECIAL EVENTS | 200.00 |
| | | | | TOTAL: | 1,685.15 |
| NORM'S AUTOMOTIVE CENTER, INC. | | OIL CHANGE-PD VEHICLE | GARAGE FUND | GARAGE | 54.95 |
| | | | | TOTAL: | 54.95 |
| NORTH STAR LAND CARE | | LANDSCAPE MAINTENANCE 9/22 | GENERAL FUND | PARK MAINTENANCE | 7,079.66 |
| | | LANDSCAPE ADDED MAINT 9/22 | GENERAL FUND | PARK MAINTENANCE | 2,426.00 |
| | | | | TOTAL: | 9,505.66 |
| RUDOLPH WILLIAM NOVOTNY | | ANNOUNCER-RACE LOS AL | GENERAL FUND | SPECIAL EVENTS | 1,200.00 |
| | | | | TOTAL: | 1,200.00 |
| OC SHERIFF'S DEPT TRAINING ACADEMY | | PD ACT TRAINING-KROK LEE F | GENERAL FUND | PATROL | 45.00 |
| | | | | TOTAL: | 45.00 |
| OMEGA INDUSTRIAL SUPPLY, INC. | | GRAFFITI SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 1,089.72 |
| | | | | TOTAL: | 1,089.72 |
| OUR LOS AL | | MANAGEMENT SRVCS SEPT-OCT | GENERAL FUND | CITY COUNCIL | 833.34 |
| | | MANAGEMENT SRVCS SEPT-OCT | GENERAL FUND | LOS ALAMITOS TV | 1,666.66 |
| | | MANAGEMENT SRVCS SEPT-OCT | LOS ALAMITOS TV | LOS ALAMITOS TV | 1,666.66 |
| | | | | TOTAL: | 4,166.66 |
| P RAD PRINTING | | RACE LOS AL T-SHIRTS | GENERAL FUND | SPECIAL EVENTS | 4,631.25 |
| | | | | TOTAL: | 4,631.25 |
| PENINSULA SEPTIC SERVICE, INC. | | PUMP SEPTIC TANK SERVICE | GENERAL FUND | PARK MAINTENANCE | 535.00 |
| | | | | TOTAL: | 535.00 |
| PETTY CASH | | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 70.06 |
| | | DAY CAMP SUPPLIES | GENERAL FUND | DAY CAMP | 31.75 |
| | | SPORTS LAUNDRY | GENERAL FUND | SPORTS | 20.00 |
| | | YOUTH VOLLEY BALL SUPPLIES | GENERAL FUND | SPORTS | 46.35 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | SUPPLIES-LITTLE CHEF CLASS | GENERAL FUND | SPECIAL CLASSES | 10.97 |
| | SUPPLIES-LITTLE CHEF CLASS | GENERAL FUND | SPECIAL CLASSES | 27.99 |
| | SPECIAL EVENTS | GENERAL FUND | SPECIAL EVENTS | 6.88 |
| | SPECIAL EVENT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 14.26 |
| | SPECIAL EVENT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 15.41 |
| | SPECIAL EVENT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 45.81 |
| | GAS-GENERATOR | GARAGE FUND | GARAGE | 53.63 |
| | GAS-GENERATOR | GARAGE FUND | GARAGE | 52.37 |
| | | | TOTAL: | 395.48 |
| PRECIOUS LIFE SHELTER, INC. | WOMEN'S CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 500.00 |
| | | | TOTAL: | 500.00 |
| QUADIENT FINANCE USA, INC | POSTAGE | GENERAL FUND | FINANCE | 832.53 |
| | | | TOTAL: | 832.53 |
| WILLIAM L. BEEMAN II | STREET FAIR PERFORMANCE | GENERAL FUND | SPECIAL EVENTS | 1,150.00 |
| | | | TOTAL: | 1,150.00 |
| MULTI SERVICE TECHNOLOGY SOLUTIONS, IN | SHOE PURCHASE | GENERAL FUND | STREET MAINTENANCE | 300.00 |
| | SHOE PURCHASES | GENERAL FUND | PARK MAINTENANCE | 47.77 |
| | | | TOTAL: | 347.77 |
| MCLEAN ENTERPRISES, INC. | BUSINESS CARDS | GENERAL FUND | COMMUNITY DEVEL ADMIN | 51.43 |
| | | | TOTAL: | 51.43 |
| SITEONE LANDSCAPE SUPPLY HOLDING, LLC | BACK FILL-CONCRETE PROJECT | GENERAL FUND | STREET MAINTENANCE | 32.80 |
| | BACK FILL-CONCRETE PROJECT | GENERAL FUND | STREET MAINTENANCE | 23.39 |
| | PLANTS-MUSEUM ISLAND | GENERAL FUND | STREET MAINTENANCE | 84.05 |
| | PLANTS-MUSEUM MEDIAN ISLAN | GENERAL FUND | STREET MAINTENANCE | 201.41 |
| | BLOCK-WALL REPAIR SUPPLY | GENERAL FUND | STREET MAINTENANCE | 116.13 |
| | RETURN BLOCK | GENERAL FUND | STREET MAINTENANCE | 7.47 |
| | CONCRETE REPAIR SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 52.86 |
| | CONCRETE REPAIR SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 29.26 |
| | PLANTS PURCHASE | GENERAL FUND | STREET MAINTENANCE | 134.25 |
| | SUN HATS & CAUTION TAPE | GENERAL FUND | STREET MAINTENANCE | 64.18 |
| | CONCRETE-SEPTIC COVER | GENERAL FUND | PARK MAINTENANCE | 81.68 |
| | MAIN LINE REPAIR-CONCRETE | GENERAL FUND | BUILDING MAINTENANCE | 29.26 |
| | | | TOTAL: | 856.74 |
| SOCAL AUTO & TRUCK PARTS INC. | FLEET TRUCK PARTS | GARAGE FUND | GARAGE | 161.36 |
| | | | TOTAL: | 161.36 |
| SOUTHERN CAL ASSOC. OF GOVERNMENTS | ANNUAL DUES FY22/23 | GENERAL FUND | CITY COUNCIL | 1,496.00 |
| | | | TOTAL: | 1,496.00 |
| SPECTRUM SECURITY GROUP, LLC | LOCKSMITH-PW YARD | GENERAL FUND | BUILDING MAINTENANCE | 766.11 |
| | | | TOTAL: | 766.11 |
| SUMMER HARVEST - FOOD FOR KIDS, INC. | WOMEN'S CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 500.00 |
| | | | TOTAL: | 500.00 |
| SUPERIOR PAVEMENT MARKINGS, INC. | RETENTION | GENERAL FUND | NON-DEPARTMENTAL | 3,750.00- |
| | STREET MARKINGS/STRIPING | GENERAL FUND | NON-DEPARTMENTAL | 354.40- |
| | STREET MARKINGS/STRIPING | GENERAL FUND | CAPITAL PROJECTS | 7,088.02 |
| | STREET MARKINGS/STRIPING | GAS TAX | CAPITAL PROJECTS | 75,000.00 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | | | TOTAL: | 77,983.62 |
| TERRA NOVA PLANNING & RESEARCH, INC | HOUSING ELEMENT UPDATE 8/2 | GENERAL FUND | PLANNING | 3,692.88 |
| | | | TOTAL: | 3,692.88 |
| TIME WARNER CABLE | TIME WARNER CABLE SERVICE | GENERAL FUND | ADMINISTRATION | 65.76 |
| | | | TOTAL: | 65.76 |
| TRANSITIONS IN MOTHERHOOD | WOMEN'S CONFERENCE SPEAKER | GENERAL FUND | SPECIAL EVENTS | 500.00 |
| | | | TOTAL: | 500.00 |
| V & V MANUFACTURING, INC. | PD BADGES, ID CASES | GENERAL FUND | PATROL | 1,401.73 |
| | | | TOTAL: | 1,401.73 |
| WAXIE'S ENTERPRISES INC. | MATS-COMMUNITY CENTER | GENERAL FUND | BUILDING MAINTENANCE | 591.02 |
| | MATS-COMMUNITY CENTER | GENERAL FUND | BUILDING MAINTENANCE | 193.33 |
| | | | TOTAL: | 784.35 |
| WEX HEALTH, INC. | FLEX ADMIN SRVCS-AUG22 | GENERAL FUND | FINANCE | 54.00 |
| | | | TOTAL: | 54.00 |
| WORLD TRADE PRINTING COMPANY | STREET FAIR BANNER-PINE ST | GENERAL FUND | SPECIAL EVENTS | 78.30 |
| | MEMORIAL CARE SIGNAGE | GENERAL FUND | SPECIAL EVENTS | 184.88 |
| | GYM COMPETITION BANNER | GENERAL FUND | SPECIAL EVENTS | 348.00 |
| | STREET FAIR SIGNAGE/BANNER | GENERAL FUND | SPECIAL EVENTS | 337.13 |
| | STREET FAIR SCHEDULE BANNE | GENERAL FUND | SPECIAL EVENTS | 157.01 |
| | START/FINISH BANNER | GENERAL FUND | SPECIAL EVENTS | 375.19 |
| | SPECIAL EVENT GENERAL RULE | GENERAL FUND | SPECIAL EVENTS | 143.55 |
| | SPECIAL EVENT WAIVER | GENERAL FUND | SPECIAL EVENTS | 143.55 |
| | SPECIAL EVENT PHOTO WAIVER | GENERAL FUND | SPECIAL EVENTS | 143.55 |
| | | | TOTAL: | 1,911.16 |

| FUND TOTALS | | |
|---|---|---|
| 10 | GENERAL FUND | 131,991.55 |
| 20 | GAS TAX | 75,000.00 |
| 28 | LOS ALAMITOS TV | 1,666.66 |
| 50 | GARAGE FUND | 30,288.62 |
| 53 | TECHNOLOGY REPLACEMENT | 1,802.63 |
| 54 | SELF INSURANCE TRUST | 1,890.95 |
| | GRAND TOTAL: | 242,640.41 |

ADVANCED WARRANT 10/17/22

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| AM-TEC TOTAL SECURITY INC. | SECURITY EQUPT-POLICE #108 | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 21,008.78 |
| | | | TOTAL: | 21,008.78 |

========== FUND TOTALS ==========

| | | |
|---|---|---|
| 56 | AMERICAN RESCUE PLAN ACT | 21,008.78 |
| | GRAND TOTAL: | 21,008.78 |

WARRANT 10/19/22

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| ADMINSURE | WC CLAIMS ADMIN 9/22 | SELF INSURANCE TRU | INSURANCE | 411.65 |
| | | | TOTAL: | 411.65 |
| ALL AMERICAN SIGN COMPANY | GYM CITY LOGOS | GENERAL FUND | COMMUNITY DEVEL ADMIN | 50.81 |
| | CODE CITY DECALS-TOYOTA TR | GARAGE FUND | GARAGE | 125.81 |
| | | | TOTAL: | 176.62 |
| ALLIANT INSURANCE SERVICES, INC. | LIABILITY INS-INSTRUCTORS | GENERAL FUND | COMMUNITY SERVICES | 252.00 |
| | | | TOTAL: | 252.00 |
| AM-TEC TOTAL SECURITY INC. | CAM ERA EQUIP & NETWORK | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 16,249.61 |
| | CAMERA EQUIP & NETWORK | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 10,776.28 |
| | CAMERA EQUOP & NETWORK | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 5,251.56 |
| | | | TOTAL: | 32,277.45 |
| AMERICAN RENTALS | TWO SIDEWALK CONCRETE | GENERAL FUND | STREET MAINTENANCE | 722.07 |
| | CONCRETE FOR SIDEWALK | GENERAL FUND | STREET MAINTENANCE | 362.24 |
| | | | TOTAL: | 1,084.31 |
| ANIMAL PEST MANAGEMENT SERVICES | GOPHER CONTROL-CITY PARKS | GENERAL FUND | PARK MAINTENANCE | 490.00 |
| | | | TOTAL: | 490.00 |
| ASHWORTH ASSOC WHOLESALE JEWELRY MFG I | AWARDS-RACE LOS AL | GENERAL FUND | SPECIAL EVENTS | 2,911.11 |
| | | | TOTAL: | 2,911.11 |
| ASTRA STAGES, LLC | STAGE-EXTRA HARDWARE | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 54.50 |
| | | | TOTAL: | 54.50 |
| BIG TOP RENTALS | STREET FAIR EQUIPMENT | GENERAL FUND | SPECIAL EVENTS | 4,998.64 |
| | | | TOTAL: | 4,998.64 |
| CARUSO FORD LINCOLN | PW TRUCK SIDE MIRROR | GARAGE FUND | GARAGE | 120.42 |
| | | | TOTAL: | 120.42 |
| CHARLES ABBOTT ASSOCIATES, INC. | WQMP REVIEW SRVCS APR22 | GENERAL FUND | NON-DEPARTMENTAL | 1,015.00 |
| | PROFESSIONAL SRVCS SEPT22 | GENERAL FUND | COMMUNITY DEVEL ADMIN | 875.00 |
| | BUILDING SAFETY SRVCS SEP2 | GENERAL FUND | BUILDING INSPECTION | 29,247.38 |
| | | | TOTAL: | 31,137.38 |
| CITY OF LA HABRA | HOMELESS PROG CONTRIBUTION | GENERAL FUND | NON-DEPARTMENTAL | 4,229.00 |
| | | | TOTAL: | 4,229.00 |
| CIVICPLUS, LLC | CIVIC HR PLATFORM SYSTEM | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | 6,969.38 |
| | | | TOTAL: | 6,969.38 |
| COUNTY OF ORANGE | SEWER FEES-MUSEUM | GENERAL FUND | FINANCE | 422.16 |
| | SEWER FEES-COMM CENTER | GENERAL FUND | FINANCE | 4,972.92 |
| | SEWER FEES-PD/CITY HALL | GENERAL FUND | FINANCE | 4,077.18 |
| | | | TOTAL: | 9,472.26 |
| CROSSTOWN ELECTRICAL & DATA, INC. | KATELLA AVE & LEXINGTON DR | GENERAL FUND | STREET MAINTENANCE | 668.00 |
| | KATELLA AV & LOS AL BL AUG | GENERAL FUND | STREET MAINTENANCE | 501.00 |
| | KATELLA AV & LOS AL BL AUG | GENERAL FUND | STREET MAINTENANCE | 501.00 |
| | LOS AL BL & SAUSALITO AUG2 | GENERAL FUND | STREET MAINTENANCE | 175.50 |
| | BLOOMFIELD & BALL AUG22 | GENERAL FUND | STREET MAINTENANCE | 588.82 |
| | LOS AL BL & ORANGEWD AUG22 | GENERAL FUND | STREET MAINTENANCE | 110.01 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | LOS AL BL & FARQUHAR AUG22 | GENERAL FUND | STREET MAINTENANCE | 127.54 |
| | LOS AL BL & BRADBURY AUG22 | GENERAL FUND | STREET MAINTENANCE | 175.50 |
| | BLOOMFLD & KATELLA AUG22 | GENERAL FUND | STREET MAINTENANCE | 175.50 |
| | LOS AL BL & BRADBURY AUG22 | GENERAL FUND | STREET MAINTENANCE | 110.01 |
| | CERRITOS AV & BLOOMFLD AUG | GENERAL FUND | STREET MAINTENANCE | 110.01 |
| | PREVENTATIVE MAINT SEPT22 | GENERAL FUND | STREET MAINTENANCE | 1,470.00 |
| | | | TOTAL: | 4,712.89 |
| DELTA IMPROVCEMENT SERVICES | DEMO-PD STORAGE SHED | GENERAL FUND | BUILDING MAINTENANCE | 1,500.00 |
| | | | TOTAL: | 1,500.00 |
| DEPARTMENT OF CONSERVATION | SMIP FEES-3RD QTR 2022 | GENERAL FUND | NON-DEPARTMENTAL | 924.09 |
| | BUILDING PERMITS | GENERAL FUND | NON-DEPARTMENTAL | 46.20- |
| | | | TOTAL: | 877.89 |
| ECOFERT, INC. | FERTIGATION SRVC-PARKS AUG | GENERAL FUND | PARK MAINTENANCE | 630.00 |
| | FERTIGATION SRVC-PARKS OCT | GENERAL FUND | PARK MAINTENANCE | 630.00 |
| | | | TOTAL: | 1,260.00 |
| GANAHL LUMBER COMPANY | GRAFFITI SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 30.72 |
| | FLEA SPRAY & SUPPLIES | GENERAL FUND | STREET MAINTENANCE | 13.63 |
| | SAFETY SUPPLIES | GENERAL FUND | PARK MAINTENANCE | 16.35 |
| | BUILDING REPAIRS & SUPPLIE | GENERAL FUND | PARK MAINTENANCE | 49.97 |
| | WINDOW TUBING-PD CAR | GARAGE FUND | GARAGE | 19.71 |
| | | | TOTAL: | 130.38 |
| GOLDEN STATE WATER COMPANY | GOLDEN STATE WATER COMPANY | GENERAL FUND | STREET MAINTENANCE | 1,590.45 |
| | GOLDEN STATE WATER COMPANY | GENERAL FUND | PARK MAINTENANCE | 5,454.40 |
| | GOLDEN STATE WATER COMPANY | GENERAL FUND | PARK MAINTENANCE | 8,736.48 |
| | | | TOTAL: | 15,781.33 |
| GOVINVEST | ACCOUNTING SOFTWARE | GENERAL FUND | FINANCE | 21,950.00 |
| | | | TOTAL: | 21,950.00 |
| HARDY & HARPER | RETENTION | GENERAL FUND | NON-DEPARTMENTAL | 938.00- |
| | RETENTION | GENERAL FUND | NON-DEPARTMENTAL | 597.25- |
| | ADA SIDEWALKS | MEASURE M | CAPITAL PROJECTS | 18,760.00 |
| | MEASURE M-10% MATCH CDBG | MEASURE M | CAPITAL PROJECTS | 11,944.97 |
| | | | TOTAL: | 29,169.72 |
| HARRY'S PLUMBING AND DRAINS, INC. | PD LOCKER ROOM-CLEAN OUT | GENERAL FUND | BUILDING MAINTENANCE | 225.00 |
| | | | TOTAL: | 225.00 |
| HDL COREN & CONE | AUDIT SRVCS 2021-22 | GENERAL FUND | FINANCE | 795.00 |
| | | | TOTAL: | 795.00 |
| HI-WAY SAFETY, INC. | STREET SIGN REPLACEMENT | GENERAL FUND | STREET MAINTENANCE | 69.82 |
| | | | TOTAL: | 69.82 |
| PACIFIC SECURED EQUITIES, INC. | WC TPA SERVICES-OCT2022 | SELF INSURANCE TRU | INSURANCE | 1,153.13 |
| | | | TOTAL: | 1,153.13 |
| JENSEN ENTERPRISES INC | OAK FIELD ELEC BOXES | GENERAL FUND | SPORTS | 7,851.74 |
| | | | TOTAL: | 7,851.74 |
| K&S AIR CONDITIONING, INC. | COMM CNTR A/C SRVC-FUSE | GARAGE FUND | GARAGE | 654.60 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | | | TOTAL: | 654.60 |
| KESTER CORPORATION | BLADE SHARPEN | GENERAL FUND | PARK MAINTENANCE | 77.39 |
| | SUPPLIES-CHAINSAW, SUN HAT | GENERAL FUND | PARK MAINTENANCE | 65.23 |
| | | | TOTAL: | 142.62 |
| KIDSGUIDE | ADVERTISING-GLOW RUN | GENERAL FUND | SPECIAL EVENTS | 300.00 |
| | | | TOTAL: | 300.00 |
| LA APPRAISAL SERVICE INC | CLAIM-APPRAISAL SERVICES | SELF INSURANCE TRU | INSURANCE | 95.00 |
| | | | TOTAL: | 95.00 |
| JOSE MARTINEZ DBA LA HERRADURA MOBIL D | PD CAR WASH | GARAGE FUND | GARAGE | 765.00 |
| | PD CAR WASH | GARAGE FUND | GARAGE | 630.00 |
| | RECREATION CAR WASH | GARAGE FUND | GARAGE | 100.00 |
| | DEVELOPMENT SRVCS CAR WASH | GARAGE FUND | GARAGE | 90.00 |
| | ADMIN VEHICLE CAR WASH | GARAGE FUND | GARAGE | 45.00 |
| | PD CAR WASH | GARAGE FUND | GARAGE | 635.00 |
| | JOSPD CAR WASH | GARAGE FUND | GARAGE | 135.00 |
| | RECREATION DEPT CAR WASH | GARAGE FUND | GARAGE | 100.00 |
| | CODE ENFORCMNT CAR WASH | GARAGE FUND | GARAGE | 90.00 |
| | PD CAR WASH | GARAGE FUND | GARAGE | 510.00 |
| | | | TOTAL: | 3,100.00 |
| LOS ALAMITOS AREA CHAMBER OF COMMERCE | HERO'S LUNCHEON 10/4/22 | GENERAL FUND | ADMINISTRATION | 100.00 |
| | HERO'S LUNCHEON 10/4/22 | GENERAL FUND | COMMUNITY DEVEL ADMIN | 100.00 |
| | | | TOTAL: | 200.00 |
| MEGAN SHIMADA | DECORATION-WOMEN'S CONFRNC | GENERAL FUND | SPECIAL EVENTS | 1,860.00 |
| | GOOD MORNING LOS AL DECOR | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 600.00 |
| | | | TOTAL: | 2,460.00 |
| MEMORIAL CARE SELECT HEALTH PLAN | PRE-EMPLOYMENT PHYSICALS | GENERAL FUND | NON-DEPARTMENTAL | 1,228.00 |
| | | | TOTAL: | 1,228.00 |
| MICHAEL BALLIET CONSULTING, LLC | MONITOR-COMPLIANCE ASSIST | GENERAL FUND | NON-DEPARTMENTAL | 3,202.50 |
| | | | TOTAL: | 3,202.50 |
| MISC. VENDOR EDDIE IZARRARAZ | EDDIE IZARRARAZ: REFUND | GENERAL FUND | NON-DEPARTMENTAL | 24.00 |
| EDDIE IZARRARAZ | EDDIE IZARRARAZ: REFUND | GENERAL FUND | NON-DEPARTMENTAL | 16.50 |
| GRACE COMMUNITY CHURCH | SECURITY DEPOSIT REFUND | GENERAL FUND | NON-DEPARTMENTAL | 150.00 |
| LONG BEACH SOCCER | SECURITY DEPOSIT REFUND | GENERAL FUND | NON-DEPARTMENTAL | 100.00 |
| MARIA CRISTINA FOUCH | RECREATION CLASS REFUND | GENERAL FUND | NON-DEPARTMENTAL | 145.00 |
| PATRICIA SOLIS | SECURITY DEPOSIT REFUND | GENERAL FUND | NON-DEPARTMENTAL | 100.00 |
| SOPHIA TSONG | RECREATION REFUND | GENERAL FUND | NON-DEPARTMENTAL | 49.00 |
| VERONICA ANN PALOMINO | RECREATION REFUND | GENERAL FUND | NON-DEPARTMENTAL | 145.00 |
| JIM RICE | MUSIC-GOOD MORNING LOS AL | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 150.00 |
| | | | TOTAL: | 879.50 |
| MV CHENG ASSOCIATES, INC. | ACCT TECH SRVCS-SEPT 2022 | GENERAL FUND | FINANCE | 4,537.50 |
| | | | TOTAL: | 4,537.50 |
| NEWPORT EXTERMINATING | EXTERIOR GENERAL PEST CONT | GENERAL FUND | BUILDING MAINTENANCE | 175.00 |
| | BAIT STATIONS REFILLED | GENERAL FUND | BUILDING MAINTENANCE | 60.00 |
| | BAIT STATIONS REFILLED | GENERAL FUND | BUILDING MAINTENANCE | 60.00 |
| | | | TOTAL: | 295.00 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| NORM'S AUTOMOTIVE CENTER, INC. | OIL CHANGE/FILTER-CODE ENF | GARAGE FUND | GARAGE | 54.95 |
| | A/C TEMP CONTROL-PD VEHICL | GARAGE FUND | GARAGE | 260.61 |
| | REPLACE A/C MOTOR-PW TRUCK | GARAGE FUND | GARAGE | 214.58 |
| | OIL CHANGE/FILTER-PD VEHIC | GARAGE FUND | GARAGE | 49.95 |
| | | | TOTAL: | 580.09 |
| ORANGE COUNTY JUMPERS LLC | INFLATABLES-TRUNK OR TREAT | GENERAL FUND | SPECIAL EVENTS | 1,150.00 |
| | | | TOTAL: | 1,150.00 |
| ORKIN SERVICES OF CALIFORNIA, INC. | PEST CARE-COMM CNTR-SEPT22 | GENERAL FUND | BUILDING MAINTENANCE | 120.00 |
| | | | TOTAL: | 120.00 |
| POWERTRIP RENTALS, LLC | EQUIPMENT-SUMMER CONCERT | GENERAL FUND | SPECIAL EVENTS | 1,639.58 |
| | EQUIPMENT-STREET FAIR | GENERAL FUND | SPECIAL EVENTS | 4,214.31 |
| | EQUIPMENT CREDIT | GENERAL FUND | SPECIAL EVENTS | 610.31- |
| | | | TOTAL: | 5,243.58 |
| R.J. NOBLE COMPANY | RETENTION | GENERAL FUND | NON-DEPARTMENTAL | 45,065.08- |
| | RETENTION | GENERAL FUND | NON-DEPARTMENTAL | 10,484.25- |
| | YR ONE RESIDENTIAL-MEASUR | GENERAL FUND | CAPITAL PROJECTS | 901,301.69 |
| | WOODCRST & CARRIER RW-SB1 | GAS TAX | CAPITAL PROJECTS | 209,684.75 |
| | | | TOTAL: | 1,055,437.11 |
| MCLEAN ENTERPRISES, INC. | BUSINESS CARDS-FINANCE | GENERAL FUND | FINANCE | 51.43 |
| | BUSINESS CARDS | GENERAL FUND | COMMUNITY DEVEL ADMIN | 51.43 |
| | LOS AL BUCK POSTER-ARPA | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 61.29 |
| | | | TOTAL: | 164.15 |
| SITEONE LANDSCAPE SUPPLY HOLDING, LLC | CONCRETE BAG-SIDEWALK WORK | GENERAL FUND | STREET MAINTENANCE | 21.94 |
| | | | TOTAL: | 21.94 |
| SO CAL SANITATION LLC | STREET FAIR EQUIPMENT | GENERAL FUND | SPECIAL EVENTS | 962.44 |
| | | | TOTAL: | 962.44 |
| SOUTHERN CALIFORNIA GAS | SO CAL GAS-10911 OAK ST | GENERAL FUND | BUILDING MAINTENANCE | 55.65 |
| | SO CAL GAS-3614 FENLEY DR | GENERAL FUND | BUILDING MAINTENANCE | 14.79 |
| | SO CAL GAS-3191 KATELLA | GENERAL FUND | BUILDING MAINTENANCE | 126.61 |
| | | | TOTAL: | 197.05 |
| SPARKLETTS DRINKING WATER | WATER SERVICE-8/29-9/12/22 | GENERAL FUND | BUILDING MAINTENANCE | 309.35 |
| | | | TOTAL: | 309.35 |
| SPECTRUM SPORTS MANAGEMENT, INC. | MANAGEMENT-RACE LOS AL | GENERAL FUND | SPECIAL EVENTS | 2,892.64 |
| | | | TOTAL: | 2,892.64 |
| SUPER BIRTHDAY, INC. | TRAIN RIDE-TRUNK OR TREAT | GENERAL FUND | SPECIAL EVENTS | 700.00 |
| | | | TOTAL: | 700.00 |
| TIME WARNER CABLE | FIBER INTERNET | GENERAL FUND | ADMINISTRATION | 1,734.00 |
| | CITY HALL PHONE | GENERAL FUND | LOS ALAMITOS TV | 488.31 |
| | | | TOTAL: | 2,222.31 |
| UNDERGROUND SERVICE ALERT OF SO CAL | LSA01 NEW TICKET CHRGES | GENERAL FUND | STREET MAINTENANCE | 41.50 |
| | | | TOTAL: | 41.50 |
| VERIZON WIRELESS | EMERGENCY PREP-CELL PHONE | GENERAL FUND | EMERGENCY PREPAREDNESS | 162.10 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | ADMIN-CELL PHONE | GENERAL FUND | COMMUNITY DEVEL ADMIN | 185.98 |
| | COMM DEV-CELL PHONE | GENERAL FUND | NEIGHBORHOOD PRESERVAT | 80.51 |
| | PUBLIC WORKS-CELL PHONE | GENERAL FUND | STREET MAINTENANCE | 324.00 |
| | | | TOTAL: | 752.59 |
| WEX HEALTH, INC. | FLEX ADMIN SRVCS-SEPT2022 | GENERAL FUND | FINANCE | 54.00 |
| | | | TOTAL: | 54.00 |
| WORLD TRADE PRINTING COMPANY | YOUTH VOLLEYBALL BANNERS | GENERAL FUND | SPORTS | 251.21 |
| | NO STUDENT DROP OFF SIGN | GENERAL FUND | SPECIAL EVENTS | 71.78 |
| | | | TOTAL: | 322.99 |

| ========== FUND TOTALS ========== | | |
|---|---|---|
| 10 | GENERAL FUND | 981,565.33 |
| 20 | GAS TAX | 209,684.75 |
| 26 | MEASURE M | 30,704.97 |
| 50 | GARAGE FUND | 4,600.63 |
| 53 | TECHNOLOGY REPLACEMENT | 6,969.38 |
| 54 | SELF INSURANCE TRUST | 1,659.78 |
| 56 | AMERICAN RESCUE PLAN ACT | 33,143.24 |
| | GRAND TOTAL: | 1,268,328.08 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| U.S. BANK | DINE & DOUGH HSE-PAUL'S PL | GENERAL FUND | NON-DEPARTMENTAL | 200.85 |
| | DINE & DOUGH-SMART & FINAL | GENERAL FUND | NON-DEPARTMENTAL | 47.93 |
| | DINE & DOUGH HSE-CHIK FIL | GENERAL FUND | NON-DEPARTMENTAL | 135.67 |
| | DINE & DOUGH HSE-PAUL'S PL | GENERAL FUND | NON-DEPARTMENTAL | 157.36 |
| | DINE-IN & DOUGH HSE 9/6/22 | GENERAL FUND | NON-DEPARTMENTAL | 93.41 |
| | DINE IN & DOUGH HSE 9/8/22 | GENERAL FUND | NON-DEPARTMENTAL | 441.97 |
| | DINE IN DOUGH HSE 9/8/22 | GENERAL FUND | NON-DEPARTMENTAL | 17.98 |
| | DINE & DOUGH HOUSE | GENERAL FUND | NON-DEPARTMENTAL | 92.95 |
| | STORAGE BOX-SENIOR CLUB | GENERAL FUND | NON-DEPARTMENTAL | 18.48 |
| | TABLE COVERS-SENIOR CLUB | GENERAL FUND | NON-DEPARTMENTAL | 280.10 |
| | EMPLOYEE CERTIFICATION | GENERAL FUND | NON-DEPARTMENTAL | 10.20 |
| | DINE IN & DOUGH HOUSE | GENERAL FUND | NON-DEPARTMENTAL | 130.27 |
| | EMPLOYEE CERTIFICATION | GENERAL FUND | NON-DEPARTMENTAL | 10.20 |
| | DINE IN & DOUGH HOUSE | GENERAL FUND | NON-DEPARTMENTAL | 170.43 |
| | EMPLOYEE TUMBLER | GENERAL FUND | CITY COUNCIL | 46.22 |
| | EMPLOYEE NOTEBOOKS | GENERAL FUND | CITY COUNCIL | 970.14 |
| | EMPLOYEE LANYARDS | GENERAL FUND | CITY COUNCIL | 452.00 |
| | FLOWER ARRANGMNT DELIVERY | GENERAL FUND | CITY COUNCIL | 234.89 |
| | EMPLOYEE T-SHIRTS | GENERAL FUND | CITY COUNCIL | 1,465.40 |
| | FLOWER ARRANGMNT DELIVERY | GENERAL FUND | CITY COUNCIL | 234.89 |
| | CALCITIES CONFERENCE REFUN | GENERAL FUND | CITY COUNCIL | 50.00- |
| | YOUTH CNTR GALA | GENERAL FUND | CITY COUNCIL | 300.00 |
| | OFFICE SUPPLIES | GENERAL FUND | CITY COUNCIL | 155.88 |
| | STATE OF THE DISTRICT | GENERAL FUND | CITY COUNCIL | 60.00 |
| | SUPPLIES | GENERAL FUND | CITY COUNCIL | 12.92 |
| | 9/19/22 COUNCIL MEAL | GENERAL FUND | CITY COUNCIL | 82.51 |
| | EMPLOYEE ID SOFTWARE | GENERAL FUND | CITY COUNCIL | 125.00 |
| | OC REGISTER SUBSCRIPTION | GENERAL FUND | ADMINISTRATION | 10.00 |
| | NEOGOV SUBSCRIPTION REFUND | GENERAL FUND | ADMINISTRATION | 900.00- |
| | ADOBE PRO SUBSCRIPTION | GENERAL FUND | ADMINISTRATION | 52.98 |
| | OC REGISTER SUBSCRIPTION | GENERAL FUND | ADMINISTRATION | 10.00 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 10.74 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 16.34 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 16.16 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 159.59 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 50.85 |
| | OFFICE SUPPLIES | GENERAL FUND | ADMINISTRATION | 38.17 |
| | FILING CABINET | GENERAL FUND | ADMINISTRATION | 1,468.31 |
| | 2023/2024 WALL CALENDARS | GENERAL FUND | ADMINISTRATION | 67.37 |
| | GRAPHICS SOFTWARE | GENERAL FUND | ADMINISTRATION | 12.99 |
| | ADOBE SUBSCRIPTION | GENERAL FUND | FINANCE | 67.46 |
| | FINANCE SUPPLIES | GENERAL FUND | FINANCE | 18.02 |
| | FINANCE SUPPLIES | GENERAL FUND | FINANCE | 10.90 |
| | CSMFO JOB POST | GENERAL FUND | FINANCE | 275.00 |
| | FINANCE SUPPLIES | GENERAL FUND | FINANCE | 26.25 |
| | LUNCH-ORAL PANEL | GENERAL FUND | POLICE ADMINISTRATION | 32.39 |
| | OFFICE SUPPLIES | GENERAL FUND | POLICE ADMINISTRATION | 21.82 |
| | SUPLY-SWEARING IN CEREMONY | GENERAL FUND | POLICE ADMINISTRATION | 31.18 |
| | TRAINING-DOLAN CONSULTING | GENERAL FUND | POLICE ADMINISTRATION | 95.00 |
| | PLAQUE | GENERAL FUND | POLICE ADMINISTRATION | 79.37 |
| | ADOBE MONTHLY SUBSCRIPTION | GENERAL FUND | POLICE ADMINISTRATION | 14.99 |
| | CA PEACE OFCR-ANNUAL DUES | GENERAL FUND | POLICE ADMINISTRATION | 125.00 |
| | CONFERENCE REGISTRATION | GENERAL FUND | POLICE ADMINISTRATION | 425.00- |
| | COURT PARKING | GENERAL FUND | POLICE ADMINISTRATION | 12.50 |
| | HEROES LUNCH REGISTRATION | GENERAL FUND | POLICE ADMINISTRATION | 50.00 |
| | RANGE TRAINING SUPPLIES | GENERAL FUND | PATROL | 30.43 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | RENTAL CAR-TRAINING | GENERAL FUND | PATROL | 694.70 |
| | ARMORY SUPPLIES | GENERAL FUND | PATROL | 25.64 |
| | ARMORY SUPPLIES | GENERAL FUND | PATROL | 29.73 |
| | RANGE TRAINING | GENERAL FUND | PATROL | 46.50 |
| | TARGETS-RANGE TRAINING | GENERAL FUND | PATROL | 50.21 |
| | FEDEX PRINTING-RECRUITS | GENERAL FUND | PATROL | 200.00 |
| | TRAINING-MARIN CONSULTING | GENERAL FUND | PATROL | 375.00 |
| | FEDEX PRINTING-RECRUITS | GENERAL FUND | PATROL | 286.74 |
| | HOTEL REFUND | GENERAL FUND | PATROL | 160.00- |
| | FUNDING-ID CARD ACCT | GENERAL FUND | PATROL | 500.00 |
| | FIREARM TRAINING | GENERAL FUND | PATROL | 800.00 |
| | FIREARM TRAINING | GENERAL FUND | PATROL | 400.00 |
| | BATTERIES PURCHASE | GENERAL FUND | PATROL | 69.28 |
| | FIREARM TRAINING | GENERAL FUND | PATROL | 800.00 |
| | KITCHEN SUPPLIES | GENERAL FUND | PATROL | 86.90 |
| | HOTEL-FIREARMS TRAINING | GENERAL FUND | PATROL | 574.69 |
| | HOTEL-FIREARMS TRAINING | GENERAL FUND | PATROL | 574.69 |
| | HOTEL-FIREARMS TRAINING | GENERAL FUND | PATROL | 574.69 |
| | RANGE TRAINING | GENERAL FUND | PATROL | 195.00 |
| | OFFICE SUPPLIES | GENERAL FUND | PATROL | 25.77 |
| | FIREARMS TRAINING | GENERAL FUND | PATROL | 400.00 |
| | FIREARMS TRAINING | GENERAL FUND | PATROL | 800.00 |
| | FIREARMS TRAINING | GENERAL FUND | PATROL | 400.00 |
| | FIREARMS TRAINING | GENERAL FUND | PATROL | 400.00 |
| | RECRUIT UNIFORMS | GENERAL FUND | PATROL | 823.69 |
| | FIREARMS TRAINING | GENERAL FUND | PATROL | 400.00 |
| | RECRUIT UNIFORMS | GENERAL FUND | PATROL | 455.78 |
| | PROPERTY SUPPLIES | GENERAL FUND | RECORDS | 58.95 |
| | TRAINING-POLICE RECORDS | GENERAL FUND | RECORDS | 259.00 |
| | PROPERTY SUPPLIES | GENERAL FUND | RECORDS | 27.85 |
| | TRAINING-PD RECORDS MNGMNT | GENERAL FUND | RECORDS | 777.00 |
| | TRAINING-PD RECORDS MNGMNT | GENERAL FUND | RECORDS | 159.00 |
| | MSFT MONTHLY SUBSCRIPTION | GENERAL FUND | RECORDS | 8.70 |
| | PD RECORDS MNGMNT TRAINING | GENERAL FUND | RECORDS | 259.00 |
| | TRUNK OR TREAT SUPPLIES | GENERAL FUND | COMMUNITY OUTREACH | 163.88 |
| | WATER-COOLING CENTER | GENERAL FUND | EMERGENCY PREPAREDNESS | 18.31 |
| | DEVELOPMENT SRVCS SUPPLIES | GENERAL FUND | COMMUNITY DEVEL ADMIN | 76.85 |
| | YOUTUBE TV-SEPT2022 | GENERAL FUND | COMMUNITY DEVEL ADMIN | 64.99 |
| | SHIPPING BOX-AMAZON RETURN | GENERAL FUND | COMMUNITY DEVEL ADMIN | 7.50 |
| | COUNTER FILING CABINET | GENERAL FUND | COMMUNITY DEVEL ADMIN | 185.70 |
| | CORK BOARD PURCHASE | GENERAL FUND | COMMUNITY DEVEL ADMIN | 9.43 |
| | COMDEV/PW SUPPLIES | GENERAL FUND | COMMUNITY DEVEL ADMIN | 508.51 |
| | LABEL MAKER-PW | GENERAL FUND | COMMUNITY DEVEL ADMIN | 40.78 |
| | GLOVES-CODE ENFORCEMENT | GENERAL FUND | COMMUNITY DEVEL ADMIN | 20.73 |
| | SNACKS/DRINKS DEV SRVCS | GENERAL FUND | COMMUNITY DEVEL ADMIN | 172.55 |
| | LUNCH MEETING | GENERAL FUND | COMMUNITY DEVEL ADMIN | 85.85 |
| | COMM DEV/PW SUPPLIES | GENERAL FUND | COMMUNITY DEVEL ADMIN | 65.13 |
| | COMM DEV/PW SNACKS & DRINK | GENERAL FUND | COMMUNITY DEVEL ADMIN | 729.34 |
| | TRAINING-FOOD FOR KIDS EVN | GENERAL FUND | COMMUNITY DEVEL ADMIN | 51.28 |
| | CODE CONFERENCE | GENERAL FUND | NEIGHBORHOOD PRESERVAT | 425.00 |
| | CODE CONFERENCE | GENERAL FUND | NEIGHBORHOOD PRESERVAT | 425.00 |
| | PW PANTS PURCHASE | GENERAL FUND | STREET MAINTENANCE | 214.03 |
| | PW WORK SHIRTS | GENERAL FUND | STREET MAINTENANCE | 191.09 |
| | PODS RENTAL-SEPT2022 | GENERAL FUND | BUILDING MAINTENANCE | 276.26 |
| | TOILET SEAT-REC RESTROOM | GENERAL FUND | BUILDING MAINTENANCE | 8.15 |
| | LIGHT BULBS SUPPLY | GENERAL FUND | BUILDING MAINTENANCE | 412.34 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | OFFICE SUPPL-BUSINESS CARD | GENERAL FUND | RECREATION ADMINISTRAT | 359.43 |
| | OFFICE SUPPL-BUSINESS CARD | GENERAL FUND | RECREATION ADMINISTRAT | 62.27 |
| | DIRECT TV AUGUST 0348X2208 | GENERAL FUND | RECREATION ADMINISTRAT | 12.98 |
| | COPIER LSE-AUGUST 2021 | GENERAL FUND | RECREATION ADMINISTRAT | 239.82 |
| | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 145.54 |
| | MEETING-CHAMBERS BREAKFAST | GENERAL FUND | RECREATION ADMINISTRAT | 50.00 |
| | CPRS DUES SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 150.00 |
| | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 170.11 |
| | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 9.96 |
| | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 16.45 |
| | OFFICE SUPPLIES | GENERAL FUND | RECREATION ADMINISTRAT | 13.10 |
| | LARGE WHEELCHAIR-COMM CNTR | GENERAL FUND | RECREATION ADMINISTRAT | 255.44 |
| | BRAILLE LABELS-COMM CNTR | GENERAL FUND | RECREATION ADMINISTRAT | 211.19 |
| | GOOGLE PHOTOS SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 99.99 |
| | ADOBE SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 14.99 |
| | AMAZON PRIME MEMBERSHIP | GENERAL FUND | RECREATION ADMINISTRAT | 16.38 |
| | CONSTANT CONTACT SUBSCRPTN | GENERAL FUND | RECREATION ADMINISTRAT | 199.50 |
| | ADOBE SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 14.99 |
| | APPLE STORAGE SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 9.99 |
| | MAILCHIMP MARKETING-DUES | GENERAL FUND | RECREATION ADMINISTRAT | 440.00 |
| | ADOBE CLOUD SUBSCRIPTION | GENERAL FUND | RECREATION ADMINISTRAT | 29.99 |
| | PARALLELS-DUES SUBSCRIPTN | GENERAL FUND | RECREATION ADMINISTRAT | 199.98 |
| | TRAINING-FOOD FOR KIDS EVN | GENERAL FUND | RECREATION ADMINISTRAT | 51.28 |
| | CONSTANT CONTACT SUBSCRPTN | GENERAL FUND | RECREATION ADMINISTRAT | 99.75 |
| | YOUTH SPORTS SUPPLIES | GENERAL FUND | SPORTS | 105.92 |
| | STAFF JACKETS | GENERAL FUND | SPORTS | 515.50 |
| | PICK-UP SPIKEBALL SUPPLIES | GENERAL FUND | SPORTS | 35.00 |
| | PICK-UP SPIKEBALL SUPPLIES | GENERAL FUND | SPORTS | 21.82 |
| | PICK-UP SPIKEBALL SUPPLIES | GENERAL FUND | SPORTS | 10.90 |
| | OAK FIELD REPAIRS | GENERAL FUND | SPORTS | 12.50 |
| | PRESCHOOL PROG-BAG REFUND | GENERAL FUND | SPECIAL CLASSES | 0.10- |
| | PRESCHOOL PROG-REFRESHMNTS | GENERAL FUND | SPECIAL CLASSES | 30.64 |
| | PRESCHOOL PROG-GLUE STICKS | GENERAL FUND | SPECIAL CLASSES | 30.57 |
| | CONTRACT CANCEL LETTER-USP | GENERAL FUND | SPECIAL CLASSES | 4.60 |
| | PRESCHOOL T-SHIRTS | GENERAL FUND | SPECIAL CLASSES | 484.88 |
| | FRONT LOBBY SIGNAGE | GENERAL FUND | SPECIAL CLASSES | 38.23 |
| | STAFF SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 13.25 |
| | STAFF SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 47.17 |
| | STAFF SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 28.51 |
| | OFFICE SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 28.39 |
| | STAFF SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 914.42 |
| | STAFF SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 154.32 |
| | SERVE LOS AL | GENERAL FUND | SPECIAL EVENTS | 111.43 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 13.48 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 167.92 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 24.99 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 19.99 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 26.00 |
| | TRUNK OR TREAT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 41.49 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 122.38 |
| | SERVE LOS AL | GENERAL FUND | SPECIAL EVENTS | 56.78 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 19.90 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 11.98 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 16.38 |
| | FAMILY DAY SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 17.47 |
| | GLOW RUN-START LINE | GENERAL FUND | SPECIAL EVENTS | 174.76 |

ADVANCED WARRANT 10/24/22

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| | GLOW RUN-START LINE | GENERAL FUND | SPECIAL EVENTS | 284.00 |
| | BIKE & BITES SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 35.59 |
| | LOS AL ART WORKSHOP SUPPLY | GENERAL FUND | SPECIAL EVENTS | 264.92 |
| | STREET FAIR SUPPLIES-FLYER | GENERAL FUND | SPECIAL EVENTS | 51.69 |
| | RACE LOS AL GLOW RUN SUPLY | GENERAL FUND | SPECIAL EVENTS | 295.84 |
| | TRUNK OR TREAT GAME SUPPLY | GENERAL FUND | SPECIAL EVENTS | 21.82 |
| | TRUNK OR TREAT PRIZE SUPLY | GENERAL FUND | SPECIAL EVENTS | 452.83 |
| | TRUNK OR TREAT GAME SUPPLY | GENERAL FUND | SPECIAL EVENTS | 139.81 |
| | STREET FAIR WRIST BANDS | GENERAL FUND | SPECIAL EVENTS | 61.16 |
| | LOS AL ART WORKSHOP SUPPLY | GENERAL FUND | SPECIAL EVENTS | 145.10 |
| | STREET FAIR MARKETING | GENERAL FUND | SPECIAL EVENTS | 600.00 |
| | STREET FAIR SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 54.55 |
| | OAK PARKING USAGE FUND | GENERAL FUND | SPECIAL EVENTS | 37.09- |
| | INFO BOOTH BOXES | GENERAL FUND | SPECIAL EVENTS | 47.39 |
| | RACE SUPPLIES-GLOW RUN | GENERAL FUND | SPECIAL EVENTS | 65.53 |
| | RACE SUPPLIES-GLOW RUN | GENERAL FUND | SPECIAL EVENTS | 627.40 |
| | RACE SUPPLIES-GLOW RUN | GENERAL FUND | SPECIAL EVENTS | 224.53 |
| | RACE LOS AL-MARKETING | GENERAL FUND | SPECIAL EVENTS | 249.99 |
| | THOMPSN MARKETING-RACE LOS | GENERAL FUND | SPECIAL EVENTS | 1,000.00 |
| | WEBSITE SECURITY | GENERAL FUND | SPECIAL EVENTS | 9.98 |
| | WEBSITE SECURITY REFUND | GENERAL FUND | SPECIAL EVENTS | 8.31- |
| | FACEBK MARKETING-RACE LOS | GENERAL FUND | SPECIAL EVENTS | 250.00 |
| | COLD SPARK MACHINE-STAGE | GENERAL FUND | SPECIAL EVENTS | 799.98 |
| | STREET FAIR EVENT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 1,050.00 |
| | STREET FAIR EVENT SUPPLIES | GENERAL FUND | SPECIAL EVENTS | 1,013.84 |
| | FUEL | GARAGE FUND | GARAGE | 102.23 |
| | VEHICLE RHINO LINING | GARAGE FUND | GARAGE | 400.00 |
| | NORTHERN TOOL SUBSCRIPTION | GARAGE FUND | GARAGE | 39.99 |
| | PW EQUIPMENT | GARAGE FUND | GARAGE | 196.64 |
| | EMERGENCY SRVCS-ONSTAR | GARAGE FUND | GARAGE | 34.99 |
| | CAR WASH-TACOMA | GARAGE FUND | GARAGE | 17.00 |
| | SPARE KEY-BOX TRUCK | GARAGE FUND | GARAGE | 16.35 |
| | BOLT-RECREATION STAGE | GARAGE FUND | GARAGE | 12.21 |
| | SOCIAL MEDIA MNGMNT | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | 89.72 |
| | LOS AL BUCKS-PACKET | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 13.83 |
| | RETURN-BACKDROP SUPPRT SYS | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 40.96- |
| | CITY OF LOS AL MAGNETS | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 87.40 |
| | STICKERS-MY CITY MY LOS AL | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 31.68 |
| | KEY CHAIN-MY CITY MY LOS A | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 175.89 |
| | LOS AL BUCKS FLYERS | AMERICAN RESCUE PL | NON - DEPARTMENTAL | 825.00 |
| | | | TOTAL: | 38,784.79 |

ADVANCED WARRANT 10/24/22

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|

========== FUND TOTALS ==========

| | | |
|---|---|---|
| 10 | GENERAL FUND | 36,782.82 |
| 50 | GARAGE FUND | 819.41 |
| 53 | TECHNOLOGY REPLACEMENT | 89.72 |
| 56 | AMERICAN RESCUE PLAN ACT | 1,092.84 |
| | GRAND TOTAL: | 38,784.79 |

ADVANCED WARRANT 10/26/22

| VENDOR SORT KEY | | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| MISC. VENDOR | UNITED STATES | 941-4TH QTR BALANCE DUE | POOL CLEARING FUND | NON-DEPARTMENTAL | 32,035.12 |
| | UNITED STATES | 941-4TH QTR BALANCE DUE | POOL CLEARING FUND | NON-DEPARTMENTAL | 9,568.93 |
| | UNITED STATES | MEDICARE 3RD QUARTER | POOL CLEARING FUND | NON-DEPARTMENTAL | 36.90 |
| | | | | TOTAL: | 41,640.95 |

========== FUND TOTALS ==========

| | | |
|---|---|---|
| 99 | POOL CLEARING FUND | 41,640.95 |
| | GRAND TOTAL: | 41,640.95 |

TOTAL PAGES: 1

Retirees Medical Reimbursement

Date: November 01, 2022 Number of Transactions: 16 Total Batch: $9,026.78

**Payroll 10/14/22**

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

| DEPT NO# | GROSS | REGULAR | OVERTIME | LEAVE | OTHER | DEDUCTIONS | TAXES | NET |
|---|---|---|---|---|---|---|---|---|
| 10-510 City Council | $738.56 | $738.56 | $0.00 | $0.00 | $0.00 | $49.84 | $10.72 | $678.00 |
| 10-511 City Manager/ City Clerk | $20,147.96 | $16,301.56 | $0.00 | $540.60 | $3,305.80 | $2,543.42 | $3,649.60 | $13,954.94 |
| 10-512 Finance | $18,020.45 | $11,710.07 | $810.56 | $4,909.82 | $590.00 | $1,369.22 | $3,372.81 | $13,278.42 |
| 10-521 Police Administration | $27,691.44 | $26,364.35 | $0.00 | $353.25 | $973.84 | $2,987.48 | $6,123.75 | $18,580.21 |
| 10-522 Police- Patrol | $96,173.00 | $59,554.61 | $20,918.75 | $6,128.59 | $9,571.05 | $13,587.89 | $18,040.92 | $64,544.19 |
| 10-523 Police- Investigation | $15,300.84 | $11,969.47 | $1,722.05 | $501.90 | $1,107.42 | $3,530.10 | $1,945.34 | $9,825.40 |
| 10-524 Police- Records | $9,256.93 | $6,440.57 | $257.13 | $27.21 | $2,532.02 | $577.53 | $1,315.47 | $7,363.93 |
| 10-528 Police- Traffic | $1,982.81 | $0.00 | $0.00 | $0.00 | $1,982.81 | $84.36 | $49.11 | $1,849.34 |
| 10-531 Development Services- Administration | $20,768.90 | $16,933.50 | $0.00 | $1,787.52 | $2,047.88 | $2,148.02 | $3,957.88 | $14,663.00 |
| 10-532 Development Services- Planning | $3,267.60 | $3,237.60 | $0.00 | $0.00 | $30.00 | $504.94 | $623.12 | $2,139.54 |
| 10-533 Development Services- Neighborhood | $5,369.06 | $2,276.00 | $0.00 | $306.10 | $2,786.96 | $270.55 | $640.19 | $4,458.32 |
| 10-542 Development Services- Street Maintenance | $12,689.80 | $10,275.00 | $0.00 | $829.80 | $1,585.00 | $1,928.73 | $1,486.22 | $9,274.85 |
| 10-543 Development Services- Park Maintenance | $4,170.07 | $2,526.40 | $0.00 | $0.00 | $1,643.67 | $560.68 | $277.11 | $3,332.28 |
| 10-544 Development Services- Facility Maintenance | $2,093.80 | $2,068.80 | $0.00 | $0.00 | $25.00 | $140.57 | $35.48 | $1,917.75 |
| 10-545 Economic Development | $2,835.60 | $2,805.60 | $0.00 | $0.00 | $30.00 | $190.31 | $144.19 | $2,501.10 |
| 10-551 Recreation Administration | $23,547.61 | $20,500.57 | $0.00 | $1,237.04 | $1,810.00 | $3,818.63 | $3,271.14 | $16,457.84 |
| 10-556 Recreation- Sports | $20,341.31 | $1,996.80 | $0.00 | $438.15 | $17,906.36 | $872.40 | $1,456.17 | $18,012.74 |
| **TOTALS** | **$284,395.74** | **$195,699.46** | **$23,708.49** | **$17,059.98** | **$47,927.81** | **$35,164.67** | **$46,399.22** | **$202,831.85** |

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

## BENEFITS & WITHHOLDINGS

| | | | Employee | Employer |
|---|---|---|---|---|
| Fed Taxes | Employee/ Employer (MediCare) | $38,832.52 | $34,905.73 | $3,926.79 |
| State Taxes | Employee | $11,493.49 | | |
| ICMA | Employee | $3,797.12 | | |
| LosAl Police Reserves | Employee | $10.00 | | |
| PD Association | Employee | $1,327.61 | | |
| LosAl Employees Assoc | Employee | $280.00 | | |
| Nationwide - Full Time | Employee | $1,115.00 | | |
| Nationwide - PT | Employee/ Employer | $2,591.72 | $1,295.86 | $1,295.86 |
| PERS Deferred Comp | Employee | $1,455.98 | | |
| PERS | Employee/ Employer | $48,965.94 | $18,813.46 | $30,152.48 |
| AFLAC | Employee | $0.00 | | |
| PERS Medical | Employee/ Employer | | | |
| Delta Dental PPO | Employer | | | |
| Delta Dental HMO | Employer | | | |
| VSP Vision | Employer | | | |
| Standard Self Admin | Employee/ Employer | | | |
| Standard Life Optional | Employee | | | |
| **TOTALS** | | **$109,869.38** | **$55,015.05** | **$35,375.13** |

## DEDUCTION GRAND TOTALS

| ----------EARNINGS---------- | | | | ----------DEDUCTIONS---------- | | | | ----------TAXES---------- | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **DESC** | **HRS** | **AMOUNT** | **CD** | **ABBV** | **EMPLOYEE** | **EMPLOYER** | **DESC** | **TAXABLE** | **EMPLOYEE** | **EMPLOYER** |
| REG | 4,541.22 | $195,699.46 | 125 | I-125 | $846.70 | | FED W/H | $251,531.50 | $30,891.13 | |
| PTRG | 1,626.25 | $30,446.60 | 129 | I-129 | $201.51 | | ST WH CA | $251,531.50 | $11,493.49 | |
| PHEO | 41.50 | $1,452.50 | AFP | AFLPT | $45.91 | | MEDI | $270,810.18 | $4,014.60 | $3,926.79 |
| HOL | 0.00 | | CMP | CLOAN | $81.35 | | | | | |
| OT | 18.75 | $810.56 | DCI | DCICM | $3,117.60 | | | | | |
| OTS | 259.82 | $21,748.54 | DCN | DCNW | $1,115.00 | | | | | |
| PTOT | 34.83 | $1,149.39 | DCP | DCPRS | $1,375.76 | | | | | |
| STBY | 0.00 | | | DCM DCICM | | $350.00 | | | | |
| MOT | 0.00 | $252.48 | DD1 | DPPO1 | | $286.55 | | | | |
| CAR | 0.00 | $1,100.00 | DD2 | DPPO2 | | $178.12 | | | | |
| CELL | 0.00 | $940.00 | DD3 | DPPO3 | | $601.11 | | | | |
| CERT | 0.00 | | DD4 | DDMO1 | | $16.22 | | | | |
| PPHC | 0.00 | $412.84 | DD5 | DDMO2 | | $58.48 | | | | |
| MEDR | 0.00 | $7,000.00 | DD6 | DDMO3 | | $151.41 | | | | |
| SPAS | 0.00 | $1,499.20 | DI% | DCI% | $81.07 | | | | | |
| SPSK | 0.00 | $124.72 | DIS | DISAF | $15.74 | | | | | |
| OCWD | 0.00 | $250.00 | DLI | DCLIC | $148.45 | | | | | |
| OCWE | 0.00 | $160.00 | DLP | DCLPE | $80.22 | | | | | |
| UNIF | 0.00 | $125.00 | LAR | LARAD | $10.00 | | | | | |
| UNI2 | 0.00 | $125.00 | | DCIR | $100.00 | | | | | |
| FTO | 0.00 | $467.25 | LEA | LAEAD | $280.00 | | | | | |
| RTRO | 0.00 | $52.40 | LIF | LIFE | $154.69 | | | | | |
| 1XPO | 0.00 | | LTD | A LTD | $102.37 | | | | | |
| ADML | 45.75 | $2,319.18 | | | | | | | | |
| COMP | | | MED | MDINS | $5,092.85 | $23,022.24 | | | | |
| EAU | 66.00 | $3,427.38 | PBB | PRSBB | $481.97 | | | | | |
| EAA | 30.00 | | PC2 | PRC2R | $13.79 | | | | | |
| COMA | 44.00 | | PN1 | PEPME | $3,474.61 | | | | | |
| FLHO | 27.58 | $1,359.71 | PN2 | PEPMR | | $3,831.46 | | | | |
| SICK | 131.25 | $4,762.86 | PN3 | PEPSE | $6,384.81 | | | | | |
| VAC | 108.17 | $5,190.85 | PN4 | PEPSR | | $6,276.77 | | | | |
| RTBS | 0.00 | | POS | POAS | $1,327.61 | | | | | |
| POST2 | 0.00 | $191.28 | | | | | | | | |
| POST4 | 0.00 | $110.00 | PR0 | PRM8 | $1,930.42 | | | | | |
| POST6 | 0.00 | $450.00 | PR2 | PRSMR | | $8,775.20 | | | | |
| POST7 | 0.00 | $2,214.32 | | | | | | | | |
| POST8 | 0.00 | $349.22 | PR4 | PRSSR | | $11,297.21 | | | | |
| BILI | 0.00 | $150.00 | PR5 | PRSB4 | $1,449.51 | | | | | |
| POVA | 0.00 | | PR6 | PRSAF | $2,159.21 | | | | | |
| BERV | | | PR7 | PRMB4 | $1,077.16 | | | | | |
| HOT | 0.00 | $ 55.00 | PR8 | PRMAF | $1,996.08 | | | | | |
| EMSL | | | PR9 | PRSCC | $672.34 | | | | | |
| | | | RTP | RT-PT | $1,295.86 | $1,295.86 | | | | |
| | | | SUR | SURVI | $52.08 | | | | | |
| | | | VS1 | VISI1 | | $85.12 | | | | |
| | | | VS2 | VISI2 | | | | | | |
| | | | VS3 | VISI3 | | | | | | |
| **Totals** | **6,975.12** | **$ 284,395.74** | | | **$35,164.67** | **$56,225.75** | | | **$ 46,399.22** | **$3,926.79** |

**Payroll 10/28/22**

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

| DEPT NO# | GROSS | REGULAR | OVERTIME | LEAVE | OTHER | DEDUCTIONS | TAXES | NET |
|---|---|---|---|---|---|---|---|---|
| 10-510 City Council | $738.56 | $738.56 | $0.00 | $0.00 | $0.00 | $49.84 | $10.72 | $678.00 |
| 10-511 City Manager/ City Clerk | $20,048.26 | $14,243.62 | $0.00 | $0.00 | $3,206.10 | $2,546.62 | $3,585.70 | $13,915.94 |
| 10-512 Finance | $9,592.25 | $6,552.62 | $32.42 | $2,598.54 | $150.00 | $592.32 | $752.20 | $8,247.73 |
| 10-521 Police Administration | $26,776.74 | $25,952.90 | $0.00 | $2,857.21 | $823.84 | $2,987.48 | $5,819.78 | $17,969.48 |
| 10-522 Police- Patrol | $89,742.16 | $60,424.22 | $18,373.25 | $0.00 | $8,799.23 | $12,969.92 | $16,369.35 | $60,402.89 |
| 10-523 Police- Investigation | $20,074.07 | $12,351.40 | $5,978.42 | $2,145.46 | $1,266.05 | $3,589.32 | $3,450.37 | $13,034.38 |
| 10-524 Police- Records | $9,643.11 | $6,639.20 | $514.26 | $478.20 | $2,294.52 | $589.31 | $1,420.17 | $7,633.63 |
| 10-528 Police- Traffic | $2,493.77 | $0.00 | $0.00 | $195.13 | $2,205.77 | $113.52 | $56.97 | $2,323.28 |
| 10-531 Development Services- Administration | $20,649.05 | $18,253.43 | $0.00 | $288.00 | $2,047.45 | $2,146.90 | $3,926.03 | $14,576.12 |
| 10-532 Development Services- Planning | $3,359.01 | $2,832.90 | $121.41 | $348.17 | $0.00 | $504.94 | $653.91 | $2,200.16 |
| 10-533 Development Services- Neighborhood | $5,569.13 | $2,276.00 | $213.38 | $404.70 | $3,079.75 | $270.06 | $710.59 | $4,588.48 |
| 10-542 Development Services- Street Maintenance | $15,197.11 | $10,947.16 | $829.31 | $0.00 | $2,545.40 | $2,029.82 | $1,232.51 | $11,934.78 |
| 10-543 Development Services- Park Maintenance | $4,333.61 | $3,462.16 | $0.00 | $875.24 | $717.00 | $566.81 | $302.13 | $3,464.67 |
| 10-544 Development Services- Facility Maintenance | $2,093.80 | $2,068.80 | $0.00 | $154.45 | $25.00 | $140.57 | $35.48 | $1,917.75 |
| 10-551 Recreation Administration | $23,287.60 | $21,503.88 | $0.00 | $233.72 | $1,550.00 | $3,817.43 | $3,207.40 | $16,262.77 |
| 10-556 Recreation- Sports | $26,144.96 | $1,996.80 | $0.00 | $39.26 | $24,108.90 | $1,091.17 | $2,139.30 | $22,914.49 |
| **TOTALS** | **$279,743.19** | **$190,243.65** | **$26,062.45** | **$10,618.08** | **$52,819.01** | **$34,006.03** | **$43,672.61** | **$202,064.55** |

REGULAR INPUT: 104 MANUAL INPUT: 0 CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 101

## BENEFITS & WITHHOLDINGS

| | | | Employee | Employer |
|---|---|---|---|---|
| Fed Taxes | Employee/ Employer (MediCare) | $36,853.86 | $32,981.77 | $3,872.09 |
| State Taxes | Employee | $10,690.84 | | |
| ICMA | Employee | $3,795.92 | | |
| LosAl Police Reserves | Employee | $20.00 | | |
| PD Association | Employee | $1,267.61 | | |
| LosAl Employees Assoc | Employee | $280.00 | | |
| Nationwide - Full Time | Employee | $1,115.00 | | |
| Nationwide - PT | Employee/ Employer | $3,092.54 | $1,546.27 | $1,546.27 |
| PERS Deferred Comp | Employee | $1,355.98 | | |
| PERS | Employee/ Employer | $46,591.84 | $18,291.43 | $28,300.41 |
| AFLAC | Employee | $123.20 | | |
| PERS Medical | Employee/ Employer | $69,826.78 | | |
| Delta Dental PPO | Employer | $4,078.27 | | |
| Delta Dental HMO | Employer | $392.70 | | |
| VSP Vision | Employer | $971.87 | | |
| Standard Self Admin | Employee/ Employer | $1,834.17 | | |
| Standard Life Optional | Employee | $354.65 | | |
| **TOTALS** | | **$182,645.23** | **$52,819.47** | **$33,718.77** |

## DEDUCTION GRAND TOTALS

| ----------EARNINGS---------- | | | | ----------DEDUCTIONS---------- | | | | ----------TAXES---------- | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **DESC** | **HRS** | **AMOUNT** | **CD** | **ABBV** | **EMPLOYEE** | **EMPLOYER** | **DESC** | **TAXABLE** | **EMPLOYEE** | **EMPLOYER** |
| REG | 4,430.42 | $190,243.65 | 125 | I-125 | $846.70 | | FED W/H | $247,987.59 | $29,022.99 | |
| PTRG | 1,929.00 | $36,179.03 | 129 | I-129 | $201.51 | | ST WH CA | $247,987.59 | $10,690.84 | |
| PHEO | 55.17 | $1,675.46 | AFP | AFLPT | $45.91 | | MEDI | $267,039.83 | $3,958.78 | $3,872.09 |
| HOL | 0.00 | | CMP | CLOAN | $81.35 | | | | | |
| OT | 37.75 | $1,710.78 | DCI | DCICM | $3,117.60 | | | | | |
| OTS | 277.65 | $22,987.81 | DCN | DCNW | $1,115.00 | | | | | |
| PTOT | 35.66 | $1,176.78 | DCP | DCPRS | $1,275.76 | | | | | |
| STBY | 2.00 | $187.08 | | DCM DCICM | | $350.00 | | | | |
| MOT | 0.00 | | DD1 | DPPO1 | | $286.55 | | | | |
| CAR | 0.00 | $1,100.00 | DD2 | DPPO2 | | $178.12 | | | | |
| CELL | 0.00 | | DD3 | DPPO3 | | $601.11 | | | | |
| CERT | 0.00 | | DD4 | DDMO1 | | $8.11 | | | | |
| PPHC | 0.00 | $412.84 | DD5 | DDMO2 | | $58.48 | | | | |
| MEDR | 0.00 | $6,300.00 | DD6 | DDMO3 | | $151.41 | | | | |
| SPAS | 0.00 | $1,499.20 | DI% | DCI% | $79.87 | | | | | |
| SPSK | 0.00 | $124.72 | DIS | DISAF | $15.74 | | | | | |
| OCWD | 0.00 | $250.00 | DLI | DCLIC | $148.45 | | | | | |
| OCWE | 0.00 | $160.00 | DLP | DCLPE | $80.22 | | | | | |
| UNIF | 0.00 | $125.00 | LAR | LARAD | $20.00 | | | | | |
| UNI2 | 0.00 | $125.00 | | DCIR | $100.00 | | | | | |
| FTO | 0.00 | $391.41 | LEA | LAEAD | $280.00 | | | | | |
| RTRO | 0.00 | $1,721.53 | LIF | LIFE | $154.69 | | | | | |
| 1XPO | 0.00 | | LTD | A LTD | $102.37 | | | | | |
| ADML | 9.00 | $876.75 | | | | | | | | |
| COMP | 2.00 | $65.02 | MED | MDINS | $5,092.85 | $22,271.42 | | | | |
| EAU | 24.00 | $1,251.00 | PBB | PRSBB | $481.97 | | | | | |
| EAA | 60.00 | | PC2 | PRC2R | $13.79 | | | | | |
| COMA | 81.75 | | PN1 | PEPME | $3,310.21 | | | | | |
| FLHO | | | PN2 | PEPMR | | $3,649.53 | | | | |
| SICK | 89.75 | $2,939.64 | PN3 | PEPSE | $5,948.58 | | | | | |
| VAC | 26.33 | $1,982.98 | PN4 | PEPSR | | $5,847.92 | | | | |
| EMSL | 15.00 | $288.00 | POS | POAS | $1,267.61 | | | | | |
| POST2 | 0.00 | $191.28 | | | | | | | | |
| POST7 | 0.00 | $2,214.32 | PR0 | PRM8 | $1,930.42 | | | | | |
| POST6 | 0.00 | | PR2 | PRSMR | | $7,561.90 | | | | |
| POST4 | 0.00 | | | | | | | | | |
| POST8 | 0.00 | $349.22 | PR4 | PRSSR | | $11,395.90 | | | | |
| POCO | 56.42 | $1,626.02 | PR5 | PRSB4 | $1,486.91 | | | | | |
| POFL | 9.00 | $259.38 | PR6 | PRSAF | $2,159.21 | | | | | |
| POVA | 47.72 | $1,329.29 | PR7 | PRMB4 | $1,077.16 | | | | | |
| HOT | 0.00 | | PR8 | PRMAF | $1,304.25 | | | | | |
| | | | PR9 | PRSCC | $672.34 | | | | | |
| | | | RTP | RT-PT | $1,546.27 | $1,546.27 | | | | |
| | | | SUR | SURVI | $49.29 | | | | | |
| | | | VS1 | VISI1 | | $79.80 | | | | |
| | | | VS2 | VISI2 | | | | | | |
| | | | VS3 | VISI3 | | | | | | |
| **Totals** | **7,188.62** | **$ 279,743.19** | | | **$34,006.03** | **$53,986.52** | | **$ 43,672.61** | **$3,872.09** | |

# MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

## REGULAR MEETING – Monday, October 17, 2022

**1. CALL TO ORDER**

The City Council met in Regular Session at 6:03 p.m., Monday, October 17, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

**2. ROLL CALL**

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

**Absent:** Council Members: None

**Present:** Staff: Chet Simmons, City Manager
Wayne Byerly, Police Captain
Craig Covey, Orange County Fire A Battalion Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk

**3. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Doby led the Pledge of Allegiance.

**4. INVOCATION**

Mayor Hasselbrink will give the Invocation.

**5. PRESENTATIONS**

Mayor Hasselbrink and the City Council presented the Awards.

**A. Presentation of Certificates to the Los Alamitos High School Girls Varsity Softball Team in Recognition of Achieving the 2022 CIF-Southern Section Division 1 Finalists**

**B. Presentation of a Proclamation in Recognition of Code Enforcement Officer Appreciation Month to the Code Enforcement Staff**

**6. ORAL COMMUNICATIONS**

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

Mayor Hasselbrink opened Oral Communications.

Nicole Miller, resident, spoke regarding electric bikes.

Mayor Hasselbrink closed Oral Communications.

## 7. COUNCIL ANNOUNCEMENTS

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

Council Member Chirco spoke regarding attendance at the Los Alamitos Community Foundation Board meeting, Taste of Los Alamitos, Pacific Air Show, Los Alamitos Street Fair, Glow in the Dark Fun Run, and the Celebration of life for Council Member Ron Bates.

Council Member Nefulda reported attendance at the Celebration of life for Council Member Ron Bates, Los Alamitos Street Fair, and Pacific Air Show.

Mayor Pro Tem Doby reported attendance at the Orange County Mosquito and Vector Control District Board meeting, ribbon cutting for High School STEM building, League of California Cities Annual Conference, Police Officer pinning ceremony, Youth Center Gala, Chamber's Hero's Appreciation Lunch, State of the District, Glow in the Dark Fun Run, Coffee with a Copy, retirement celebration for Chief Rob Roberts, Celebration of life for Council Member Ron Bates, Pacific Air Show, Sunset Saturday, and the Elevate Women's Conference.

Mayor Hasselbrink advised she had been out of the Country this month and reported attendance at the St. Hedwig Autumn Fest, Glow in the Dark Fun Run, Pacific Air Show, Taste of Los Al, State of the District, Celebration of life for Council Member Ron Bates, the Elevate Women's Conference, and welcomed incoming Orange County Fire Authority Division Chief, Craig Covey.

## 8. ITEMS FROM THE CITY MANAGER

City Manager Simmons took a moment to recognize the City's Code Enforcement Officers and thank them for a job well done.

## 9. WARRANTS

### A. Warrants (Finance)

The Warrant Register contained checks and electronic funds transfers for the period from September 7, 2022 to October 3, 2022.

Motion/Second: Doby/Hasselbrink
Unanimously Carried: The City Council ratified the Warrants for the period from September 7, 2022 to October 3, 2022 in the amount of $1,673,441.04.

**Roll Call**

| | |
|---|---|
| Mayor Hasselbrink | Aye |
| Mayor Pro Tem Doby | Aye |
| Council Member Chirco | Aye |
| Council Member Nefulda | Aye |

**10. CONSENT CALENDAR**

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

Mayor Pro Tem Doby received clarification on item 10F.

Motion/Second: Chirco/Doby
Unanimously Carried: The City Council approved the following Consent Calendar Items:

**A. Approval of Minutes (Administration)**

Approve the City Council Minutes for the Regular meeting of September 19, 2022, and the Special meeting of September 26, 2022.

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

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

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

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,

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

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

**C. Notice of Completion for Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01) (Development Services)**

The Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01) was the installation of new arterial signs at traffic signals citywide

to complete the City's arterial signage effort. The previous Arterial Street Sign Replacement Project (CIP No. 19/20-04) in 2020 was the installation of signs along Los Alamitos Boulevard from Cerritos Avenue to Bradbury Road. This second phase completed the remainder of the City's arterial signs.

The City Council:

1. Accepted as complete the construction by Yunex Traffic LLC for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01); and,
2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,

2. Authorize Staff to release the 5% retention to the contractor, in the amount of $1,557.00, thirty-five (35) days after recordation of the Notice of Completion.

**D. Community Development Block Grant (CDBG) Fiscal Year 2023/2024 (Development Services)**

This item recommends Council approval for the Fiscal Year 2023/2024 Community Development Block Grant (CDBG) project application to Orange County. A resolution of approval is required by the County of Orange as a part of the application for funds.

The City Council:

1. Adopted Resolution No. 2022-30 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2023/2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."; and,

2. Authorized the City Manager to execute all CDBG program documents for Fiscal Year 2023/2024 and appropriate amendments, if any, as they become available.

**E. Disposal of Surplus Equipment (City Fleet) (Development Services)**

This item sets forth a recommendation to dispose of surplus equipment (City Fleet).

The City Council declared the listed equipment as surplus and authorize its disposal in accordance with Los Alamitos Municipal Code, Section 2.60.020.

**F. Purchase of a Police Pursuit Rated Vehicle via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group (Development Services)**

This item seeks approval to purchase a police pursuit rated vehicle (Ford F-150 Responder) in the amount of $54,469.11 via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 091521-NAF.

Mayor Pro Tem Doby questioned the need for a truck. Captain Byerly advised a multi-purpose vehicle would allow the Department to be more efficient.

The City Council approved the purchase of one (1) police pursuit vehicle (Ford F-150 Responder) from National Auto Fleet Group via Sourcewell Contract No. 091521-NAF in an amount not to exceed $54,469.11.

## 11. ORDINANCE

**A. 2022 Building Standards Code and Fire Code Adoption (Development Services)**

The State's Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. Every three years the State of California adopts model building codes. The 2022 California Building Standards Code will take effect on January 1, 2023. The City is charged with adopting local amendments necessary for local conditions before the end of the year in order for the amendments to be effective.

City Manager Simmons advised this was a required scheduled update and referred to the Staff Report.

Motion/Second: Doby/Chirco
Unanimously Carried: The City Council:

1. Waived reading in full and authorized reading by title only of Ordinance No. 2022- 05, and Ordinance No. 2022-06; and,

2. Set Ordinance No. 2022-05 and Ordinance 2022-06 for second reading at a Public Hearing on November 14, 2022; and,

3. City Attorney Daudt read the title of Ordinance No. 2022-05, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 15.04 OF TITLE 15 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24) CONSISTING OF:

THE 2022 CALIFORNIA ADMINISTRATIVE CODE; THE 2022 CALIFORNIA BUILDING CODE, INCLUDING APPENDIX J; THE 2022 CALIFORNIA RESIDENTIAL CODE, INCLUDING APPENDICES H AND V; THE 2022 CALIFORNIA ELECTRICAL CODE; THE 2022 CALIFORNIA MECHANICAL CODE; THE 2022 CALIFORNIA PLUMBING CODE; THE 2022 CALIFORNIA ENERGY CODE; THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022 CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS; AND ADOPTING THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS";
and,

4. City Attorney Daudt read the title of Ordinance No. 2022-06, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DELETING CHAPTER 15.08 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADDING A NEW CHAPTER 15.08 ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE (TITLE 24, PART 9) WITH APPENDICES AND AMENDMENTS THERETO".

## 12. DISCUSSION ITEM

### A. Creation and Funding of Economic Development (Fund 57)(Finance)

This report provided the Council with an opportunity to discuss creating and funding a new fund for Economic Development projects.

City Manager Simmons summarized the Staff Report and answered questions from the City Council.

Mayor Hasselbrink spoke in favor of the Economic Development Department and properly tracking expenditures.

Motion/Second: Chirco/Doby
Unanimously Carried: The City Council:

1. Discussed the option of creating and funding an additional fund for Economic Development; and,

2. Directed Staff to create Economic Development Fund (Fund 57) with an initial transfer of $500,000 from the American Rescue Plan Act (ARPA) fund (Fund 56).

**B. Appoint a Council Member to Serve as the Alternate to the Orange County Sanitation District Board (Administration)**

The recent Council vacancy has left the City without representation on the Orange County Sanitation District Board. This item will allow the Council to appoint an alternate representative to serve until the annual reappointment in December.

City Manager Simmons summarized the Staff report. Council and Staff discussed the Orange County Sanitation District Board function and meetings.

Council Member Nefulda stated interest in the position.

Motion/Second: Hasselbrink/Doby
Unanimously Caried: The City Council:

1. Appointed Council Member Jordan Nefulda as the Alternate representative to the Orange County Sanitation District Board; and,

2. Directed the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

**13. ADJOURNMENT**

The City Council adjourned to Monday, November 14, 2022, at 6:00 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

## MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

## SPECIAL MEETING – Monday, October 24, 2022

### 1. CALL TO ORDER

The City Council met in Special Session at 6:04 p.m., Monday, October 24, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

### 2. ROLL CALL

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

**Absent:** Council Members: None

**Present:** Staff: Chet Simmons, City Manager
Michael Claborn, Police Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services
Windmera Quintanar, MMC, City Clerk

### 3. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak about any item described on the agenda prior to the Council's consideration of that item. Pursuant to the Brown Act Section 54954.3 (b), remarks are limited to items described in the notice for the meeting. Remarks are to be limited to not more than three minutes per speaker.

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

### 4. SPECIAL ORDER OF THE DAY

**A. Interview Applicants for the City Council Vacancy (Administration)**

The City Council will be interviewing candidates and making an appointment to fill the current City Council vacancy in District 2. The term will end November 2024.

Mayor Hasselbrink introduced the item.

Council interviewed candidates in the following alphabetical order: Gary Loe, Trisha Murphy; and, Daniel Patz.

City Clerk Quintanar provided the Council with blank Indications of Support forms for the Council applications. Upon receipt of the forms, she stated there were 2 Indications of Support for Daniel Patz and 2 Indications of Support for Trisha Murphy.

Mayor Hasselbrink requested Council reconsider.

City Clerk Quintanar stated there was no change with 2 Indications of Support for Daniel Patz and 2 Indications of support for Trisha Murphy.

Motion/Second: Hasselbrink/Doby
Carried 3/1: The City Council appointed Trisha Murphy to fill the current Council vacancy in District 2 by roll call vote; and, directed the City Clerk to issue the Oath of Office.

City Clerk Quintanar administered the Oath of Office for Trisha Murphy.

**5. ADJOURNMENT**

The City Council adjourned at 6:47 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11B**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Michael Daudt, City Attorney**

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


**SUMMARY**

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


**RECOMMENDATION**

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

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,

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

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

**BACKGROUND**

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

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

## DISCUSSION

The Required Findings

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

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

(B) Either of the following circumstances exist:

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

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

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

The "Every 30 Days Thereafter" Requirement

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

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

Potential Consequence of Not Making the Findings Every 30 Days

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

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

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

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

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

## FISCAL IMPACT

None.

Attachment: None

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11C**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Craig Koehler, Director of Finance**

**Subject:** **Treasurer's Quarterly Investment Report - September 2022**

### SUMMARY

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 2022.

### BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

### DISCUSSION

This report is a summary of the City's investment activities and portfolio listing and balances for the quarter ending September 30, 2022.

### FISCAL IMPACT

None.

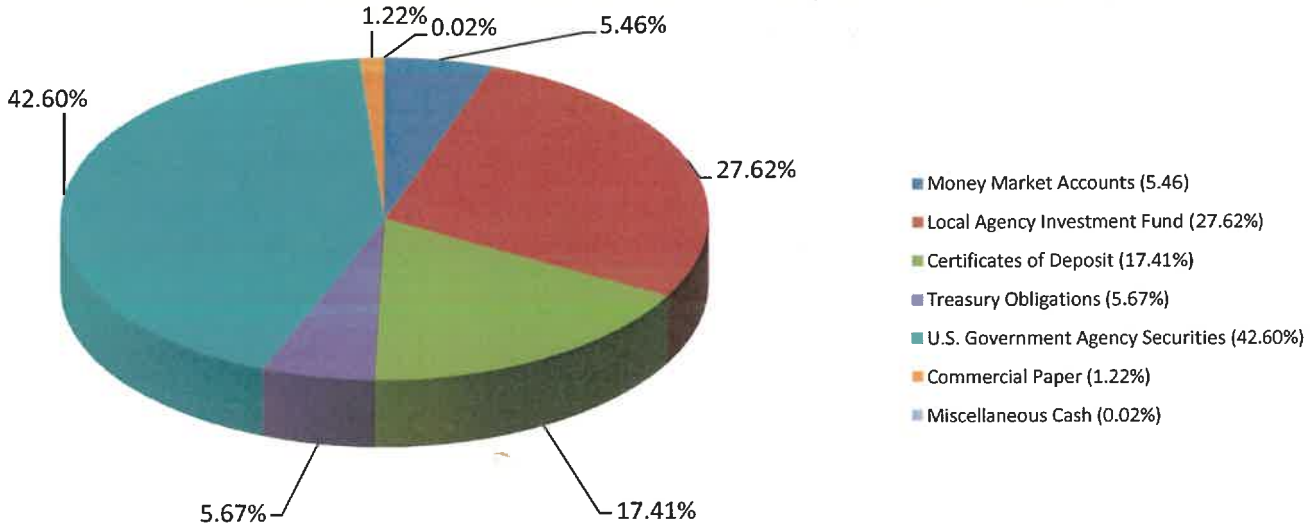
Attachment:
1. Quarterly Investment Report - September 2022
2. Pooled Invetment Portfolio Holdings - September 2022

ATTACHMENT 1

# CITY OF LOS ALAMITOS
## Quarterly Investment Report
## September 30, 2022

| | | AMORTIZED COST | | MARKET VALUE |
|---|---|---|---|---|
| **POOLED INVESTMENT PORTFOLIO** | | | | |
| Money Market Accounts | $ | 1,101,707.49 | $ | 1,101,707.49 |
| Local Agency Investment Fund (LAIF) | | 5,682,992.78 | | 5,571,952.57 |
| Certificates of Deposit | | 3,702,000.00 | | 3,512,660.34 |
| Treasury Obligations | | 1,250,000.00 | | 1,143,310.50 |
| U.S. Government Agency Securities | | 9,249,375.00 | | 8,594,424.00 |
| Commercial Paper (1.22%) | | 250,000.00 | | 245,435.00 |
| Miscellaneous Cash | | 3,500.00 | | 3,500.00 |
| **TOTAL POOLED INVESTMENT PORTFOLIO** | | **21,239,575.27** | | **20,172,989.90** |
| **INVESTMENTS HELD BY FISCAL AGENT** | | | | |
| 2015 Certificates of Participation | | 148,960.49 | | 148,960.49 |
| **TOTAL INVESTMENTS HELD BY FISCAL AGENT** | | **148,960.49** | | **148,960.49** |
| **TOTAL CASH & INVESTMENTS** | **$** | **21,388,535.76** | **$** | **20,321,950.39** |

**COMPOSITION OF POOLED PORTFOLIO (NON-FISCAL AGENT)**




It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 9/19/22. 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 2.04 years, and the weighted average yield on cost is 0.750% indenture associated with the bond transaction which generated the cash.

*Craig Koehler*

Craig Koehler, Finance Director / City Treasurer

# CITY OF LOS ALAMITOS
## Pooled Investment Portfolio Holdings
## September 30, 2022

| DESCRIPTION OF SECURITY | CUSIP REF | COUPON RATE | MATURITY DATE | INVESTMENT RATING | PURCH DATE | AMORTIZED COST | YIELD ON MATURITY | MARKET VALUE |
|---|---|---|---|---|---|---|---|---|
| **MONEY MARKET ACCOUNTS** | | | | | | | | |
| US Bank | | Varies | Varies | Coll. [1] | Varies | 1,101,707.49 | 0.50% | 1,101,707.49 |
| **SUBTOTAL MONEY MARKET ACCOUNTS** | | | | | | **1,101,707.49** | | **1,101,707.49** |
| **LOCAL AGENCY INVESTMENT FUND (LAIF)** | | Varies | Varies | NR | Varies | **5,682,992.78** | 0.98% | **5,571,952.57** |
| **CERTIFICATES OF DEPOSIT** | | | | | | | | |
| Morgan Stanley (FDIC Gtd) | 61747MY70 | 3.20% | 05/17/23 | FDIC | 05/17/18 | 246,000.00 | 3.20% | 244,911.94 |
| Synchrony Bank (FDIC Gtd) | 87164YXH2 | 3.30% | 07/20/23 | FDIC | 07/20/18 | 246,000.00 | 3.30% | 244,647.49 |
| CitiBank (FDIC Gtd) | 17312QT33 | 3.30% | 09/21/23 | FDIC | 09/21/18 | 245,000.00 | 3.30% | 243,162.26 |
| Medallion Bank Utah CTF | 58404DHQ7 | 0.55% | 07/30/25 | FDIC | 07/30/20 | 249,000.00 | 0.55% | 224,146.31 |
| Texas Exchange Bank SSB | 88241TLA6 | 0.80% | 06/04/26 | FDIC | 06/04/21 | 248,000.00 | 0.80% | 218,758.07 |
| Sallie Mae Bank Salt Lake UT | 795451AF0 | 1.00% | 07/28/26 | FDIC | 07/28/21 | 248,000.00 | 1.00% | 219,736.18 |
| Goldman Sachs Bank | 38149MG64 | 0.40% | 11/03/27 | FDIC | 10/28/21 | 248,000.00 | 0.40% | 238,271.95 |
| Capital One Bank | 14042TEU7 | 2.25% | 03/23/27 | FDIC | 03/16/22 | 247,000.00 | 2.25% | 227,236.54 |
| Bank of Hapoalim New York | 06251A3MO | 1.50% | 01/22/27 | FDIC | 01/22/22 | 250,000.00 | 1.50% | 223,559.75 |
| State Bank of India New York NY | 856285C33 | 1.45% | 01/22/27 | FDIC | 01/22/22 | 250,000.00 | 1.45% | 222,980.75 |
| American Express NA | 02589ADK5 | 3.35% | 08/05/24 | FDIC | 08/03/22 | 245,000.00 | 3.35% | 242,038.69 |
| Capital One NA | 14042RTH4 | 3.50% | 08/03/26 | FDIC | 08/03/22 | 245,000.00 | 3.50% | 238,532.74 |
| Ally Bank | 02007GXG3 | 3.45% | 08/04/26 | FDIC | 08/04/22 | 245,000.00 | 3.45% | 238,100.07 |
| Discover Bank | 254673P34 | 3.50% | 08/10/26 | FDIC | 08/10/22 | 245,000.00 | 3.50% | 245,000.00 |
| BMW Bank North America (FDIC Gtd) | 05580AP24 | 3.25% | 08/12/24 | FDIC | 08/12/22 | 245,000.00 | 3.25% | 241,577.60 |
| **SUBTOTAL CERTIFICATES OF DEPOSIT** | | | | | | **3,702,000.00** | | **3,512,660.34** |
| **TREASURY OBLIGATIONS** | | | | | | | | |
| U. S Treasury Notes | 91282CDH1 | 0.75% | 11/15/24 | AAA | 12/15/21 | 500,000.00 | 0.75% | 464,980.50 |
| U. S Treasury Notes | 912828ZF0 | 0.50% | 03/31/25 | AAA | 05/26/21 | 500,000.00 | 0.50% | 456,621.00 |
| U. S Treasury Notes | 91282CAT8 | 0.25% | 10/31/25 | AAA | 10/28/21 | 250,000.00 | 0.25% | 221,709.00 |
| **SUBTOTAL TREASURY OBLIGATIONS TOTAL** | | | | | | **1,250,000.00** | | **1,143,310.50** |
| **U.S. GOVERNMENT AGENCY SECURITIES** | | | | | | | | |
| Federal Home Loan Bank | 3130AM5Q1 | 0.440% | 04/29/24 | AAA | 12/15/21 | 500,000.00 | 0.44% | 469,365.00 |
| Federal Home Ln Mtg Corp MTN NTS | 3134GWEA0 | 0.450% | 07/29/24 | AAA | 07/29/20 | 750,000.00 | 0.45% | 700,519.50 |
| Federal Home Loan Bank | 3130ALCV4 | 0.750% | 02/24/26 | AAA | 10/28/21 | 250,000.00 | 0.75% | 220,782.75 |
| Federal Farm Credit Banks | 3133ENBK5 | 1.140% | 10/20/26 | AAA | 12/15/21 | 250,000.00 | 1.14% | 220,132.75 |
| Federal Home Loan Bank | 3130APFU4 | 1.050% | 10/28/26 | AAA | 10/28/21 | 250,000.00 | 1.05% | 218,765.50 |
| FHLB STEP-UP | 3130APTZ8 | 0.800% | 11/24/26 | AAA | 11/21/21 | 500,000.00 | 0.85% | 447,486.50 |
| Federal Home Loan Bank | 3130AQJG9 | 1.650% | 01/28/27 | AAA | 01/22/22 | 1,000,000.00 | 1.65% | 890,897.00 |
| FHLB Agency Note | 3130AQRH8 | 2.000% | 02/25/27 | AAA | 02/25/22 | 1,000,000.00 | 2.00% | 903,847.00 |
| Federal Home Loan Bank | 3130AR4T5 | 2.000% | 03/22/27 | AAA | 03/17/22 | 500,000.00 | 2.00% | 462,889.00 |
| Federal Home Loan Bank | 3130AQWJ8 | 2.050% | 03/22/27 | AAA | 03/03/22 | 1,000,000.00 | 2.05% | 903,661.00 |
| Federal Home Loan Bank | 3130ARYD2 | 3.250% | 05/23/25 | AAA | 05/02/22 | 500,000.00 | 3.25% | 470,514.00 |
| Federal Home Loan Bank | 3130ARYL0 | 3.000% | 11/25/24 | AAA | 05/02/22 | 1,000,000.00 | 3.00% | 968,087.00 |
| Federal Home Loan Bank | 3130ARYD7 | 3.250% | 05/23/23 | AAA | 05/02/22 | 1,000,000.00 | 3.25% | 967,019.00 |
| Federal Home Ln Mtg Corp | 3134GX2B9 | 4.250% | 09/27/24 | AAA | 09/22/22 | 249,375.00 | 4.25% | 250,155.00 |
| Federal Home Loan Bank | 3130ATGG6 | 4.500% | 09/29/25 | AAA | 09/29/22 | 500,000.00 | 4.50% | 500,303.00 |
| **SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES** | | | | | | **9,249,375.00** | | **8,594,424.00** |
| **COMMERCIAL PAPER** | | | | | | | | |
| John & Johnson | 47816GQE2 | 3.660% | 3/14/23 | A-1+ | 9/29/22 | 250,000.00 | 3.72% | 245,435.00 |
| **SUBTOTAL COMMERCIAL PAPER** | | | | | | **250,000.00** | | **245,435.00** |
| **MISCELLANEOUS CASH** | | | | | | **3,500.00** | | **3,500.00** |
| **TOTAL CUSTODY HOLDINGS** | | | | | | **21,236,075.27** | | **20,169,489.90** |
| **TOTAL POOLED CASH & INVESTMENTS** | | | | | | **21,239,575.27** | | **20,172,989.90** |

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

21,388,535.76 Att 1 Amort Cost 20,321,950.39

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11D**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Craig Koehler, Director of Finance**

**Subject:** **Addition of Authorized Officers and Employees of the City to Examine Confidential Sales or Transactions and Use Taxes**


**SUMMARY**

The original agreement with California Department of Tax and Fee Administration (CDTFA) was entered into in 1989 for the Bradley-Burns Tax. An additional agreement with CDTFA, Ordinance 2020-06, for Transactions and Use Tax, was completed on July 27, 2020. The new agreement will supersede all previous agreements entered into with CDTFA and will incorporate both sales or transactions and use tax records. The item proposes to add authorized officers and employees of the City to examine Confidential Sales or Transactions and Use Taxes collected by CDTFA Pursuant to existing contracts.


**RECOMMENDATION**

Adopt Resolution No. 2022-32, entitled “A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS"

**BACKGROUND**

As discussed with Budget Standing Committee at its Special Meeting held on July 27, 2022, all sales tax data is confidential and only authorized positions in the City are allowed to examine the records of the CDTFA. City Council action is required to name the authorized representatives of the City who may examine confidential sales, use and transactions taxes collected by the CDTFA. Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the sales, use, and transactions records of the CDTFA.

The City Manager, and/or Director of Finance, or other officer or employee of the City designated in writing by the City Manager to the CDTFA is appointed via the attached resolution to represent the City with authority to examine those transactions and use tax records of the CDTFA for purposes related to the following governmental functions of the City :

a) City Administration;
b) Revenue management and budgeting;
c) Community and economic development;

d) Business License tax administration; and
e) Other related City financial administration.

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City of Los Alamitos.

## DISCUSSION

Finance has been communicating with the CDTFA in connection with adding confidential access for additional named positions. CDTFA staff has recommended filing a new agreement, Resolution 2022-32, that incorporates confidential access both sales or transactions and use taxes and identifies the new positions that will have access to the information. The new positions include the Finance Manager, Development Services Director, Development Services Manager, and Economic Development Supervisor. Currently, only the City Manager and Finance Director have access to these records.

## FISCAL IMPACT

None.

Attachment:
1. Resolution No. 2022-32 - Authorizing Access
2. Ordinace 2020-06
3. Resolution 2020-39

## RESOLUTION NO. 2022-32

### A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

**WHEREAS**, pursuant to Ordinance No. 274, the City of Los Alamitos entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and,

**WHEREAS**, pursuant to Ordinance No. 2020-06, Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and,

**WHEREAS**, the City Council of the City of the City of Los Alamitos deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and,

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS HEREBY RESOLVES AS FOLLOWS:**

SECTION 1. That the City Manager, Finance Director, Finance Manager, Development Services Director, Development Services Manager, and Economic Development Supervisor, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

SECTION 2. That the City Manager, Finance Director, Finance Manager, Development Services Director, Development Services Manager, and Economic Development Supervisor, or other officer or employee of the City designated in writing by the City Manager to the Department is hereby appointed to represent the City with authority to

examine sales or transactions and use tax records of the Department for the purposes related to the following governmental functions of the City:

a) City Administration
b) Revenue management and budgeting
c) Community and economic development
d) Business License tax administration
e) Other related City Financial administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

SECTION 3. That Hinderliter, de Llamas and Associates (HDL Companies) is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the HDL Companies:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

SECTION 4. That this resolution supersedes all prior resolutions of the City Council of the City of Los Alamitos adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

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

**PASSED, APPROVED, AND ADOPTED** this 21st day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at an Adjourned Regular Meeting of the City Council held on the 14th day of November, 2022 by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

## ORDINANCE N0. 2020-06

**AN ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 3.14 TO TITLE 3 OF THE LOS ALAMITOS MUNICIPAL CODE IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**

**WHEREAS,** people live in Los Alamitos because it offers a better quality of life and better services than other nearby communities; and,

**WHEREAS,** due to Sacramento takeaways, Los Alamitos has lost almost $13 million in local property tax dollars since 1992, and is continuing to lose another $770,000 every year; and,

**WHEREAS,** the 20-year long term plan shows that the annual deficit for 2021-22 will be $1.652 million and grows to over $3.7 million annually by 2030-31; and,

**WHEREAS,** the City of Los Alamitos has consistently managed a balanced budget for the past 10 years, focusing on being fiscally responsible and making the hard decisions to cut costs and staff as financial realities change; and,

**WHEREAS,** the City over the last ten years has been very fiscally responsible by lowering costs, including reducing the workforce by 26 full-time positions, reducing healthcare subsidies, implementing a 2-tiered retirement program and 3-tiered salary schedule, and contracting out for various city services including street sweeping thereby reducing costs while maintaining many essential city services; and,

**WHEREAS,** the City faced a $1.347 million structural budget deficit for fiscal year 2020-21. The City temporarily addressed this structural deficit by furloughing staff; reducing pay for city employees; cutting 10 FT/PT city positions, including 4 police and one code enforcement officer positions; reorganizing the Recreation and Development Services Departments; and reducing other city services; and,

**WHEREAS,** the City combines a small-town ambience and desires to maintain a high quality of life to ensure that the community is a nice place to live, work, visit, and conduct business; and,

**WHEREAS,** public safety is a top priority in Los Alamitos and represents over 47% of the City's General Fund budget, and without additional revenue the City will be forced to significantly cut public safety services, including gang and drug prevention, neighborhood police patrols, and consider reducing senior and youth community programs and other essential City services; and,

**WHEREAS,** the City desires to maintain and keep rapid 9-1-1 emergency and quick response times, and retain and attract qualified police officers, so that people of Los Alamitos will continue to receive vital police protection services; and,

**WHEREAS,** among other priorities the City seeks to continue to maintain vital senior and youth programs and numerous community events; and,

**WHEREAS,** the City strives to stimulate local economic growth and create more good-paying local jobs for residents, and the additional funds will help Los Alamitos remain attractive to businesses, visitors and homebuyers strengthening local property values; and,

**WHEREAS,** this measure will help to maintain funding for local streets, roadways and park and playground equipment maintenance and repair, repair and maintain city facilities including the Community Center, Police Station, City Hall and Public Works Yards; and,

**WHEREAS,** additional revenue will allow the City to repair local storm drain systems to prevent flooding; to maintain safety; and help to repair streets and potholes; and,

**WHEREAS,** this measure will help local property values by making sure Los Alamitos has well-maintained streets, safe and clean neighborhoods, and high quality public safety services, keeping property values strong; and,

**WHEREAS,** sales taxes are not charged on food purchased as groceries or prescription medication, limiting the measure's impact on Los Alamitos residents; and,

**WHEREAS,** in light of the structural deficit, additional revenues are needed in order to preserve essential city services and the high quality of life in Los Alamitos; and,

**WHEREAS,** all additional revenues raised by this measure will be used to fund essential city services in Los Alamitos, and cannot be taken away by the state or used for other purposes; and,

**WHEREAS,** the additional revenues raised by this measure will be subject to a clear system of accountability, including annual independent financial audits, adopting annual City budgets during a public meeting and publishing the entire City Budget and Comprehensive Annual Financial Report online to ensure that all funds are accounted for and spent properly.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DO ORDAIN AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Subject to and contingent upon the voter approval requirements set forth in Section 3 of this Ordinance, Chapter 3.14 – Transactions and Use Tax is hereby added to Title 3 (Revenue and Finance) of the Los Alamitos Municipal Code to read as follows:

**3.14.010 Short title.**

This chapter shall be known as the "Los Alamitos Transactions and Use Tax Ordinance." The City of Los Alamitos hereinafter shall be called "City". This chapter shall be applicable in the incorporated territory of the City.

**3.14.020 Operative date.**

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of the ordinance enacting this chapter, the date of such adoption being as set forth below.

**3.14.030 Purpose.**

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same

time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

**3.14.040 Contract with State.**

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

**3.14.050 Transactions tax rate.**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one and one-half percent (1.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of the ordinance enacting this chapter.

**3.14.060 Place of sale.**

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

**3.14.070 Use tax rate.**

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one and one-half percent (1.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**3.14.080 Adoption of provisions of State law.**

Except as otherwise provided in this chapter and except insofar as they are

inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

**3.14.090 Limitations on adoption of provisions of State law and collection of use taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has

total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

**3.14.100 Permit not required.**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

**3.14.110 Exemptions and exclusions.**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage,

use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**3.14.120 Amendments.**

All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

**3.14.130 Enjoining collection forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any

tax or any amount of tax required to be collected.

**3.14.140 Severability.**

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. Approval by the Voters. Pursuant to California Elections Code section 9217 and Revenue and Taxation Code section 7285.9, this Ordinance and the transactions and use tax contemplated herein shall take effect only if approved by a majority of the eligible voters of the City of Los Alamitos voting at the Regular Election of November 3, 2020, and shall take effect ten (10) days after the City Council has certified the results of that election by resolution.

**PASSED, APPROVED, AND ADOPTED** this 27th day of July, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Daudt
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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. 2020-06 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 20th day of July, 2020 and that thereafter, said Ordinance was duly adopted and passed (pending the majority of eligible voters support at the Regular Election of November 3, 2020) at an adjourned regular meeting of the City Council on the 27th day of July, 2020, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS: Chirco, Hasselbrink, Doby, Murphy
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Grose
ABSTAIN: COUNCIL MEMBERS: None

Windmera Quintanar, MMC, City Clerk

State of California )
County of Orange ) ss.
City of Los Alamitos )

I declare under penalty or perjury that this document is a full, true, and correct copy of the original on file in this office.

ATTEST: DATED: 12/14/2020

City Clerk, City of Los Alamitos, California

# RESOLUTION NO. 2020-39

## A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS

**WHEREAS**, pursuant to Ordinance No. 2020-06 of City of Los Alamitos hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and,

**WHEREAS**, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and,

**WHEREAS**, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board.

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

SECTION 1. That the City Manager, Finance Director, other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

SECTION 2. That the City Manager, Finance Director or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

a) City Administration
b) Revenue management and budgeting
c) Community and economic development
d) Business License tax administration
e) Other related City Financial administration

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the District listed above.

SECTION 3. That Hinderliter, De Llamas and Associates (HDL Companies) is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Department. The person or entity designated by this section meets all of the following conditions:

a) has an existing contract with the District to examine those transactions and use tax records;
b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
d) is prohibited by that contract from retaining the information contained in or derived from those transactions and use tax records after that contract has expired.

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

**PASSED, APPROVED, AND ADOPTED** this 14th day of December 2020.

Richard D. Murphy, Mayor

ATTEST:

DocuSigned by:
Windmera Quintanar
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Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Daudt
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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 14th day of December 2020, by the following vote, to wit:

| | | |
|---|---|---|
| AYES: | COUNCILMEMBERS: | Chirco, Murphy, Doby, Grose, Hasselbrink |
| NOES: | COUNCILMEMBERS: | None |
| ABSENT: | COUNCILMEMBERS: | None |
| ABSTAIN: | COUNCILMEMBERS: | None |

DocuSigned by:
Windmera Quintanar
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Windmera Quintanar, MMC, City Clerk

# City of Los Alamitos
## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11E**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Emeline Noda, Director of Recreation & Community Services**

**Subject:** **Personnel Changes Related to Aquatics Programming**


**SUMMARY**

This report outlines personnel changes for the Recreation and Community Services Department for an expansion to aquatic programming.


**RECOMMENDATION**

Adopt Resolution No.2022-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS FOR LIFEGUARD, WATER SAFETY INSTRUCTOR I, AND SR. LIFEGUARD/WATER SAFETY INSTRUCTOR II".

**BACKGROUND**

This report outlines the various personnel related changes necessary to support the addition of aquatics programming within the Recreation and Community Services Department. Appropriate job descriptions for each position are also covered.

**DISCUSSION**

The Recreation and Community Services Department is in talks with Los Alamitos High School to secure a partnership collaboration for partial use of the Los Alamitos High School pool to provide aquatic programming for the Los Alamitos community. In preparation for fulfilling staffing requirements for such a program, the Department is updating its personnel job descriptions for Lifeguard, Water Safety Instructor I, Sr. Lifeguard/Water Safety Instructor II. The intention is to hire staff in early 2023 to provide ample time for advertising the program to the public and training the appropriate staff.

The attached part-time job descriptions have been updated for:

- Lifeguard (Recreation and Community Services Department)
- Water Safety Instructor I (Recreation and Community Services Department)
- Sr. Lifeguard/Water Safety Instructor II (Recreation and Community Services Department)

The City of Los Alamitos Hourly Rate Schedule has been revised to reflect the updated job

positions.

## FISCAL IMPACT

There is no cost to update the job descriptions. A midyear adjustment of $34,850.00 will need to be requested for FY 22-23 to accommodate the aquatics program including training, necessary supplies, uniforms, and staffing for the 2023 beginning of summer. Revenue from aquatic lessons will offset a portion of the costs.

Attachment:

1. RESOLUTION NO
2. Lifeguard Recreation and Community Services Department
3. Water Safety Instructor I Recreation and Community Services Department
4. Senior Lifeguard-Water Safety Instructor II Recreation and Community Services

**RESOLUTION NO. 2022-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS FOR LIFEGUARD, WATER SAFETY INSTRUCTOR I, AND SR. LIFEGUARD/WATER SAFETY INSTRUCTOR II**

**WHEREAS,** job descriptions have been developed for the following part-time positions: Lifeguard, Water Safety Instructor I, Sr. Lifeguard/Water Safety Instructor II; and,

**WHEREAS**, the new job descriptions will be effective January 1, 2023.

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

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council approves the job descriptions for Lifeguard, Water Safety Instructor I, and Sr. Lifeguard/Water Safety Instructor II (Exhibit A).

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

**PASSED, APPROVED, AND ADOPTED** this 14 day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on this 14th day of November, 2022., by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

**CITY OF LOS ALAMITOS**

**Job Description**

# LIFEGUARD
# RECREATION AND COMMUNITY SERVICES DEPARTMENT

## THE POSITION

This position serves as aquatics Lifeguard in the Department of Recreation and Community Services and performs pool lifeguard skills during swim lessons, recreation swim periods, and lap swim.

## ESSENTIAL JOB FUNCTIONS

Under the direction of the Aquatics Supervisor and Aquatics Coordinator, the Lifeguard is required to perform the following essential job functions: is responsible for the safety of facility patrons, perform emergency care as need, ability to handle all emergency situations effectively and administer first aid, CPR, AED, and rescues as needed, respond to unsafe conditions or potential hazards around and in the facility. Additionally, the lifeguard will assist Water Safety Instructors in the pool with group swim lessons; maintain the ability to use effective verbal communication to enforce pool rules and regulations while the facility is in operation; and perform other duties as assigned.

## DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Knowledge and understanding of current American Red Cross Lifeguard requirements; knowledge of methods, materials, and equipment involved in the maintence and operation of swimming pools; past experience working with children and people of all ages; ability to read and follow directions; ability to interpret and apply pool rules and regulations; ability to promote public relations among participants; ability to work cooperatively with other staff members.

## DESIRABLE EXPERIENCE AND TRAINING

Prior experience in aquatics or swimming preferred. Currently attending or graduated from high school. College course work with a major in recreation, child development, or physical education is preferred. Must posses current American Red Cross Lifeguard Cerification by first day of employment.

## SPECIAL JOB-RELATED REQUIREMENTS

Red Cross Lifeguard and First Aid/CPR/AED Certificate
Ability to pass an in-water demonstration

**CITY OF LOS ALAMITOS**

**Job Description**

# WATER SAFETY INSTRUCTOR I
# RECREATION AND COMMUNITY SERVICES DEPARTMENT

## THE POSITION

This position serves as Water Safety Instructor I in the Department of Recreation and Community Services and performs swim lesson instruction and lifesaving skills.

## ESSENTIAL JOB FUNCTIONS

Under the direction of the Aquatics Supervisor and Aquatics Coordinator the Water Safety Instructor I is required to perform the following essential job functions: lead and teach swim lessons for all age groups and ability levels, have the ability to create and follow lesson plans; evaluate progress of swim students both orally and in writing; enforcement of pool rules and regulations; promote public relations among participants; and perform other duties as assigned.

## DESIRABLE KNOWLEDGE, SKILLS, AND ABILITIES

Previous experience in swim lesson instruction. Past experience working with children. Ability to read and follow directions; ability to interpret and apply pool rules and regulations; ability to work cooperatively with other staff members.

## DESIRABLE EXPERIENCE AND TRAINING

Prior experience in aquatics or swimming preferred. Currently attending or graduated from high school. College course work with a major in recreation, child development, or physical education is preferred. Must possess current American Red Cross Water Safety Instructor Certification by first day of employment.

## SPECIAL JOB-RELATED REQUIREMENTS

American Red Cross Water Safety Instructor's Certificate
Ability to pass an in-water demonstration

Revised 5/3/2004

**CITY OF LOS ALAMITOS**

**Job Description**

# SENIOR LIFEGUARD/WATER SAFETY INSTRUCTOR II
# RECREATION AND COMMUNITY SERVICES DEPARTMENT

## THE POSITION

This position serves as aquatics Senior Lifeguard/Water Safety Instructor II in the Department of Recreation and Community Services and performs pool lifeguard skills during swim lessons, recreation swim periods, and lap swim, and performs swim lesson instruction.

## ESSENTIAL JOB FUNCTIONS

Under the direction of the Aquatics Supervisor and Aquatics Coordinator, the Senior Lifeguard/Water Safety Instructor II is required to perform the following essential job functions: is responsible for the safety of facility patrons, perform emergency care as needed, ability to handle all emergency situations effectively and administer first aid, CPR, AED, and rescues as needed, respond to unsafe conditions or potential hazards around and in the facility. Additionally, lead and teach swim lessons for all age groups and ability levels, have the ability to create and follow lesson plans; evaluate progress of swim students both orally and in writing; enforcement of pool rules and regulations; promote public relations among participants; and perform other duties as assigned.

## DESIRABLE KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge and understanding of current American Red Cross Lifeguard and Water Safety Instructor requirements; knowledge of methods, materials, and equipment involved in the maintenance and operation of swimming pools; past experience working with children and people of all ages; ability to read and follow directions; ability to interpret and apply pool rules and regulations; ability to promote public relations among participants; ability to work cooperatively with other staff members.

## DESIRABLE EXPERIENCE AND TRAINING

One year minimum prior experience in aquatics or swimming is required. Currently attending or graduated from high school. College course work with a major in recreation, child development, or physical education is preferred. Must possess current American Red Cross Lifeguard and Water Safety Instructor Certification by first day of employment.

## SPECIAL JOB-RELATED REQUIREMENTS

Red Cross Lifeguard and First Aid/CPR/AED Certificate
Water Safety Instructor Certificate
Ability to pass an in-water demonstration and additional testing may be required

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11F**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Approval of the Request for Proposals (RFP) 2022-04 and Authorization to Bid for Building and Safety Services**


**SUMMARY**

This item facilitates the solicitation of bids for contractual services to provide Building & Safety services, including building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.


**RECOMMENDATION**

1. Approve the Request for Proposals (RFP) 2022-04 for Building & Safety services, and;

2. Authorize staff to advertise and solicit bid proposals.

**BACKGROUND**

The City's current Building & Safety services are provided by Charles Abbot Associates Inc. (CAA). In anticipation of the expiration of this agreement on June 30, 2023, a Request for Proposals (RFP) is presented that will solicit Building & Safety services including building division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

The Building & Safety Division is one of the divisions in the Development Services Department and is responsible for providing construction plan review services in order to ensure the safety of building occupants within homes, workspaces, and other buildings constructed in Los Alamitos. The review of construction plans is critical in providing safety for the building's occupants and the most cost effective time for them to evaluate this is during the project's review stage.

Building Services is responsible for the administration and enforcement of the uniform codes and related federal, state and city adopted laws and ordinances. This responsibility includes meeting state mandates to ensure all structures meet or exceed the minimum life safety standards. This division assures that these standards are in compliance, by providing organized procedures for the review of plans and specifications, field checking construction projects, and investigation of substandard structures for abatement.

## DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contract services, which will augment City staff as it relates to Building & Safety Division services. Under the direction of the Development Services Department, the selected contractor is expected to provide services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract includes but is not limited to:

### Building Division Administration

Consultant shall provide an International Code Council (ICC) Certified Building Official. The Building Official shall be responsible for the daily administration of Building Division activities, and shall perform the following services, including but not limited to:

a. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, and as specified in Federal and State law.
b. Issue Certificates of Use and Occupancy (C of O) for building and structures.
c. Manage, coordinate and oversee the building permit and plan check, building inspection and building counter services, so that they function as one Building & Safety organization.
d. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
e. Consultant shall provide the City the technical assistance necessary to prepare the periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:
    1. Prepare the City's ordinance updates, staff reports and attend City Council meetings.
    2. Coordinate with the Orange County Fire Authority (OCFA) and prepare the City code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are crossed referenced.

### Building Plan Check Services

Provide an ICC Certified Plans Examiner to be available at the Building Division counter from 7:30 a.m. to 12:30 p.m., Monday through Thursday, except during City designated holidays. Services shall include:

a. Manage, coordinate and oversee the building permit and plan check, building inspection, and building counter processes in the absence of the Building Official.
b. Perform over-the-counter plan checks.
c. Answer technical questions from the public, including inquiries regarding building and

safety codes and regulations.

d. Perform building plan checks.

e. Staffing provided by the Consultant must ensure that all City Building & Safety inspections and plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.

f. Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official.

g. Perform architectural, structural, plumbing, mechanical, and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by the Consultant at the City's offices may be plan-checked at the Consultant's local office.

**Building Inspection Services**

a. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.

b. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.

c. Coordinate with various City and County agencies and departments, including but not limited to the Orange County Fire Authority (OCFA), Environmental Health Department of the County of Orange, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.

d. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

e. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

f. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements (when applicable).

**Building Counter Operations**

a. Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans, and filing of building permit applications. Input information into the City's computer tracking system.

b. Consultant is to cooperate with the Orange County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building projects.

c. Monitor and track the status of building permit applications and plan check for expiration and develop a process to notify applications prior to the expiration of their building permits.

d. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but

not limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) conducted, and other financial, operational and statistical information pertinent to the Building Plan Check and Inspection Services process.

e. Provide public information regarding building permit applications, plan check, and inspection services and related matters.
f. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other Departments and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.

Term of the Agreement

Once a contractor is selected, an Agreement will be established for a term that will run for four (4) years, with a maximum of two – 2-year extensions for a possible total of eight (8) years.

The following is an approximate timeline for awarding of the contract related to Building and Safety Services:

| | |
|---|---|
| **Request for Proposal Made Available** | **Tuesday, November 15, 2022** |
| Proposal Due at City Hall | Thursday, January 19, 2023 at 10 a.m. |
| City Review of Proposals | Monday, January 23, 2023 to Thursday, February 9, 2023 |
| Interviews with Finalists | Monday, February 13, 2023 to Thursday, February 16, 2023 |
| City Council Consideration for Awarding | Monday, March 20, 2023 |

## FISCAL IMPACT

Funding for the specified services will be expended from the Development Services Department Budget Account No. 10-534-5260 for Fiscal Year (FY) 2022-2023.

Attachment: 1. RFP 2022-04 Building Safety Services (MSD review)_

**City of Los Alamitos**

**Request for Proposal (RFP) 2022-04**
**Building & Safety Services**
**FOR**

**Development Services Department**

**Attn: Ron Noda**
***Development Services Director***
**3191 Katella Avenue**
**Los Alamitos, California 90720**
**(562) 431-3538, Extension 500**
**(562) 493-1255 Fax**
**Email: rnoda@cityoflosalamitos.org**

**DATED: November 14, 2022**

**Deadline/Bid Opening Date:**
**Must be received by 10:00am**
**Thursday, January 19, 2023**
**RFP Available at http://www.cityoflosalamitos.org**

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# SECTION A
# NOTICE INVITING SEALED BIDS

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS**
**CITY OF LOS ALAMITOS**
**Development Services Department**

## NOTICE OF REQUEST FOR PROPOSALS 2022-04

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Thursday, January 19, 2023.

## BUILDING AND SAFETY SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR BUILDING AND SAFETY SERVICES RFP 2022-04. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes and public counter services.

City of Los Alamitos
Ron Noda
*Development Services Director*
3191 Katella Avenue
Los Alamitos, CA 90720

# SECTION B
# PROPOSAL RESPONSE REQUIREMENTS

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**BUILDING & SAFETY SERVICES**
**REQUEST FOR PROPOSAL (RFP) 2022-04**
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

## SECTION I – PROPOSAL REQUIREMENTS

**Proposal Response Requirements**
The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

Responses must conform with the requirements of this RFP. All services provided by the Consultant shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Consultant(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

**Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.**

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Consultant(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposal should be concise and be able to properly convey all information.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves

the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Monday, January 9, 2023 at 10 a.m.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

**Section II – Additional Proposal Response Requirements**

**A: Letter of Transmittal**

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

**B: Consultant Data**

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, Consultant, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers, and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect.
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

**C: Proposal**

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief Consultant profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
    - The successful Proposer may change the Management Contact, Building Inspector, Permit Technician, Building Official and other supporting staff and specialists with prior written permission of the City.
6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
7. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. If fixed fee for compensation, payment subject to accepted percentage completion.
9. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
11. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.

12. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**
13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

## Section III - General Conditions

### 3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

### 3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposal after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest

priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

**3.3 Cancellation of Solicitation**

The City may cancel this solicitation at any time.

**3.4 City of Los Alamitos Business License**

Firm and its Sub-Consultants are required to maintain an active City business license for the duration of this Agreement.

**3.5 Annual Payment to the City**

Firm is to provide the City with an annual payment of $12,000 to support City events and Building & Safety outreach. This payment is due at contract execution and each successive January 1st throughout the term of this Agreement.

**3.6 Compliance with Laws**

All Proposals shall comply with current federal, state, and other laws relative thereto.

**3.7 Contract Documents, Examination Of**

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**3.8 Costs**

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall

not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

**3.9 Disqualification of Proposer**

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion.

**3.10 Interpretation of Request for Proposals**

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any Contract Documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Monday, January 9, 2023, 2023 at 10 a.m. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for Interpretations (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

**3.11 Irregularities**

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

**3.12 Non-Exclusive Contract**

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

**3.13 No Obligation**

The release of this RFP does not obligate nor compel the City to enter into a contract or

agreement.

**3.14 Offers of More Than One Price**

Proposers are NOT allowed to submit more than one Proposal.

**3.15 Proposal, Rejection Of**

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

**3.16 Proprietary Information**

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

**3.17 Public Opening**

There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

**3.18 Severability**

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**3.19 Sub-Consultant Information**

If the Proposal includes the use of Sub-Consultants, Proposer must identify Sub-Consultants and the specific requirements of this RFP for which each proposed Sub-Consultants would perform services.

**3.20 Sub-Consultant References**

For all Sub-Consultants that will be used on this project, Proposers must provide a minimum of three references from similar projects performed for any local government clients within the last three years. Information provided shall include:

A. Client name
   1. Project description
   2. Dates (starting and ending)
   3. Technical environment
   4. Staff assigned to reference engagement that will be designated for work per this

RFP

5. Client project manager's name and telephone number.

### 3.21 Terms of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Consultant's proposal will not be made after the selection of the Consultants. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

### 3.22 Withdrawal of Proposal

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

# SECTION C
# BACKGROUND AND PROJECT EXPECTATIONS

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services.

The City's Development Services Department provides a broad spectrum of services to the community in areas of Building & Safety, Code Enforcement, Economic Development, Engineering, Planning and Public Works. This Department also manages, reviews, and approves developmental plans for all properties located within the City boundaries.

Within the Development Services Department, the Building & Safety Division is responsible for providing construction plan review services, in order to ensure the safety of building occupants within homes, workspaces, and other buildings constructed in the City. The review of construction plans is critical to providing the level of safety expected at the earliest and most cost effective time, when the project is in the review stage.

The City's current contract will expire on June 30, 2023. The City has transitioned plan check reviews to Bluebeam software for plan review, and also utilizes a paperless system to automate workflow, provide online portal capabilities including the issuance of building permits, status tracking, mobile solutions, and other modern technology upgrades. The Building & Safety Division currently utilizes the City Tech system for permits, plan checks and inspections.

Over the past five years, the Building & Safety Division has seen the following levels of activity through the noted fiscal cycles:

| FISCAL YEAR | 2018/2019 | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023* |
|---|---|---|---|---|---|
| | | | | | |
| Permit Valuation | $23,553,235.00 | $24,196.473.45 | $10,205,195.92 | $10,368,904.00 | $6,286,450.00 |
| No. of Permits | 411 | 391 | 418 | 415 | 146 |
| No. of Inspections | 1593 | 1619 | 1681 | 1407 | 411 |

The City desires to select a qualified firm to provide building and safety services, including:

- Building Division Administration
- Building Plan Check
- Building Inspection
- Building Code Enforcement

- Building Counter Operations

## 4.1 USE OF SUB-CONSULTANTS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

## 4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred firm to enter contract negotiations. Upon successful negotiations with the preferred firm, an Agreement will be presented to the City Council for consideration.

The following is the anticipated scheduled for the awarding of this RFP:

| **Request for Proposal Made Available** | **Tuesday, November 15, 2022** |
|---|---|
| Proposal Due at City Hall | Thursday, January 19, 2023 at 10 a.m. |
| City Review of Proposals | Monday, January 23, 2023 to Thursday, February 9, 2023 |
| Interviews with Finalists | Monday, February 13, 2023 to Thursday, February 16, 2023 |
| City Council Consideration for Awarding | Monday, March 20, 2023 |

**Dates subject to change at the sole discretion of the City.*

## RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at rnoda@cityoflosalamitos.org and will only be accepted until Monday, January 9, 2023 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Consultant. The City reserves the right to add or delete services at any time with 30 days written notice to Consultant. If additional services are requested, the Consultant is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Consultant at the Consultant's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Consultant for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated deduction calculation will be furnished to the Consultant prior to a deduction being made.

The Consultant shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services, in form approved by the City Attorney. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Consultant" shall be held to mean the Consultant and/or any person employed by them and working under the agreement to the awarded Consultant.

# SECTION D
# SCOPE OF SERVICES

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of codes, and public counter services. Under the direction of the Development Services Director, the selected Consultant would serve in the described capacity.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. **Building & Safety Services (General)**
    a. Services shall include issuance of building permits, review of plans and development specifications, inspections of construction sites and buildings, and enforcement of building codes.

    b. Consultant will conduct any necessary or required investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents. The enforcement of codes for work requiring a permit is included.

    c. At the firm's own cost, Consultant will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building & Safety Division.

2. **Building Division Administration**
    a. Consultant shall provide an International Code Council (ICC) Certified Building Official. The Building Official shall be responsible for the daily administration of Building Division activities, and shall perform the following services, including but not limited to:

        **i.** Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, and as specified in Federal and State law.

        **ii.** Issue Certificates of Use and Occupancy (C of O) for building and structures.

        **iii.** Manage, coordinate and oversee the building permit and plan check, building inspection and building counter services, so that they function as one Building & Safety organization.

**iv.** Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.

**v.** Make determination on the approval and use of alternative materials and methods of construction.

**vi.** Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission, and other meetings as directed.

**vii.** Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.

**viii.** Make final interpretations concerning the application of building and safety codes.

**ix.** Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.

**x.** Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized, and kept up to date.

**xi.** Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

**xii.** Ensure all building related activities are entered into the City's tracking system in an accurate, complete and timely manner.

xiii. Provide online permitting system to including but not limited to permit, plan check and inspection tracking system and online customer portal services.

b. Consultant shall provide the City the technical assistance necessary to prepare

the periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

1. Prepare the City's ordinance updates, staff reports and attend City Council meetings.

2. Coordinate with the Orange County Fire Authority (OCFA) and prepare the City code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are crossed referenced.

c. Within the first thirty (30) days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances, and conditions pertaining to the Building Division operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to Development Services Director for consideration.

**3. Building Plan Check Services**

a. Provide an ICC Certified Plans Examiner to be available at the Building Division counter from 7:30 a.m. to 12:30 p.m., Monday through Thursday, except City designated holidays. Services shall include:

i. Manage, coordinate and oversee the building permit and plan check, building inspection, and building counter processes in the absence of the Building Official.

ii. Perform over-the-counter plan checks.

iii. Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.

iv. Perform building plan checks.

v. Assist in more difficult inspections, in addition to other duties as assigned.

vi. Staffing provided by the Consultant must ensure that all City Building & Safety inspections and plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.

vii. Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official.

b. Perform architectural, structural, plumbing, mechanical, and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by the Consultant at the City's offices may be plan-checked at the Consultant's local office.

c. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.

d. Check for compliance with applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.

e. Review and approve building/structural revisions to plans required during construction.

f. Calculate building permit and plan check fees, and review permit issuance.

g. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Division, Planning Division, the Orange County Fire Authority (OCFA) and the Environmental Health Department of the County of Orange. This also includes Building Division review, comment and provision of "conditions of approval" for site plans and building plans as part of the discretionary planning applications.

h. Provide expedited plan check when requested by the City.

i. Create a standard plan check for the City, to ensure consistency in plan review.

**4. Building Inspection Services**

a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements (when applicable).

b. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.

c. Inspect for compliance and conditions of approval set forth by the City's

Development Services Department, Planning Commission, and/or City Council.

d. Coordinate with various City and County agencies and departments, including but not limited to the Orange County Fire Authority (OCFA), Environmental Health Department of the County of Orange, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the above building and safety code regulations.

e. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

f. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.

g. At the Consultants sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties.

h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

i. Input daily inspection information into the City's computer permit tracking system.

j. Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.

k. The Building Official/Inspector will conduct daily inspections between 12:30 p.m. and 4:00 p.m.

l. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will respond to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.

**5. Building Counter Operations**

a. Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans, and filing of building permit applications. Input information into the City's computer tracking system.

b. Consultant is to cooperate with the Orange County Assessor's office to provide statistical and related information required for the efficient assessment of new developments and/or building projects.

c. Monitor and track the status of building permit applications and plan check for expiration and develop a process to notify applications prior to the expiration of their building permits.

d. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) conducted, and other financial, operational and statistical information pertinent to the Building Plan Check and Inspection Services process.

e. Provide public information regarding building permit applications, plan check, and inspection services and related matters.

f. Identify and collect all required fees for building permit applications and other Building Division services. Facilitates the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.

g. Establish, maintain, and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain building permit application processing procedures identified as being provide by the City.

h. All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City seal and other identification indicating that the approval stamps, applications, and documents are from the City of Los Alamitos. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

**6. Performance Standards & Monitoring**

a. The Consultant shall be responsible for providing monitoring information to the City, that shows achievement of the performance standards and that personnel are providing helpful and courteous services to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.

b. City has established **Performance Standards** that are to be applied to the processing of plan checks, building permits, and general service to the public

that interacts with the Development Services Department. These Performance Standards are described in subsection c below. The Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend, or eliminated Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of the Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.

c. Consultant shall provide services, which meet the following maximum expected turn-around times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels:

   i. Plan Check

      1. The initial plan check for all building plans for new large scale high density multi-family and mixed-use project shall be completed within ten (10) working days or less from the date of plan submittal.

      2. The initial check of building plans for new buildings including commercial, industrial and residential buildings shall be completed within ten (10) working days or less from the date of plan check submittal.

      3. The initial check of building plans for all commercial, industrial and residential remodels, renovations and additions shall be completed within ten (10) working days or less from plan submittal.

      4. All re-checks of building plans shall be completed within five (5) working days or less from resubmittal.

      5. Plan check review for routine and simple structures and items shall be completed over-the-counter. Routine and simple structures and items include but are not limited to re-roofs, patio covers, and fences/walls.

   ii. Inspection

      1. All building inspections requested by 4:00 p.m. on a working day, shall be conducted on the next working day with an a.m. or

p.m. commitment and a two (2) to four (4) hour window.

2. As special circumstances dictate, after hour or weekend inspections will be conducted. Building Official will respond to emergency calls from the City (i.e., staff, police dispatch) at any time as deemed necessary.

3. At all times, building inspections shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times and applicants.

iii. Counter

1. Provide service and support for the building counter for ten (10) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 7:30 a.m. to 12:30 p.m., Monday through Thursday, excluding City recognized holidays. Counter hours may be subject to a reasonable change by the City, including but not limited to the hours of 7:30 a.m. to 12:30 p.m., with the potential for staggered work hours to cover the additional time. Working days are subject to change at the discretion of the City to a 5 days a week/8-hour schedule, with thirty (30) day noticing to Consultant.

2. Provide an ICC Certified Counter Technician/Plan Checker to provide services to the public during counter hours.

3. Keep written information regarding building permit applications, plan check and inspection process updates.

4. Answer the building counter phone when not with a customer at the counter, and return telephone calls within two hours. Respond to all email inquiries within the one working day.

5. On an as-needed basis, assist the City in providing or updating any Building Division information to the City's website.

**7. Staffing Levels And Cost Of Services**

a. Identify the number of persons for each position that would be assigned to the City to provide the requested services. Indicate by the name and title those persons that will be providing Administration, Plan Check, Inspections and counter services. Clearly indicate if each person will be assigned to the City full-time, part-time, as-needed, off-site, and whether persons assigned will be providing multiple services (i.e., Administration and Plan Checks). Multiple

staffing level options may be proposed that are based upon a certain level of permit activity. Proposal must include the option for a certified permit technician during counter hours.

**8. Transition from Current Services**

a. Consultant is to review City forms, procedures, and policies immediately and will recommend any deficiencies to the City that necessitate modifications. Any action is to be coordinately with City Management first prior to implementing any changes.
b. Consultant is to work alongside the City's current service provider for Building and Safety Services for a minimum of six (6) weeks, prior to the conclusion of the City's current contract to ensure a smooth transition.
c. Identify how past and existing permits and plan checks will be handled, along with related responsibilities for issuance and/or inspection.
d. Assure proper records transfer.
e. Develop timing/schedule for transition.
f. Implement progress/monitoring reports.
g. Establish meeting schedules to assess transition.

**5.1 Consultant Staff**

It is essential that the Consultant provide adequate experienced and ICC certified personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

**A.** The Consultant agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

**B.** If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**C.** The Consultant shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Consultant shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during business hours.

**D.** The Consultant(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

**E.** The City may, at any time, give the Consultant(s) notice to the effect that the conduct or action of a designated employee of the Consultant(s). The Consultant shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Consultant(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.

**F.** Assure the City that the conduct and activities of the Consultant's employee(s) will not be detrimental to the interest of the City or public.

**G.** The Consultant shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to the public, the name of the Consultant. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and name badges as specified by the City.

**H.** The Consultant shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

**5.1 Dress Code and Appearance**

The Consultant(s) shall require each of its employees to adhere to industry standards of work ethics and attire. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Consultant's logo may be worn, and no caps shall be worn backwards.

**5.2 Contract Enforcement**

The Consultant(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Consultant shall cooperate with City, representative(s) in the review and monitoring of Consultant's performance, and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

**5.3 Term of Agreement**

The term of the Agreement is expected to commence on July 1, 2023. The initial term of the Agreement is anticipated to be for three (3) years, with two possible – two (2) year

extensions, at the sole discretion for renewal by the City.

# SECTION E

# PROPOSAL SCHEDULE

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## SECTION E PROPOSAL SCHEDULE

## BUILDING & SAFETY SERVICES REQUEST FOR PROPOSAL (RFP) 2022-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**Proposal A – Rate and Services Structure**

1. Fee structure for Plan Check: Indicate fee as a percentage of the City's collected plan check fee of a first-time check and re-check. This fee should include shipping and courier service (if applicable).

| Plan Check | Percentage |
|---|---|
| First-time check | |
| Re-Check | |
| | |
| | |

2. Firm shall provide separate fee percentages for project valuations of:

   - $1 to $15,000
   - $15,000 to $30,000
   - $30,000 to $75,000
   - $75,000 and greater

| Valuation | Percentage |
|---|---|
| $1 to $15,000 | |
| $15,000 to $30,000 | |
| $30,000 to $75,000 | |
| $75,000 and greater | |

3. Fee for Permitting System

| System Name | Annual Cost |
|---|---|
| | |
| | |

4. Fee Option for expedited Plan Check (if applicable)

| Valuation | Percentage |
|---|---|
| | |
| | |
| | |
| | |

5. For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collection.

   - Hourly rates should include, but not limited to the following consulting services roles:

| Job Description | Hourly Rate |
|---|---|
| Assistant Planner | |
| Interim Development Services Director | |
| Consultant for the Development Services Department | |
| Landscape Architect | |
| Permit Technician | |
| Plan Checker | |
| Planning Aide | |
| | |
| | |
| | |
| | |

**Proposal A Schedule Total: $_____**

**Proposal B – Rate and Services Structure for Sub-Consultant(s)**

| Sub-Consultant(s) | Hourly Rate |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

**Proposal B Schedule Total: $_____**

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

**Proposal Schedule A & B Total: $_____**

Proposal Schedule Total (in word):

_____

_____

# SECTION F

## BUILDING & SAFETY SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-04
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**PROFESSIONAL SERVICES AGREEMENT**
**Building and Safety Services (RFP) 2022-04**
**[E*nter name of Consultant*]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this day of 2023 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, ("Firm") a, _____. City and Consultant 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 firm to provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes and public counter services.. It is preferred that the firm provide the City an opportunity to review contract documents and RFP's in advance of the agenda report deadlines.

B. In response to City's formal Request for Proposals No. ____(RFP), dated_____, 2022, Firm has submitted to City a written proposal, dated , 2023, to provide the desired services.

C. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. SERVICES OF FIRM

**1.1 Scope of Services and Standard of Performance.** Firm shall provide those services set forth in the_____Proposal, dated_____, 2023, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm 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. Firm represents and warrants that it and all employees, subcontractors and subconsultants 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) RPF No.____, dated_____; and (3) Firm'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; (2rd) the RFP, and (3rd) Firm'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. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm 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, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm 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 Firm to perform the Project Services. Firm 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 Firm'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, Firm warrants that Firm (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.** Firm 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.** Firm acknowledges that City may enter into agreements with other Firms, consultants, individuals, or vendors for services similar to the services that are the subject of this Agreement. Firm 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.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars ($____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

**2.2** **Method of Payment.** In any month in which Firm wishes to receive payment, Firm 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 Firm 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 Firm'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 Firm is an essential condition of this Agreement.

**3.2** **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, 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 Firm (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 Firm, 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 Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant'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 an initial period of four (4) years, ending on June 30, 2027 unless extended at the sole election of City for an additional two - (2) year extensions, ending on June 30, 2031.

## 4. COORDINATION OF PROJECT SERVICES

**4.1** **Firm's Representative.** The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm 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 Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm 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 Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm 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 Firm. City will deal directly with and will make all payments to Firm. 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 Firm, 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 Firm or any surety of Firm 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 Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm 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 Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, 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 Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**4.4.2** Firm 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 Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, 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 Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm 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 Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm 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, Firm 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 Firm 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, Firm 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.** Firm 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. Firm 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 Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm 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, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI")**. Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

**5.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**5.2.1.2** If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by West-Comm.

**5.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to West-Comm, to ensure PLI coverage during the entire course of performing the Project services.

**5.2.1.4** Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and West-Comm shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

**5.2.2** **Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

**5.2.3** **Automobile Liability Insurance.** Firm 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 Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

**5.2.4 Workers' Compensation Insurance.** Firm 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. Firm 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. Firm 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, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm 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 Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm 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 Firm 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 Firm, 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 Firm 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. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm 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 Firm'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.)

**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, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm 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, Firm 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 Firm may be held responsible for payments of damages to persons or property.

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

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

**5.10.5** Firm 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 Firm, provide the same minimum insurance coverage required of Firm. Firm 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. Firm 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** Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm 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, Firm shall defend (at Firm'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 Firm, 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 Firm 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 Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm'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.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm 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.** Firm 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 Firm, 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 Firm 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. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm 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 Firm fails to secure such assignment, Firm 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 Firm, 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 Firm 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 Firm. 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 Firm, 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, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm 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 Firm.**

**8.6.1** Firm's failure to comply with any provision of this Agreement shall constitute a default.

**8.6.2** If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm'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 Firm, 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 Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination.** Firm 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. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE –__.

**To City:** Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

**With copy to:**

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

**To Firm:** Name of
Consultant Street
City, State, Zip Code
Email

**10.2 Entire Agreement; Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

**10.3 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

**10.4 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.5 Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.6 Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.7 Prevailing Wages.** Firm 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"). Firm 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, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm 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]

DRAFT

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Firm"**

**Name of Firm**

By:_____
Name
Title
Email

By:_____
Name
Title
Email

DRAFT

**EXHIBIT "A"**

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11G**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Approval of the Request for Proposals (RFP) 2022-05 and Authorization to Bid for City Engineering and Traffic Engineering Services**

## SUMMARY

This report facilitates the solicitation of bids for contractual services to provide City Engineering and Traffic Engineering services.

## RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2022-05 for City Engineering and Traffic Engineering services, and;

2. Authorize staff to advertise and solicit bid proposals.

## BACKGROUND

The Engineering Division is responsible for managing, scheduling and implementing the City's Capital Improvement Program (CIP), as well as seeking grant opportunities for these projects. In addition, the engineering division spearheads the design and management of all infrastructure projects, when applicable, including major street rehabilitation, facility rehabilitation, park rehabilitation, landscaping, construction site inspections, and technical support to other City departments. The Engineering Division also provides technical expertise regarding street traffic within Los Alamitos, including traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The City's current city engineering and traffic engineering services are provided by Willdan Engineering. In anticipation of the expiration of this agreement on June 30, 2023, staff is presenting a Request for Proposals (RFP) that will solicit city engineering and traffic engineering services and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program (CIP), provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

## DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contractual services, which will augment City staff as it relates to the City's Engineering

Division services. Under the direction of the Development Services Department, the selected contractor is expected to provide services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract include but are not limited to:

Administrative Services

a. Attendance at meetings of the City Council and Commission meetings. The City Engineer and Traffic Engineer shall attend all meetings or work sessions of the City Council and Commission meetings, as requested. Regular City Council meetings are held on the third Monday evening of each month. Various Commission meetings are held on the first, second, and fourth Wednesdays of each month.
b. Advising Officials. The City Engineer shall advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.
c. Consultation on City utilities and facilities. The City Engineer shall furnish advice of consultation on the operation, maintenance, permitting of the City's water distribution (when applicable), stormwater drainage system, transportation system, and other City-owned facilities under the direction of the Development Services Department.
d. Consultation on development projects/permits. The City Engineer shall review project plans and proposals by private parties, for compliance with City code and other applicable requirements. The City Engineer shall meet with residents, contractors, developers, engineers, etc. as required.
e. Review and approve landscape plans (when applicable).
f. Review and approve grading plans.

City Engineer

Consultant shall provide a qualified City Engineer for services. The City Engineer shall be responsible for the daily administration of engineering activities, and shall perform the following services, including but not limited to:

a. Function as the City Engineer as set forth in all applicable codes and regulations, and as specified in Federal and State law.
b. Provide 30 to 40 in-office working hours per week.
c. Review, approve and issue encroachment and wide-load permits.
d. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of applicable laws.
e. Make determination on the approval and use of alternative materials and methods of construction.
f. Process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.
g. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with any applicable codes and regulations.
h. Make final interpretations concerning the application of all pertinent right-of-way and

street safety codes.

Neighborhood Traffic Management

a. Work with the Development Services Director to address residential traffic circulation and safety issues.
b. Respond to requests from the public regarding traffic and parking issues. Requests will be viewed and evaluated to assess the situation and develop solutions to address the concern. Data will be collected to ensure the most appropriate measures and devices are utilized and to determine the resulting effectiveness.
c. Respond to citizens and other stakeholder requests for traffic and/or parking information or improvements (traffic control devices, parking restrictions, schools, etc.).
d. Participate in the planning and preparation of work orders for the installation, removal or replacement of traffic control devices, pavement markings and parking restrictions. Prepare and document the decision-making process in conjunction with the Development Services Director.

Traffic Engineer

The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of City staff. The request for services may include, but not limited to:

a. Traffic Engineer shall provide services on an as-needed basis.
b. Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues-analysis.
c. Provide Traffic Division support (i.e., traffic counts and various assignments).
d. Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services.
e. Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers.
f. Perform pedestrian and bicycle studies including those to provide safe routes to school.
g. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses.
h. Manage, coordinate and oversee the encroachment and wide load permits and plan checks and inspections.
i. Answer technical questions from the public, including inquiries regarding public right-of-way safety codes and regulations.

Perform plan checks.

Public Works Construction Projects

a. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimates and feasibility studies for various Public Works improvements.
b. Prepare bid/contracts. The City Engineer will be requested to prepare detailed plans,

specifications, bid and contract documents for Public Works construction projects. In addition, the City Engineer will prepare a final cost estimate, required applications of approval for construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

c. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The City Engineer will provide general supervision of the contract for Public Works construction projects.
d. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.

Capital Project Management

a. Identify capital projects. The City Engineer will identify current and possible future capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources.
b. Organize and prioritize all capital projects. The City Engineer will develop regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks.
c. Capital project tracking. The City Engineer will track and monitor project status and specific milestone completion. The City Engineer will facilitate discussions and decisions necessary to keep projects on schedule.
d. Identify and report significant deficiencies. The City Engineer will identify and report concerns regarding meeting capital projects goals to the Development Services Director on a monthly basis (or as-needed).

Term of the Agreement

Once a contractor is selected, a contract will be established for a term that will run for three (3) years, with a maximum of two – 2-year extensions for a possible total of seven (7) years.

The following is an approximate timeline for the awarding of the contract related to City Engineering and Traffic Engineering Services:

| | |
|---|---|
| **Request for Proposal Made Available** | **Tuesday, November 15, 2022** |
| Proposal Due at City Hall | Thursday, January 12, 2023 at 10 a.m. |
| City Review of Proposals | Monday, January 16, 2023 to Thursday, February 2, 2023 |
| Interviews with Finalists | Monday, February 6, 2023 to Thursday, February 9, 2023 |
| City Council Consideration for Awarding | Monday, March 20, 2023 |

## FISCAL IMPACT

Funding for the specified services will be expended from the Development Services Department Budget Account No. 10-548-5260 for Fiscal Year (FY) 2022-2023.

Attachment: 1. RFP 2022-05 City and Traffic Engineering Services

**City of Los Alamitos**

**Request for Proposal (RFP) 2022-05**
**City Engineering and Traffic**
**Engineering Services**
**FOR**

**Development Services Department**

**Attn: Ron Noda**
***Development Services Director***
**3191 Katella Avenue**
**Los Alamitos, California 90720**
**(562) 431-3538, Extension 500**
**(562) 493-1255 Fax**
**Email: rnoda@cityoflosalamitos.org**

**DATED: November 14, 2022**

**Deadline/Bid Opening Date:**
**Must be received by 10:00am**
**Thursday, January 12, 2023**
**RFP Available at http://www.cityoflosalamitos.org**

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# SECTION A
# NOTICE INVITING SEALED BIDS

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-05
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS**
**CITY OF LOS ALAMITOS**
**Development Services Department**

## NOTICE OF REQUEST FOR PROPOSALS 2022-05

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Thursday, January 12, 2023.

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES RFP 2022-05. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of City Engineering and Traffic Engineering services and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits

City of Los Alamitos
Ron Noda
*Development Services Director*
3191 Katella Avenue
Los Alamitos, CA 90720

# SECTION B
# PROPOSAL RESPONSE REQUIREMENTS

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-05
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**CITY ENGINEERING & TRAFFIC**
**ENGINEERING SERVICES**
**REQUEST FOR PROPOSAL (RFP) 2022-05**
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

## SECTION I – PROPOSAL REQUIREMENTS

### Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and Traffic Engineering services and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

Responses must conform with the requirements of this RFP. The City reserve the right to waive any irregularity, informality or error in any proposal or in the RFP process or to reject any proposal, which does not comply with this RFP. All services provided by the Consultant shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Consultant(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

**Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.**

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Consultant(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on

conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposal should be concise and be able to properly convey all information.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Thursday, January 5, 2023 at 10 a.m.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

**Section II – Additional Proposal Response Requirements**

**A: Letter of Transmittal**

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

**B: Consultant Data**

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, Consultant, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers, and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect.
9. Please describe areas of specialization provided by the Proposer.

10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

**C: Proposal**

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief Consultant profile and number of years the firm has been in business.
4. Provide the name of each City and Traffic Engineer proposed to provide services to the City, who will be the main contacts for the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead Engineers must be licensed to practice in the State of California, and must have at least five (5) years' experience practicing as an engineer with a practice focused on representation of local government(s).
    - The successful Proposer may change the Management Contact, City Engineer, Traffic Engineer and other supporting staff and specialists with prior written permission of the City.
5. Location of principal office that will be responsible for the implementation of any contracts.
6. Description of the professional qualifications for the additional personnel who will be assigned to work in the City of Los Alamitos. While the Consultant(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
7. Provide the name, title, experience, qualifications, discipline, professional memberships/registrations, and resume of the personnel who will be assigned to the City, including any sub-consultants. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
8. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
    - Summarize experience in the following areas:
        a. General Municipal Engineering Services
        b. Geotechnical Engineering Services

c. Traffic and Transportation Engineering Services
d. Landscape Architectural Design Services
e. Construction Management/Inspection Services
f. Landscape Maintenance Assessment District (LMAD) Inspection Services
g. Surveying Services
h. Storm Water Quality Services
i. Grant Funding Support Services

9. Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures, to monitor and stay within budget, to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
10. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. If fixed fee for compensation, payment subject to accepted percentage completion.
11. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
12. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
13. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
14. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**
15. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
16. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

## Section III - General Conditions

### 3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

### 3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposal after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

### 3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

**3.4 City of Los Alamitos Business License**

Consultant and its Sub-Consultants are required to maintain an active City business license for the duration of this Agreement.

**3.5 Annual Payment to the City**

Firm is to provide the City with an annual payment of $15,000, to support City events and infrastructure (i.e., street and other public right-of-way spaces) education and outreach. This payment is due at contract execution and each successive July 1st throughout the term of this Agreement.

**3.6 Compliance with Laws**

All Proposals shall comply with current federal, state, and other laws relative thereto.

**3.7 Contract Documents, Examination Of**

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**3.8 Costs**

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

**3.9 Cost of Living (CPI) Increase**

Only at the time of the Agreement's scheduled renewals, will the Consultant be eligible to request CPI increase of up to 5%.

**3.10 Disqualification of Proposer**

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the

rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion.

**3.11 Interpretation of Request for Proposals**

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Thursday, January 5, 2023 at 10 a.m. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for Interpretations (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

**3.12 Irregularities**

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

**3.13 Pre-Contract Costs**

The City shall not be responsible or liable for any pre-contract costs incurred by the firm responding to this RFP and/or participating in the selection process.

**3.14 Non-Exclusive Contract**

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

**3.15 No Obligation**

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

**3.16 Offers of More Than One Price**

Proposers are NOT allowed to submit more than one Proposal.

### 3.17 Proposal, Rejection Of

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

### 3.18 Proprietary Information

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

### 3.19 Public Opening

There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

### 3.20 Severability

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

### 3.21 Sub-Consultant Information

If the Proposal includes the use of Sub-Consultants, Proposer must identify Sub-Consultants and the specific requirements of this RFP for which each proposed Sub-Consultants would perform services.

### 3.22 Sub-Consultant References

For all Sub-Consultants that will be used on this project, Proposers must provide a minimum of three references from similar projects performed for any local government clients within the last three years. Information provided shall include:

A. Client name
   1. Project description
   2. Dates (starting and ending)
   3. Technical environment
   4. Staff assigned to reference engagement that will be designated for work per this RFP
   5. Client project manager's name and telephone number.

### 3.23 Terms of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Consultant's proposal will not be made after the selection of the Consultants. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

### 3.24 Withdrawal of Proposal

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

# SECTION C
# BACKGROUND AND PROJECT EXPECTATIONS

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES REQUEST FOR PROPOSAL (RFP) 2022-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and City Traffic Engineering services, and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, plan check reviews and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The City's Development Services Department provides a broad spectrum of services to the community in areas of Building & Safety, Code Enforcement, Economic Development, Engineering, Planning and Public Works. This Department also manages, reviews, and approves developmental plans affecting roadways, and other right-of-way spaces, located within the City boundaries.

Within the Development Services Department, the Engineering Division is responsible for managing, scheduling and implementing the City's Capital Improvement Program, as well as seeking funding for these projects. In addition, the Engineering team leads the design and management of all City funded public right-of-way construction project. This would include major street repairs, construction site inspections, and technical support to other City departments. Dedicated to helping identify solutions that improve the infrastructure of City streets, the Engineering Division provides technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The City's current contract will expire on June 30, 2023.

## 4.1 USE OF SUB-CONSULTANTS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

## 4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience

of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred firm to enter contract negotiations. Upon successful negotiations with the preferred firm, an Agreement will be presented to the City Council for consideration.

The following is the anticipated scheduled for the awarding of this RFP:

| **Request for Proposal Made Available** | **Tuesday, November 15, 2022** |
|---|---|
| Proposal Due at City Hall | Thursday, January 12, 2023 at 10 a.m. |
| City Review of Proposals | Monday, January 16, 2023 to Thursday, February 2, 2023 |
| Interviews with Finalists | Monday, February 6, 2023 to Thursday, February 9, 2023 |
| City Council Consideration for Awarding | Monday, March 20, 2023 |

**Dates subject to change at the sole discretion of the City.*

**RFP INQUIRIES**

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at rnoda@cityoflosalamitos.org and will only be accepted until Thursday, January 5, 2023 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Consultant. The City reserves the right to add or delete services at any time with 30 days written notice to Consultant. If additional services are requested, the Consultant is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Consultant at the Consultant's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Consultant for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated deduction calculation will be furnished to the Consultant prior to a deduction being made.

The Consultant shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for provide building and safety services, including City Engineering and City Traffic Engineering services, and other related duties, in form approved by the City Attorney. The City reserves the right to further negotiate the terms and

conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Consultant" shall be held to mean the Consultant and/or any person employed by them and working under the agreement to the awarded Consultant.

# SECTION D
# SCOPE OF SERVICES

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES
## REQUEST FOR PROPOSAL (RFP) 2022-05
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Consultant(s) to provide City Engineering and City Traffic Engineering services, and other related duties as directed by the Development Services Director, including but not limited to: consultation on City utilities and facilities (i.e., stormwater drainage and transportation system), consultation on development projects/permits, lead and manage the City's Capital Improvement Program, provide permit review and inspection services, plan check reviews, and technical expertise regarding traffic signals, street lighting, traffic signs, and the issuance of encroachment and wide-load permits.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. **Administrative Services**
    a. Attendance at meetings of the City Council. The City Engineer and Traffic Engineer shall attend all meetings or work sessions of the City Council, as requested. Regular City Council meetings are held on the third Monday evening of each month.

    b. Advising Officials. The City Engineer shall advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.

    c. Consultation on City utilities and facilities. The City Engineer shall furnish advice of consultation on the operation, maintenance, permitting of the City's water distribution (when applicable), stormwater drainage system, transportation system, and other City-owned facilities under the direction of the Development Services Department.

    d. Consultation on development projects/permits. The City Engineer shall review project plans and proposals by private parties, for compliance with City code and other applicable requirements. The City Engineer shall meet with residents, contractors, developers, engineers, etc. as required.

    e. Review and approve grading plans.
        1. Shall include, but not limited to the following:
            a. Ensure conformance with City codes, written policies, grading ordinances, the County of Orange grading manual and standard specifications. The review will also assure conformance with the approved Tentative

Map and Conditions of Approval for the project. Hydrology and hydraulic calculations will be reviewed for conformance with the Orange County Flood Control District methodology for any proposed storm drain systems and detention basins.

b. Precise Grading Plans will be checked to verify positive drainage to an approved outlet.

c. Erosion control measures for manufactured slopes will be reviewed to verify that the landscaping and irrigation measures are adequate.

f. Review and approve landscape plans (when applicable).

1. Shall include, but not limited to the following:

a. Working knowledge of City codes, regulations, and permit requirements.

b. Program development

c. Feasibility studies

d. Investigation reports

e. Reports and restoration and maintenance

f. Conceptual design

g. Project design

h. Specifications

i. Design reviews

j. Project drafting, including CADD work

k. Cost estimating

l. Construction support services

m. Trees and other plant evaluation

n. Soils testing and report

o. Environmental documentation preparation (i.e., CEQA)

p. Inspections

q. Plan Check

g. Erosion Control Plans (when applicable) will be reviewed to ensure erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans, in compliance with the National Pollution Discharge Elimination System (NPDES) and Water Quality Management Plan (WQMP) requirements.

h. Landscape and irrigation review for parks, parkways, medians, and all areas that have landscaping (as-needed).

i. Review, check and make recommendations regarding land use applications

within ten (10) working days of receipt.

j. Assist with the preparation of dedications, lot splits, lot line adjustment, zoning maps, and any other subdivision maps and documents administration as deemed necessary by the City. Must be assured to be in compliance with applicable provisions of the Subdivision Map Act, the City's Conditions of Approval, Land Surveyor's Act, and any other applicable local, state and federal laws.

k. Assist and implement as-needed emergency work as directed by City staff.

l. Coordinate with other agencies and utility companies on engineering matters.

m. Prepare CAD exhibits, complex Microsoft Excel spreadsheets, Microsoft Word documents, PowerPoint presentations, as directed, for any needed engineering functions.

n. Assist with Pavement Management Program.

o. Provide permit review and inspection services. The City Engineer shall be available to review various types of permit applications for private utility improvements, oversized/overweight vehicles, residential improvement and other common permit applications. The City Engineer shall conduct site inspections associated with such permits and applications needed.

p. Funding/Grants/Budget - Includes but not limited to:

    i. Ensure funding compliance, such as with Measure M
    ii. Prepare Measure M mid-year project review
    iii. Assist in the Capital Improvement Program (CIP) project budget preparation – analyze City's needs and prepare short and long-term CIP recommendations.
    iv. Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.

q. Provide Geotechnical Engineering Services (when applicable). Key professional staff must be properly registered/licensed/certified to practice in California as Professional Engineers (PE), Geotechnical Engineers (GE), and Certified Engineering Geologists (CEG). Typical specialties/knowledge required includes, but are not limited to: pavement evaluation, construction material testing, geotechnical investigation and reporting and hazardous materials assessment and related services.

r. Construction inspection and contract administration shall be in accordance with but not limited to:

i. The Greenbook Standard Specifications and Standard Plans for Public Works Construction.
ii. The project plans and special provisions.
iii. Caltrans Construction Manual.
iv. Manual of Traffic Controls for Construction and Maintenance Work Zones.
v. The City shall decide all questions that may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.

s. At the firm's own cost, Consultant will provide and maintain all vehicles and equipment required or necessary to carry out inspections, field, and in-office duties of the Engineering Division.

t. On an on-call basis, consultant is to provide services for additional staff to include but not limited to Landscape Architect, Labor Compliance Manager, Assistant Planner, Project Manager, Labor Compliance Specialist, Geotechnical Specialist and a Public Works Superintendent.

u. Surveying services (as-needed) including but not limited to boundary surveys, record of surveys map preparation, right-of-way acquisition, settlement monitoring, GPS/Geodetic control surveys, and topographic surveys.

v. Assist in consultant contract management where no conflicts of interest exist.

w. Provide hydrology and hydraulic/drainage reports, models and studies.

x. Manage a variety of challenging multidisciplinary project from budget inception through construction.

y. Prepare and secure environmental documentation for CIP projects.

z. Obtain easements (when applicable).

**2. Engineering Design and Construction**

a. Assist in consulting contract management where no conflicts of interest exists.
b. Prepare and process Requests for Proposals (RFP) and help to conduct consultant selection processes per City policy.
c. Provide hydrology and hydraulic/drainage reports, models, and studies (when applicable)
d. Prepare plans, specifications, engineering design calculations, and cost

estimates.

e. Coordinate design and construction activities with City departments, other agencies, citizens, and regulatory agencies.
f. Manage a variety of challenging multidisciplinary projects from budget inception through construction.
g. Ensure delivery of projects within scheduled and budget.
h. Prepare and secure environmental permits for CIP projects.
i. Obtain easements.
j. Provide public outreach coordination and exhibits.
k. Provide utility coordination and notifications for a variety of projects.
l. Perform project and construction management activities for a variety of projects. Negotiate and offer recommendations to City staff regarding change orders and consultant contracts.
m. Ensure Labor Compliance requirements are satisfied when applicable.

**3. City Engineer**

a. Consultant shall provide a qualified City Engineer for services. The City Engineer shall be responsible for the daily administration of Engineering activities, and shall perform the following services, including but not limited to:

i. Function as the City Engineer as set forth in all applicable codes and regulations, and as specified in Federal and State law.

ii. Provide 30 to 40 in-office working hours per week.

iii. Review, approve and issue encroachment and wide-load permits.

iv. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of applicable laws.

v. Make determination on the approval and use of alternative materials and methods of construction.

vi. Process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.

vii. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with any applicable codes and regulations.

viii. Make final interpretations concerning the application of all pertinent right-of-way and street safety codes.

ix. Meet with developers, homeowners, business owners, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

x. Ensure all public works/engineering related activities are entered into the City's tracking system in an accurate, complete and timely manner.

b. Within the first thirty (30) days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances, and conditions pertaining to the Engineering operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to Development Services Director for consideration.

**4. Neighborhood Traffic Management**

i. Work closely with the Development Services Director to address residential traffic circulation and safety issues.

ii. Respond to requests from the public regarding traffic and parking issues. Requests will be viewed and evaluated to assess the situation and develop solutions to address the concern. Data will be collected to ensure the most appropriate measures and devices are utilized and to determine the resulting effectiveness.

iii. Respond to citizens and other stakeholder requests for traffic and/or parking information or improvements (traffic control devices, parking restrictions, schools, etc.).

iv. Participate in the planning and preparation of work orders for the installation, removal or replacement of traffic control devices, pavement markings and parking restrictions. Prepare and document decision making process in conjunction with the Development Services Director.

**5. Traffic Engineer**

a. The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of City staff. The request for services may include, but not limited to:

i. Traffic Engineer shall provide services on an as-needed basis.

ii. Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analyses.

iii. Provide Traffic Division support (i.e., traffic counts and various assignments).

iv. Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services.

v. Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers.

vi. Perform pedestrian and bicycle studies including those to provide safe routes to school.

vii. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses.

viii. Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation and modifications to existing signals and flashing beacon, signal interconnect installation and Traffic Management Center (TMC) enhancement.

ix. Speed data analysis intersection control studies including multi-way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.

x. Perform technical studies to support Active Transportation and Safe Routes to School programs.

xi. Provide technical support for Transportation System Management and Operations (TSMO).

xii. Prepare or review stage construction and worksite traffic control plans (when applicable).

xiii. Transportation, roadway, and Complete Streets design including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.

xiv. Construction management and inspection support for roadway improvement and transportation projects.

xv. Assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.

xvi. Process and prepare Traffic Commission, Planning Commission and City Council reports and recommendations, and assist in the presentation on an as-needed basis.

xvii. Traffic Signal System Operations system management.

xviii. Provide Traffic Data Collection (on an as-needed basis).

b. Traffic Engineer services will be on an as-needed basis. The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Traffic engineering services not specifically identified in previous subtasks, may be performed by the Consultant at the discretion of the City Engineer and Development Services Director.

6. **Plan Check Services**

i. Manage, coordinate and oversee the encroachment and wide load permits and plan checks, and inspections.

ii. Answer technical questions from the public, including inquiries regarding public right-of-way safety codes and regulations.

iii. Perform plan checks.

iv. Assist in more difficult inspections, in addition to other duties as assigned.

v. Staffing provided by the Consultant must ensure that all City Engineering inspections and plan reviews are conducted in an efficient courteous manner that is responsive to the City and community needs.

b. Confirm type of construction, and review construction specifications to determine satisfaction of safety requirements.

c. Check for compliance with applicable codes adopted by the City, and any applicable adopted local amendment, State of California codes or regulations.

d. Calculate encroachment permit and plan check fees, and review permit issuance.

e. Review and evaluate engineering geology and geotechnical engineering reports. Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in

compliance with City requirements, as it relates to all level of development.

i. Review foundation and grading plans for proposed development projects, to ensure compliance with applicable geotechnical recommendations.

f. Provide expedited plan check when requested by the City.

**7. Public Works Construction Projects**

a. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various Public Works improvements.

b. Prepare bid/contracts. The City Engineer will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, the City Engineer will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

c. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The City Engineer will provide general supervision of the contract for Public Works construction projects.

d. Inspect for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.

e. Coordinate with various City and County agencies and departments, including but not limited to the Orange County Sanitation District (OCSD) and the Rossmoor-Los Alamitos Sewer District, and the other governmental agencies providing services, and/or having jurisdiction over any aspects of a development project in order to obtain compliance with the applicable public right-of-way safety code regulations.

f. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.

g. At the Consultants sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out inspections and all required duties.

h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.

i. Provide inspection, investigation, and enforcement for violations to all applicable safety codes and regulations, as well as other adopted City ordinances, which relate to building and safety issues.

**8. Capital Project Management**

a. Identify capital projects. The City Engineer will identify current and possible future capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources.

b. Organize and prioritize all capital projects. The City Engineer will develop regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks.

c. Capital project tracking. The City Engineer will track and monitor project status and specific milestone completion. The City Engineer will facilitate discussions and decisions necessary to keep projects on schedule.

d. Identify and report significant deficiencies. The City Engineer will identify and report concerns regarding meeting capital projects goals to the Development Services Director on a monthly basis (or as-needed).

e. Monitor budgets. The City Engineer will process payments including Gas Tax and other grant funding, monitor budget expenditures and assist with the review of contracts, proposals, invoices and Purchase Orders (PO).

f. Document management. The City Engineer will create and store computer files, computer copies, and other types of records and files of work performed for the City using the systems designated by the Development Services Director.

g. Ensure all applicable local, state and federal laws are adhered to including prevailing wages.

h. Provide public information regarding encroachment and wide load permit applications, plan check, inspection services and related matters.

i. Establish, maintain, and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets, which explain procedures identified as being provide by the City.

j. All approval stamps, applications, forms and other documents used in providing Engineering Services to the City shall be identified with the City seal and other identification indicating that the approval stamps, applications, and documents are from the City of Los Alamitos. All of the stamps, applications, forms, and

other documents or supplies shall be the property of the City (costs for the provisions of these processing tools and supplies shall be the responsibility of the City).

The professional services consulting agreement entered into by and between the City and City Engineering and Traffic Engineering services shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g., the design or construction observation of major public improvements), to contract with third parties for such services, or if within the scope of the City Engineering and Traffic Engineering services agreement, utilize the same to provide for such services.

**9. Performance Standards & Monitoring**

a. The Consultant shall be responsible for providing monitoring information to the City, that shows achievement of the performance standards and that personnel are providing helpful and courteous services to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.

b. City has established **Performance Standards** that are to be applied to the processing of plan checks, permits, and general service to the public that interacts with the Development Services Department. These Performance Standards are described in subsection c below. The Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend, or eliminated Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of the Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.

c. Consultant shall provide services, which meet the following maximum expected turn-around times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around time feasible. Additionally, the following Performance Standards shall be used as a guide to determine staff levels:

i. Plan Check

1. The review of all wide load permits shall be completed within three (3) working days or less from the date of submittal.

2. The review of all encroachment permits shall be completed

(including traffic control plan review, when applicable) within seven (7) working days or less from the date of submittal.

3. The review of plans submitted for review shall be completed within ten (10) business days for the first check; and five (5) business days for each subsequent re-submittal.

ii. Inspection

1. As special circumstances dictate, after hour or weekend inspections will be conducted.

2. At all times, the City Engineer and/or the responding team member, shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times and applicants.

iii. Counter

1. Provide service and support for the counter as needed during Engineering office hours Monday through Thursday, excluding City recognized holidays. Counter hours may be subject to a reasonable change by the City. Working days are subject to change at the discretion of the City to a 5 days a week/8-hour schedule, with thirty (30) day noticing to Consultant.

2. Answer the Engineering phone when not with a customer, and return telephone calls within two hours. Respond to all email inquiries within the one working day.

3. On an as-needed basis, assist the City in providing or updating any Engineering Division information to the City's website.

iv. Reference Materials – Consultant shall utilize the following documents however, the Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata.

a. CEQA Determination
b. Regulatory Permits
c. Caltrans Highway Design Manual
d. Caltrans Local Assistance Procedures Manual
e. A Policy on Geometric Design and Highways and Streets (AASHTO)
f. California Regional Water Quality Control Board

Requirements

g. California Manual of Uniform Traffic Control Devices (CA MUTCD)
h. APWA Standard Specifications for Public Works Construction, "Greenbook" (general, miscellaneous 7 Roadway items).
i. City Standard Drawings and Specifications
j. Applicable State of California, Federal, and Local Codes and Manuals
k. Construction Best Management Practices (BMP's)
l. Caltrans Standard Plans
m. Caltrans Standard Plans
n. Caltrans Filing System
o. Caltrans XS Sheets
p. Caltrans Standard Specifications, Standard Special Provisions and Reference Specifications
q. All drawings shall be prepared in AutoCAD format
r. All dimensions shall be English units.

Note: The above listing of standards is not in order of precedence.

**10. Staffing Levels And Cost Of Services**

a. Identify the number of persons for each position that would be assigned to the City to provide the requested services. Indicate by the name and title those persons that will be providing City Engineering and Traffic Engineering services. Clearly indicate if each person will be assigned to the City full-time, part-time, as-needed, off-site, and whether persons assigned will be providing multiple services (i.e., Administration and Plan Checks).

**11. Transition from Current Services**

a. Consultant is to review City forms, procedures, and policies immediately and will recommend any deficiencies to the City that necessitate modifications. Any action is to be coordinately with City Management first prior to implementing any changes.
b. Consultant is to work alongside the City's current service provider for Engineering Services for a minimum of four (4) weeks, prior to the conclusion of the City's current contract to ensure a smooth transition.
c. Identify how past and existing projects and administrative tasks will be handled, along with related responsibilities for issuance and/or inspection.
d. Assure proper records transfer.
e. Develop timing/schedule for transition.
f. Implement progress/monitoring reports.
g. Establish meeting schedules to assess transition.

## 5.1 Consultant Staff

It is essential that the Consultant provide adequate experienced and certified personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

**A.** The Consultant agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

**B.** If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**C.** The Consultant shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Consultant shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during business hours.

**D.** The Consultant(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

**E.** The City may, at any time, give the Consultant(s) notice to the effect that the conduct or action of a designated employee of the Consultant(s). The Consultant shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Consultant(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.

**F.** Assure the City that the conduct and activities of the Consultant's employee(s) will not be detrimental to the interest of the City or public.

**G.** The Consultant shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to the public, the name of the Consultant. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and name badges as specified by the City.

**H.** The Consultant shall direct their employees against the unauthorized

reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

Consultant will provide on-call services for job descriptions including but not limited to Project Manager, Designer, Assistant Engineer, Public Works Inspector, Survey Analyst, and Special Inspection.

**5.1 Dress Code and Appearance**

The Consultant(s) shall require each of its employees to adhere to industry standards of work ethics and attire. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Consultant's logo may be worn, and no caps shall be worn backwards.

**5.2 Contract Enforcement**

The Consultant(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Consultant shall cooperate with City, representative(s) in the review and monitoring of Consultant's performance, andprocedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

**5.3 Term of Agreement**

The term of the Agreement is expected to commence on July 1, 2023. The initial term of the Agreement is anticipated to be for three (3) years, with two possible – two (2) year extensions, at the sole discretion for renewal by the City.

# SECTION E

## PROPOSAL SCHEDULE

**CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES REQUEST FOR PROPOSAL (RFP) 2022-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

## SECTION E PROPOSAL SCHEDULE

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES REQUEST FOR PROPOSAL (RFP) 2022-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

| Job Description | Hourly Rate |
|---|---|
| City Engineer | |
| Geotechnical Manager | |
| Landscape Architect | |
| Labor Compliance Manager | |
| Traffic Engineer | |
| Project Manager | |
| Public Works Superintendent | |
| | |
| | |
| | |

**Proposal A Schedule Total: $_____**

**Proposal B – Rate and Services Structure for Sub-Consultant(s)**

| Sub-Consultant(s) | Hourly Rate |
|---|---|
| | |
| | |
| | |
| | |
| | |

**Proposal B Schedule Total: $_____**

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

**Proposal Schedule A & B Total: $_____**

Proposal Schedule Total (in word):

_____

_____

Consultant is to include a Proposer's Schedule for on-call services. The City requires all compensation proposals to be submitted in the format below. The Fee Schedule shall include:

1. Personnel consistent with the organizational chart.
2. Position/title in Company.
3. License held.
4. Hourly Rate

Example:

| Personnel Name | Position/Title in Company | License (s) Held | Hourly Rate |
|---|---|---|---|
| John Doe | Project Manager | CPESC, PE | $XX.XX |
| | | | |

## SECTION F

## CITY ENGINEERING & TRAFFIC ENGINEERING SERVICES REQUEST FOR PROPOSAL (RFP) 2022-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**CITY ENGINEERING & TRAFFIC**
**ENGINEERING SERVICES**
**REQUEST FOR PROPOSAL (RFP) 2022-05**
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**
**[E*nter name of Consultant*]**

THIS AGREEMENT FOR CITY ENGINEERING AND TRAFFIC ENGINEERING SERVICES ("Agreement") is made and entered into, to be effective this day of 2022 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, ("Consultant") a, _____. City and Consultant 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 Consultant to provide design, plans, specifications, construction management and inspection services for Building & Safety Services. It is preferred that the Consultant provide the City an opportunity to review contract documents and RFP's in advance of the agenda report deadlines.

B. In response to City's formal Request for Proposals No. ____(RFP), dated_____, 2022, Consultant has submitted to City a written proposal, dated , 2023, to provide the desired services.

C. City desires to engage Consultant to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. SERVICES OF CONSULTANT

**1.1 Scope of Services and Standard of Performance.** Firm shall provide those services set forth in the_____Proposal, dated_____, 2022, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm 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. Firm represents and warrants that it and all employees, subconsultants and subConsultants 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) RPF No.____, dated_____; and (3) Firm '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; (2rd) the RFP, and (3rd) Firm '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. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm 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, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm 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 Firm to perform the Project Services. Firm 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 Firm '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, Firm warrants that Firm (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.** Firm 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.** Firm acknowledges that City may enter into

agreements with other Firm s, Firm s, Firm s, or vendors for services similar to the services that are the subject of this Agreement. Firm 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.** Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars ($___). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

**2.2 Method of Payment.** In any month in which Firm wishes to receive payment, Firm 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 Firm 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 Firm '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 Firm is an essential condition of this Agreement.

**3.2 Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm , 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 Firm (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 Firm , 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 Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm '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 three (3) years, ending on_____, , unless extended at the sole election of the City for an additional period of two (2) years, ending on June 30, 2030.

## 4. COORDINATION OF PROJECT SERVICES

**4.1** **Firm 's Representative.** The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm 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 Firm 's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm 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 Firm , its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be

responsible to City for the acts and omissions of its subConsultant (s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subConsultant and City. All persons engaged in the performance of Project Services will be considered employees of Firm . City will deal directly with and will make all payments to Consultant. 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 Firm , 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 Firm or any surety of Firm from any liability hereunder without the express written consent of City.

**4.4 Independent Firm .**

**4.4.1** The legal relationship between the Parties is that of an independent Firm ; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm 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 Firm shall at all times be under Firm 's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm , 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 Firm 's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm .

**4.4.2** Firm 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 Firm , its officers, employees, representatives, agents, subconsultant s or subConsultants in connection with the performance of any Project Services. Except for fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm , its officers, employees, representatives, agents, subconsultants or subConsultants, 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 Firm 's officers, employees, representatives, agents, or subconsultants or subConsultants, Firm 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 Firm or any officer, employee, representative, agent, subconsultant or subConsultant of Consultant 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, Firm 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 Firm or its officers, employees, representatives, agents, subconsultants or subConsultants, 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, Firm and any of its officers, employees, representatives, agents, subconsultants or subConsultants 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.** Firm 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. Firm 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 Firm 's existing insurance policies do not meet the insurance requirements set forth herein, Firm 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, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI")**. Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

**5.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**5.2.1.2** If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

**5.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

**5.2.1.4** Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

**5.2.2 <u>Commercial General Liability Insurance</u>.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

**5.2.3 <u>Automobile Liability Insurance</u>.** Firm 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 Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

**5.2.4 Workers' Compensation Insurance.** Consultant 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. Consultant 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 subConsultants, if any, to do likewise under their workers' compensation insurance policies. Firm 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, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

**5.3 Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed Firm 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 Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm 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 Firm 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 Firm , 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 Firm 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. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subConsultants.

**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 Firm '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.)

**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, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm 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, Firm 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 Firm 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 Firm may be held responsible for payments of damages to persons or property.

**5.8 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm 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.** Consultant shall either: (1) include all subconsultants or subConsultants engaged in the performance of Project Services on behalf of Consultant as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subConsultants 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. Consultant shall not allow any subconsultant or subConsultant to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subConsultant 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 Consultant and its subconsultants and subConsultants, if any, pursuant to this Agreement:

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

**5.10.5** Firm agrees to ensure that subconsultants and subConsultants, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Firm agrees that upon request, all agreements with subConsultants and others engaged in the provision of Project Services will be submitted to the City for review.

**5.10.6** Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm 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, Firm shall defend (at Firm '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 Firm , its officers, directors, employees, subconsultants, subConsultants, 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 Firm 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 Firm .

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm '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.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm 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.** Firm 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 Firm , its employees, subconsultants, subConsultants 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 Consultant 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. Firm may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subConsultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm 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 Firm , its employees, subconsultants, subConsultants 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 Firm 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 Firm . 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 Firm , 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, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm 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 Firm .**

**8.6.1** Firm 's failure to comply with any provision of this Agreement shall constitute a default.

**8.6.2** If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm '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 Firm , 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 Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination.** Firm covenants that, by and for itself, its heirs, executors, assigns, subConsultants, 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. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE –__.

**To City:** Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

**With copy to:**

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

**To Consultant:** Name of Firm
Street
City, State, Zip Code
Email

**10.2 Entire Agreement; Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

**10.3 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

**10.4 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.5 Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.6 Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.7 Prevailing Wages.** Firm 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"). Firm agrees to fully comply with all



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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, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm 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]

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IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Firm "**

**Name of Firm**

By:_____
Name
Title
Email

By:_____
Name
Title
Email

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**EXHIBIT "A"**

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11H**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Approval of the Request for Proposals (RFP) 2022-03 for the Installation/Upgrade of the City's Access Control System**


**SUMMARY**

This item facilitates the solicitation of bids to provide services for the installation and/or upgrade of an existing access control system for specified City facilities.


**RECOMMENDATION**

1. Approve the Request for Proposals (RFP) 2022-03 for the installation/upgrade of the City's Access Control System, and;

2. Authorize staff to advertise and solicit bid proposals.

**BACKGROUND**

Communities across the nation face an evolving and unique set of threats, hazards, and security challenges. Enhancing the City's security is a priority with recent improvements, such as installing additional fencing around the Civic Center, installation of panic buttons, and the installation of security cameras. The next phase is the address the City's current access control system which is outdated and provides limited security. Access control systems can minimize security risks, verify employees and limit access to Departments, confidential information and more, while maintaining public access to other areas.

The current access control system serves areas surrounding City Hall 1, City Hall 2, the Council Chamber, and the Police Department building are limited, while the Community Center, Youth Center, the Preschool building, and Public Works garage has no access system all together.

**DISCUSSION**

The purpose of the Request for Proposal (RFP) is to solicit and select a contractor to provide services for the installation and/or upgrade of the existing access control system for City facilities. Under the direction of the Development Services Department, the selected contractor is expected to provide services in an efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract include but are not limited to:

**1. Access Control System**

a. Install access control on twenty-three (23) doors.
    1. Provide cables to all doors.
b. Install controllers on the wall near the switches.
    1. Use conduit and flex conduit to conceal the cables.
c. Replace the existing system on eighteen (18) doors.
d. Add six (6) doors installations in the Police Department.
    1. Use existing cables when possible and run new cables to the six new doors.
e. Provide door contacts and devised to the twenty (20) existing access control doors.
    1. Run cables for the contacts and new devices.

f. Contractor is to identify issues with existing wiring and notify the City prior to replacement.
g. All access control doors must have door electrification hardware prior to installation.
h. New system should have its own new setup – can utilize Windows, Linux, or any other operating system.
    1. System must rust on its own sepearte network (speciic to the readers and controllers)

**2. Requirements**

a. The preferred new solution will replace agonistic door controllers and Keri door controllers.
b. Respondents whose solutions utilize proprietary door controllers are invited to submit a proposal as long as the need for proprietary door controllers is clearly explained.
c. The new solution will support Dynamic Users and Groups (users can be part of multiple groups).
d. The new solution will provide failover redundancy.
e. The new solution will connect to industry standard authentication systems for user on-boarding and off-boarding.
        1. Report capability for user login/access
        2. Access trends
        3. Time of access, by hour, day, week
        4. Customizable dashboard reporting for all entry and exit points
        5. Access error information (forced entry, attempted entry, and door prop)
f. The new solution will provide a web-based interface
g. Customizable role-based user and administrator rights
h. Timed auto expiring access codes and fobs
i. Contractor will provide a dedicated Project Manager
j. Contractor will provide a single point of contact for all installations. Contractor will provide installation map of hardware and relationships (network topology).
k. Contractor will provide full documentation and inventory of hardware models, software and firmware versions
l. Contractor will provide post-install as-built plan
m. Contractor will provide installed site code base (where applicable)
n. Contractor will provide a 5-year warranty on installation and provided hardware
o. Contractor will provide a 5-year maintenance/service contract with a defined SLA including response times

p. Solutions will detect force open and hold open situations.
q. Contractor will provide Professional Services in order to migrate current system and processes to new solution
r. Contractor will provide Professional Services in order to train operators and administration

Term of the Agreement
Once a contractor is selected, an agreement will be established for a term that will run for one (1) year.

The following is an approximate timeline for awarding of the contract related to access control system:

| TASK | DATE |
|---|---|
| **Request for Proposal Made Available** | Tuesday, November 15, 2022 |
| **Mandatory Site Visit** | Monday, November 28, 2022 to Thursday, December 15, 2022 |
| **Proposal Due at City Hall** | Monday, January 9, 2023 at 10:00 a.m. |
| **City Review of Proposals** | Tuesday, January 10, 2023 to Thursday, January 19, 2023 |
| **City Council Consideration for Awarding** | Tuesday, February 21, 2023 |

## FISCAL IMPACT

Funding for the specified services will be expended out of the Development Services Budget from Account No. 10-544-5260 for Fiscal Year 2022-2023.

Attachment: 1. Request for Proposal (RFP) 2022-03 Access Control

**City of Los Alamitos**

**Request for Proposal (RFP) 2022-03**
**Access Control System**
**FOR**

**Development Services Department**

**Attn: Ron Noda**
***Development Services Director***
**3191 Katella Avenue**
**Los Alamitos, California 90720**
**(562) 431-3538, Extension 500**
**(562) 493-1255 Fax**
**Email: rnoda@cityoflosalamitos.org**

**DATED: November 15, 2022**

**Deadline/Bid Opening Date:**
**Must be received by 10:00 a.m. Monday, January 9, 2023**
**RFP Available at http://www.cityoflosalamitos.org**

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# SECTION A
# NOTICE INVITING SEALED BIDS

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS**
**CITY OF LOS ALAMITOS**
**Development Services Department**

## NOTICE OF REQUEST FOR PROPOSALS 2022-04

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Monday, January 9, 2023.

## ACCESS CONTROL SYSTEM PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR ACCESS CONTROL SYSTEM SERVICES RFP 2022-03. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance and administration of upgrades.

City of Los Alamitos
Ron Noda
*Development Services Director*
3191 Katella Avenue
Los Alamitos, CA 90720

# SECTION B
# PROPOSAL RESPONSE REQUIREMENTS

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**ACCESS CONTROL SYSTEM**
**REQUEST FOR PROPOSAL (RFP) 2022-03**
**IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

## SECTION I – PROPOSAL REQUIREMENTS

### Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance, and administration of upgrades.

Responses must conform with the requirements of this RFP. All services provided by the Contractor shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Contractor(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

**Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.**

Please submit six (6) color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposal rate structure shall be submitted and clearly marked.

Proposals sent by telephone, e-mail, or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Contractor(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposal should be concise and be able to properly convey all information.

During the evaluation process, the City reserves the right, where it may serve the City's best

interest, to request additional information or clarification from the proposers. The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Monday, December 12, 2022 at 10:00 a.m.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

**Section II – Additional Proposal Response Requirements**

**A: Letter of Transmittal**

Please include a brief introduction and history of your Contractor. Be sure to state why you believe that your Contractor is the best qualified to provide such services to the City of Los Alamitos.

**B: Contractor Data**

Please submit the following information:

1. Official Contractor name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, Contractor, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers, and fax numbers of each of your Contractor's locations.
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect.
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

## C: Proposal

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services.
2. The Contractor's approach to delivering the scope of services.
3. Brief Contractor profile and number of years the Contractor has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-Contractors. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.
7. Provide examples of services or projects that the Contractor/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles. If fixed fee for compensation, payment subject to accepted percentage completion.
9. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your Contractor's practices.
11. If contracted in the future, the Contractor will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the Contractor could provide such insurance proof of coverage at time of any contract execution.
12. The Contractor will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The**

**proposal shall state that such insurances will be in force at time of contract execution.**

13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the Contractor/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the Contractor has made a similar transition from another contract provider and the methods that the Contractor utilized in achieving this transition.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

## Section III - General Conditions

### 3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a Contractor or partnership makes the Proposal, the name and post office address of the Contractor or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

### 3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposal after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest

priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

**3.3 Cancellation of Solicitation**

The City may cancel this solicitation at any time.

**3.4 City of Los Alamitos Business License**

Contractor and its Sub-Contractors are required to maintain an active City business license for the duration of this Agreement.

**3.5 Compliance with Laws**

All Proposals shall comply with current federal, state, and other laws relative thereto.

**3.6 Contract Documents, Examination Of**

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**3.7 Costs**

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

**3.8 Disqualification of Proposer**

If there is reason to believe that collusion exists among the Proposers, the City may refuse

to consider Proposals from participants in such collusion. No person, Contractor, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion.

**3.9 Interpretation of Request for Proposals**

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any Contract Documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Monday, January 9, 2023, 2023 at 10 a.m. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for Interpretations (RFI's) shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

**3.10 Irregularities**

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

**3.11 Non-Exclusive Contract**

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other Contractors for services.

**3.12 No Obligation**

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

**3.13 Offers of More Than One Price**

Proposers are NOT allowed to submit more than one Proposal.

### 3.14 Proposal, Rejection Of

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

### 3.15 Proprietary Information

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

### 3.16 Public Opening

There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

### 3.17 Severability

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

### 3.18 Sub-Contractor Information

If the Proposal includes the use of Sub-Contractors, Proposer must identify Sub-Contractors and the specific requirements of this RFP for which each proposed Sub-Contractors would perform services.

### 3.19 Sub-Contractor References

For all Sub-Contractors that will be used on this project, Proposers must provide a minimum of three references from similar projects performed for any local government clients within the last three years. Information provided shall include:

A. Client name
   1. Project description
   2. Dates (starting and ending)
   3. Technical environment
   4. Staff assigned to reference engagement that will be designated for work per this RFP
   5. Client project manager's name and telephone number.

### 3.20 Terms of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer.

The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractor's proposal will not be made after the selection of the Contractors. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

**3.21 Withdrawal of Proposal**

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

# SECTION C
# BACKGROUND AND PROJECT EXPECTATIONS

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 4.0 BACKGROUND AND PROJECT EXPECTATIONS

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for the City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance, and administration of upgrades.

This project will include but is not limited to the installation of door controllers, numeric keypads, fob access pads, and the design and installation of a software control system that administers the fobs, fob sensors, door controllers, and access codes used by City staff.

The City of Los Alamitos currently employs a "Keri Doors 32" access control system, used for managing and monitoring access to buildings, offices, and secure areas.

The facility locations include:

- City Hall 1
- City Hall 2
- Community Center
- Council Chamber
- Police Department
- Limited paths of travel within these vicinities

Current State:

- The access control system is located in the server room
- 19 doors currently set up with readers
- System uses Windows Server

## 4.1 USE OF SUB-CONTRACTORS

The City is committed to selecting an excellent team that will produce a high quality work product, and deliver a high level of customer service. Should the use of sub-Contractors be proposed by the proposing Contractor, they shall be clearly identified and included as part of the proposal in response to this RFP.

## 4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the Contractor that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer

service delivery, and not solely on the lowest cost of services. It is anticipated that following interviews, the City will identify a preferred Contractor to enter contract negotiations. Upon successful negotiations with the preferred Contractor, an Agreement will be presented to the City Council for consideration.

The following is the anticipated scheduled for the awarding of this RFP:

| TASK | DATE |
|---|---|
| Request for Proposal Made Available | Tuesday, November 15, 2022 |
| Mandatory Site Visit | Monday, November 28, 2022 to Thursday, December 15, 2022 |
| Proposal Due at City Hall | Monday, January 9, 2023 at 10:00 a.m. |
| City Review of Proposals | Tuesday, January 10, 2023 to Thursday, January 19, 2023 |
| City Council Consideration for Awarding | Tuesday, February 21, 2023 |

**Dates subject to change at the sole discretion of the City.*

## MANDATORY SITE VISIT

Proposers are required to complete a site visit with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Monday, November 28, 2022 through Thursday, December 15, 2022. To schedule a time and date, please contact Michelle Müller at (562) 357-4514 or via email at mmuller@cityoflosalamitos.org.

## RFP INQUIRIES

All inquiries, questions, and requests for information related to this RFP should be directed to Ron Noda, Development Services Director, via email at rnoda@cityoflosalamitos.org and will only be accepted until Monday, December 12, 2022 at 10:00 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to Contractor. If additional services are requested, the Contractor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated

deduction calculation will be furnished to the Contractor prior to a deduction being made.

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for provide building and safety services, including Building Division administration, permit issuance, plan check, inspection, enforcement of building codes, and public counter services, in form approved by the City Attorney. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

# SECTION D
# SCOPE OF SERVICES

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## 5.0 SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to provide services for the installation and/or upgrade of an existing access control system for City facilities. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance and administration of upgrades.

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the Contractor to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. **Access Control System**
    a. Install access control on twenty-three (23) doors.
        i. Provide cables to all doors.
    b. Install controllers on the wall near the switches.
        i. Use conduit and flex conduit to conceal the cables.
    c. Replace the existing system on eighteen (18) doors.
    d. Add six (6) doors installations in the Police Department.
        i. Use existing cables when possible and run new cables to the six new doors.
    e. Provide door contacts and devised to the twenty (20) existing access control doors.
        i. Run cables for the contacts and new devices.
    f. Contractor is to identify issues with existing wiring and notify the City prior to replacement.
    g. All access control doors must have door electrification hardware prior to installation.
    h. New system should have its own new setup – can utilize Windows, Linux, or any other operating system.
        i. System must run on its own separate network (specific to the readers and controllers).

2. **Requirements**
    a. The preferred new solution will replace agonistic door controllers and Keri door controllers.
    b. Respondents whose solutions utilize proprietary door controllers are invited to submit a proposal as long as the need for proprietary door controllers is clearly explained.
    c. The new solution will support Dynamic Users and Groups (users can be part of multiple groups).

d. The new solution will provide failover redundancy.
e. The new solution will connect to industry standard authentication systems for user on-boarding and off-boarding.
    i. Report capability for user login/access
    ii. Access trends
    iii. Time of access, by hour, day, week
    iv. Customizable dashboard reporting for all entry and exit points
    v. Access error information (forced entry, attempted entry, and door prop)
f. The new solution will provide a web-based interface
g. Customizable role-based user and administrator rights
h. Timed auto expiring access codes and fobs
i. Contractor will provide a dedicated Project Manager
j. Contractor will provide a single point of contact for all installations. Contractor will provide installation map of hardware and relationships (network topology).
k. Contractor will provide full documentation and inventory of hardware models, software and Contractor ware versions
l. Contractor will provide post-install as-built plan
m. Contractor will provide installed site code base (where applicable)
n. Contractor will provide a 5-year warranty on installation and provided hardware
o. Contractor will provide a 5-year maintenance/service contract with a defined SLA including response times
p. Solutions will detect force open and hold open situations.
q. Contractor will provide Professional Services in order to migrate current system and processes to new solution
r. Contractor will provide Professional Services in order to train operators and administration

**5.1 Contractor Staff**

It is essential that the Contractor provide adequate experienced and certified personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

**A.** The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

**B.** If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**C.** The Contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion; the City may request the presence of a Supervisor during business hours.

**D.** The Contractor(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

**E.** The City may, at any time, give the Contractor(s) notice to the effect that the conduct or action of a designated employee of the Contractor(s). The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor(s) shall take reasonable measures under the circumstances to remedy and improve the situation presented.

**F.** Assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

**G.** The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and to the public, the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

**H.** The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

### 5.1 Dress Code and Appearance

The Contractor(s) shall require each of its employees to adhere to industry standards of work ethics and attire. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

### 5.2 Contract Enforcement

The Contractor(s) or its authorized representative shall meet with the Development Services Director quarterly, or more, at the discretion and convenience of the City.

The City reserves the right to perform audits at any time for the purpose of monitoring performance. The Contractor shall cooperate with City, representative(s) in the review and monitoring of Contractor's performance, and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

**5.3 Term of Agreement**

The term of the Agreement is expected to commence on February 21, 2023 for a one (1) year term.

# SECTION E

# PROPOSAL SCHEDULE

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

## SECTION E PROPOSAL SCHEDULE

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**Proposal A – Rate and Services Structure**

1. For an actual service compensation system, a copy of the Contractor's current rate schedule as relevant to the fee proposal.

   - Provide the following information as relevant to the fee proposal:

| Job Description | |
|---|---|
| Estimated total hours | |
| Estimated out-of-pocket expenses | |
| The hourly rate by staff classification | |
| The all-inclusive maximum fee and out-of-pocket expenses, which will | |
| The frequency and timing of the | |
| Cost of additional related services (if | |

**Proposal A Schedule Total: $_____**

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.

Proposal Schedule Total (in word):

_____

_____

# SECTION F

## ACCESS CONTROL SYSTEM
## REQUEST FOR PROPOSAL (RFP) 2022-03
## IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**PROFESSIONAL SERVICES AGREEMENT**
**Access Control System (RFP) 2022-03**
**[E*nter name of Contractor*]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this day of 2023 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, ("Contractor") a, _____. 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 installation and/or upgrade of an existing access control system for the City facilities. It is preferred that the Contractor provide the City an opportunity to review contract documents and RFP's in advance of the agenda report deadlines.

B. In response to City's formal Request for Proposals No. ____(RFP), dated_____, 2022, Contractor has submitted to City a written proposal, dated , 2023, to provide the desired services.

C. City desires to engage Contractor to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. SERVICES OF CONTRACTOR

**1.1 Scope of Services and Standard of Performance.** Contractor shall provide those services set forth in the_____Proposal, dated_____, 2023, 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, subcontractors and subconsultants 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) RPF No.____, dated_____; and (3) Contractor's Proposal,Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) 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, individuals, or Contractors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

## 2. COMPENSATION

**2.1 Maximum Contract Amount.** Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars ($___). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

**2.2 Method of Payment.** In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

## 3. SCHEDULE OF PERFORMANCE

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Contractor is an essential condition of this Agreement.

**3.2 Schedule of Performance.** Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

**3.3 Force Majeure.** The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of

God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

**3.4 Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial period of three (3) years, ending on., unless extended at the sole election of City for an additional period of two (2) years, ending on _____..

## 4. COORDINATION OF PROJECT SERVICES

**4.1 Contractor's Representative.** The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

**4.2 City's Contract Officer.** The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City. If Contractor is permitted by City to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered

employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

**4.4 Independent Contractor.**

**4.4.1** The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**4.4.2** Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

**4.4.3** No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subcontractors 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, subcontractors 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 subcontractors 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, subcontractor 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, subcontractors 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, subcontractors or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## 5. INSURANCE

**5.1 Compliance with Insurance Requirements.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

**5.2 Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Contractor shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Contractor's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

**5.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**5.2.1.2** If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by City.

**5.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to City, to ensure PLI coverage during the entire course of performing the Project services.

**5.2.1.4** Contractor shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and City shall have no obligation to pay Contractor for Project Services performed while required PLI insurance is not in effect.

**5.2.2 <u>Commercial General Liability Insurance</u>.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

**5.2.3 <u>Automobile Liability Insurance</u>.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

**5.2.4 Workers' Compensation Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor does not have any employees.

**5.3 Acceptability of Insurers.** Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

**5.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

**5.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

**5.4.1.1 Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

**5.4.1.1.1 Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

**5.4.1.2 Primary and Non-Contributing Insurance.** Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

**5.4.1.3 Waiver of Subrogation.** Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

**5.4.2 Notice of Cancellation.** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

**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 Subcontractors.** Contractor shall either: (1) include all subcontractors or subconsultants 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 subcontractors or subconsultants to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Contractor shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

**5.10 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**5.10.1** Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

**5.10.2** All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

**5.10.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

**5.10.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

**5.10.5** Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

**5.10.6** Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

## 6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Contractor are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## 7. REPORTS AND RECORDS

**7.1** **Records.** Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2** **Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

**7.3** **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

**7.4** **Release of Documents.** Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

## 8. ENFORCEMENT OF AGREEMENT

**8.1** **California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2** **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.3** **Rights and Remedies Cumulative.** Except with respect to rights and remedies

expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.4** **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.5** **Termination Prior to Expiration of Term.** City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Contractor, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

**8.6** **Termination for Default of Contractor.**

**8.6.1** Contractor's failure to comply with any provision of this Agreement shall constitute a default.

**8.6.2** If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

**8.6.3** If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Project Services as provided herein.

**8.7** **Attorneys' Fees.** In the event any dispute between the Parties with respect to this

Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

## 9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Notices.** Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE –_.

**To City:** Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

**With copy to:**

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

**To Contractor:** Name of Contractor
Street
City, State, Zip Code
Email

**10.2 Entire Agreement; Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

**10.3 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

**10.4 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.5 Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.6 Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.7 Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all

applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

**10.8 Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Contractor"**

**Name of Contractor**

By:_____
Name
Title
Email

By:_____
Name
Title
Email

DRAFT

**EXHIBIT "A"**

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11I**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Award of Professional Services Agreement (PSA) with Hirsch & Associates, Inc. for Sterns Park Improvement Project for Project Management Services**

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## SUMMARY

On October 20, 2022, staff received and reviewed bids to the City's Request for Proposals (RFP) 2022-02 Sterns Park Improvement for Project Management Services. This item is to award the bid for Hirsch & Associates, Inc. in the amount not to exceed $304,031.72.

## RECOMMENDATION

1. Award the bid for RFP 2022-02; and,

2. Authorize the Mayor to execute the Professional Services Agreement with Hirsch & Associates, Inc., for Project Management Services with a maximum contract amount of $304,031.72 for a period of fourteen (14) months, ending on December 31, 2023.

## BACKGROUND

Sterns Park is a neighborhood park located at 3871 Farquhar Avenue and is approximately 16,500 square feet (0.38 acres). The playground structure was last updated in June 1997.

Parks and playgrounds are essential to establish and maintain the quality of life in the community, ensuring health of families and youth, and contributing to economic and environmental well-being. Playground equipment typically has a service life of twenty years, making the existing play structure 25 years old.

The proposed design will not only update Americans with Disabilities Act (ADA) and safety aspects of Sterns Park, but will also transform the park into an all-inclusive park that will allow all children to play. The objective of the City is to secure a timely, consistent, and cost-effective agreement where the selected firm will render design plans and specifications, project and construction management and inspection services. In order to secure a qualified firm to provide the described services, a Request for Proposals (RFP) was prepared to seek bids from qualified firms.

## DISCUSSION

In June 2022, City Council approved RFP 2022-02, which ultimately resulted in the rejection of

two bids due to the disqualification of one as it was deemed unresponsive, and the second for proposing a cost greater than what funding permits. Staff revised RFP 2022-02, and obtained City Council approval to re-solicit the project for bid responses.

On September 20, 2022, RFP 2022-02 was released, as well as advertised in the newspaper on September 28, 2022 and October 5, 2022. In response to the September 19, 2022 RFP revision, the City received two (2) bids in the following amounts:

| **COMPANY** | **BID AMOUNT** | **COST DIFFERENCE** |
|---|---|---|
| Hirsch & Associates Inc. | $304,031.72 | - |
| Willdan Engineering | $329,844.00 | + $23,727 |

The scope of service sought from this RFP will include but is not limited to the following:

Project Design

1. All-inclusive accessible playground with rubberized surfacing
2. LED security area lighting
3. Concrete paving and improved accessibility
4. Site amenities such as benches, drinking fountain, trash receptacles, picnic tables and shade shelter
5. Decorative seat walls
6. Fencing
7. Fitness equipment with rubberized surfacing
8. Landscaping and irrigation
9. Relocating an existing monument plaque and existing boulders

Project Construction Management

1. Review plans, specifications, and all other contract and construction- related documents.
2. Assist the City with public awareness and information program to keep residents and local stakeholders informed of project status, along with impacts to traffic flow circulation, including answering public questions about project.
3. Prepare construction file, including establishment of document control systems. A copy of the Contractor's construction file checklist shall be provided upon request.
4. Ensure contractor distributes public construction notices and places construction and information signs.
5. Prepare special concerns to be presented at preconstruction conference.
6. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
7. Closely review schedule and advise Contractor to take action on schedule deviations.
8. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
9. Evaluate and respond to contractor's requests for clarification of plans and specifications.

10. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to Contractor.

Construction Inspection Services

1. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
2. Verify and monitor that the contractor conforms to the design survey line and grades.
3. Attend weekly progress meetings with the City's construction manager, contractor, and subcontractors.
4. Inspector will provide full-time and as-needed construction inspections of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
5. Monitor compliance with Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management services). Also, monitor the contractors' compliance with approved SWPPP.

6. Ensure compliance with Underground Service Alert notification/delineation.

This agreement proposes a fourteen (14) month term with one (1) exercisable six (6) month extension.

**FISCAL IMPACT**

Funding for the specified services will be expended from Account No. 10-570-5501.2301 for Fiscal Year 2022-2023.

Attachment:
1. Professional Services Agreement (Hirsch and Associates)
2. Exhibit A
3. Bid Breakdown - RFP 2022-02 - Sterns Park Improvement Project

**PROFESSIONAL SERVICES AGREEMENT**
**Sterns Park Improvement Project (RFP) 2022-02**
**[Hirsch & Associates, Inc.]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this day of November 14, 2022 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Hirsch & Associates, Inc. (HAI), ("Firm") a, Corporation. City and Consultant 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 firm to provide design, plans, specifications, Engineer's Estimate (PS&E) for bid, construction management and inspection services for the Sterns Park Improvement Project. It is preferred that the firm provide the City an opportunity to review contract documents and RFP's in advance of the agenda report deadlines.

B. In response to City's formal Request for Proposals No. 2022-02 (RFP), dated September 19, 2022, Firm has submitted to City a written proposal, dated October 20, 2022, to provide the desired services.

C. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. SERVICES OF FIRM

**1.1 Scope of Services and Standard of Performance.** Firm shall provide those services set forth in the Landscape Architectural Design, Engineering and Construction Management for the Sterns Park Improvement Project Proposal, dated October 20, 2022, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm 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. Firm represents and warrants that it and all employees, subcontractors and subconsultants 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) RPF No. 2022-02, dated September 19, 2022; and (3) Firm'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; (2rd) the RFP, and (3rd) Firm'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. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm 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, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm 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 Firm to perform the Project Services. Firm 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 Firm'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, Firm warrants that Firm (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.** Firm 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.** Firm acknowledges that City may enter into agreements with other Firms, consultants, individuals, or vendors for services similar to the services that are the subject of this Agreement. Firm 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.** Firm 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 Three Hundred and Four Thousand, Thirty-One Dollars and Seventy Cents ($304,031.72). 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 Firm wishes to receive payment, Firm 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 Firm 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 Firm'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 Firm is an essential condition of this Agreement.

**3.2** **Schedule of Performance.** Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, 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 Firm (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 Firm, 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 Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant'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 an initial period of thirteen (13) months, ending on December 14, 2023 unless extended at the sole election of City for an additional period of six (6) months, ending on June 14, 2024.

## 4. COORDINATION OF PROJECT SERVICES

**4.1 Firm's Representative.** The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Charles Foley. 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 Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm 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 Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm 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 Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm 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 Firm. City will deal directly with and will make all payments to Firm. 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 Firm, 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 Firm or any surety of Firm 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 Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm 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 Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, 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 Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**4.4.2** Firm 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 Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, 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 Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm 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 Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm 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, Firm 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 Firm 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, Firm 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.** Firm 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. Firm 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 Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm 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, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI")**. Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

**5.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**5.2.1.2** If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by West-Comm.

**5.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to West-Comm, to ensure PLI coverage during the entire course of performing the Project services.

**5.2.1.4** Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and West-Comm shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

**5.2.2** **Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

**5.2.3** **Automobile Liability Insurance.** Firm 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 Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

**5.2.4 Workers' Compensation Insurance.** Firm 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. Firm 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. Firm 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, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm 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 Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm 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 Firm 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 Firm, 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 Firm 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. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm 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 Firm'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.)

**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, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm 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, Firm 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 Firm may be held responsible for payments of damages to persons or property.

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

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

**5.10.5** Firm 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 Firm, provide the same minimum insurance coverage required of Firm. Firm 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. Firm 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** Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm 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, Firm shall defend (at Firm'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 Firm, 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 Firm 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 Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm'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.** Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm 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.** Firm 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 Firm, 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 Firm 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. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm 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 Firm fails to secure such assignment, Firm 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 Firm, 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 Firm 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 Firm. 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 Firm, 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, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm 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 Firm.**

**8.6.1** Firm's failure to comply with any provision of this Agreement shall constitute a default.

**8.6.2** If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm'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 Firm, 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 Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Covenant Against Discrimination.** Firm 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. Firm 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 – Hirsch & Associates, Inc.

**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 Firm:**

Charles Foley, President
Hirsch & Associates, Inc. 2221
East Winston Road Suite A
Anaheim, CA 92806
chuck@hailandarch.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.** Firm 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



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16000, et seq., ("Prevailing Wage Laws"). Firm 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, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm 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]

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IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Firm"**

**Name of Firm**

By:_____
Charles E. Foley
President
chuck@hailandarch.com

By:_____
Mark A. L. Hirsch
Vice President
mark@hailandarch.com

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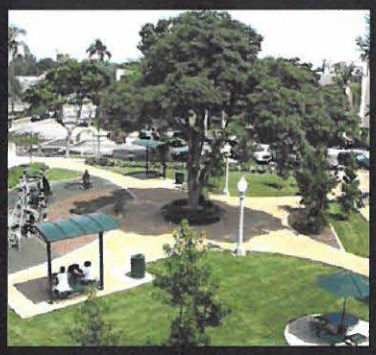
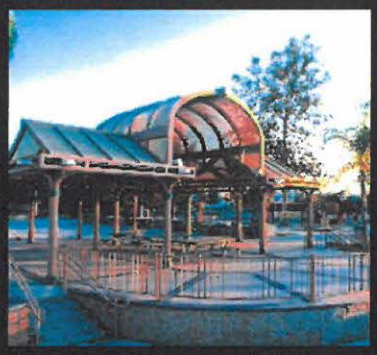
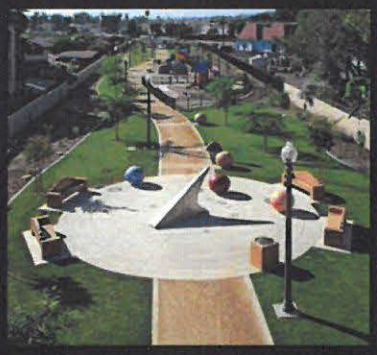
**EXHIBIT "A"**

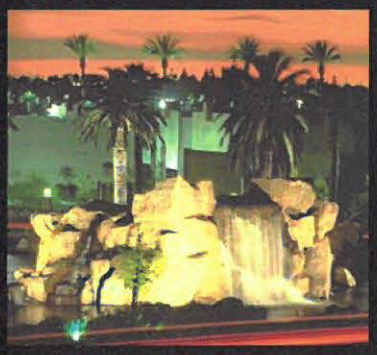
1277023.1

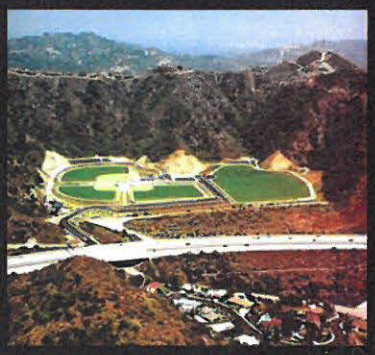
# Hirsch & Associates, Inc.

## Landscape Architecture & Planning

# Proposal
# Landscape Architectural Design, Engineering and Construction Management for the Sterns Park Improvement Project
# City of Los Alamitos, Ca





*Creating Award Winning Parks & Recreational Facilities Since 1977*

2221 E. Winston Road, Suite A, Anaheim, CA 92806-5540
Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com RLA #5567

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HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Ron Noda
Development Services Director
3191 Katella Ave
Los Alamitos, Ca. 90720

10-20-22

**Proposal – Landscape Architectural Design, Engineering and Construction Management – Sterns Park Improvements**

Dear Mr. Noda,

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of design required to lead this project and is pleased to present our proposal. Our diverse project experience coupled with the preliminary conceptual design study HAI prepared with the City shall provide a complete and successful delivery of the revitalized park. We look forward to continuing our successful working relationship with the City of Los Alamitos.

HAI is uniquely qualified having;

- Designed numerous Park facilities receiving recognition by the California Park and Recreation Society in being presented Special Awards of Excellence, Environmental Planning Awards as well as American Public Works Association Project of the Year Awards, Southern California Chapter and Awards of Merit for Park Planning and Design.
- Design and development of over (130) municipal parks throughout California including renovation and reimagining of existing facilities.
- Extensive experience with Community Outreach and interpretation of input within design concepts and ultimately the constructed facility.
- Expert understanding of the latest in design standards with respect to park design, sustainability, storm water retention/infiltration, site grading and drainage and Water Efficiency Landscape requirements.
- Expert understanding of the "Americans with Disabilities Act", California Title 24, California Building Code and experience with how they apply to public facilities.
- Expert understanding of AB1881, State Water Reduction Ordinance and how it applies to public landscapes.
- Proven success with the Anser Advisory (Construction Management) and currently working together for the City of Long Beach on multiple park renovation projects.

HAI and our team shall deliver an inspired approach to the design of this project which shall be our highest priority. If selected, HAI shall provide the City an insurance certificate meeting the requirements set forth in the request for proposal.

Thank you

Charles Foley, President
CA RLA#5567, ASLA

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM LA#1710

Key Design and Construction Management Team Members – All shall be available for the duration of the project. Additionally, HAI and our sub consultants currently possess or will obtain insurance per the City of Los Alamitos requirements at the time of contract execution.

**Hirsch & Associates, Inc.**
Charles Foley, Principal In Charge/Landscape Architect of Record
Mark Hirsch, Project Manager
Pam Brown, Senior Designer
Technical Staff as needed

**Blue Peak Engineering**
Rob DePrat, Civil Engineer

**Anser Advisory**
Stephen Mutch, PE Director of Environmental Services
Ben Torres, Construction Manager
John Duong, Construction Manager

**IDS Engineering**
Michael Reed, Electrical Engineering Project Manager
Said Hilmy, Structural Engineer

**Rodriguez Consulting and Engineering**
Gene Luu, Geotechnical Engineer

**Pacific Land Consultants**
Chris Vassallo, Licensed Surveyor

**GCAP/Labor Compliance Services**
Sylvia Linn, Vice President

References

Eric Lopez, Public Works Director, City of Long Beach 562-570-5690 eric.lopez@longbeach.gov

Working on an On Call basis since 2014. Design of new and renovation of existing public spaces including trails, plaza and park space, sport courts with lighting, play areas, parking lots, sports fields, planting and irrigation.

Andy Winje, City Engineer/Public Works, City of Redondo Beach, 310-318-0661 x2431
Andrew.Winje@redondo.org

Working on an On Call basis since 2017. Design of renovation for public spaces including trails, park space, parks, parking lots, sport court planning, water reduction strategies, planting and irrigation.

Raul Martinez, Park Superintendent, City of Long Beach, 562-570-4895
Raul.MartinezJr@longbeach.gov

Design of renovated Public Parks, sport courts with lighting, play areas, planting and irrigation systems.

Yorba Linda Towne Center

Gilroy Gardens Splash Oasis

Mackay Park, Cypress

## Company Data

1. Hirsch & Associates, Inc. Landscape Architects (HAI)
   2221 East Winston Rd. Ste A
   Anaheim, Ca. 92806
2. Main Contact: Charles Foley - chuck@hailandarch.com
   714-776-4340 X 107
3. HAI is a California C Corporation.
4. Federal Employer 330299754
5. HAI has a single office located in Anaheim, California.
6. HAI is a California Corporation privately owned by its shareholders. It is not partially owned by another business orga nization.
7. Hirsch & Associates, Inc. originally Heimberger Hirsch & Associates, started in 1977 and incorporated in 1988. Mr. Heimberger left the company in 1997 and HAI was incorporated thereafter.
8. HAI is currently working on the following contracts/projects
   **Play Area Renovation - Long Beach**
   HAI recently completed design for and construction oversight of renovation of (10) play grounds within existing parks for the City of Long Beach. The project has spanned 4 years with the most recent opening at Recreation Park this June. HAI is under contract to renovate (3) additional play areas at Ramona, Admiral Kidd and Silverado Parks.
   **Play Area Renovation - Westminster**
   HAI recently completed design for and construction oversight of renovation of (2) playgrounds within existing parks for the City of Westminster. The project started in 2020 with both playgrounds opening in 2022. We are now designing (2) additional playground renovations at Liberty and Newcastle Parks.
   **Park Design - Adelanto**
   HAI is designing a new 2.8 acre park facility funded by the State Proposition 68 Grant. The facility includes new play areas, splash pad, prefabricated restroom, sport courts, outdoor exercise equipment, area lighting, stormwater collection and infiltration, parking and integrated bus stop. The soon to be named project will be out to bid later this year with completion in 2023.
9. HAI specializes in renovation of existing park facilities. The vast majority of parks we design are existing. Our principal and staff members possess the knowledge and expertise to overcome challenges associated with existing site opportunities and constraints. We have worked with communities throughout California and developed strategies to overcome both public/political and physical challenges.
10. HAI has never failed to complete a contract in both public and private development. We are a strong, flexible and balanced company able to complete every project endeavor we engage.
11. HAI does not have any other business or financial interests other than itself.
12. There are no known conflicts of interest that prevent HAI from entering into a contract for Sterns Park with the City of Los Alamitos.

**Mackay Park,**
City of Cypressk

**Gilroy Gardens,**
City of Gilroy

**Los Cerritos Park,**
City of Long Beach

# Statement of Qualifications
## Project Diversity

### Parks & Recreation
Regional Parks
Community Parks
Neighborhood Parks
Sports Facilities
Special Use Facilities
Mini Parks
Universally Accessible Children's Play Areas

### Municipal
Civic Centers
Redevelopment Projects
Landscape Standards & Guidelines
Landscape Plan Check Services
Public Plazas & Fountains

### Institutional
School & Campuses
Correctional Facilities
Justice & Police Facilities
Hospital Landscape Planning & Design

### Commercial
Commercial Power Centers
Office & Business Parks

### Specialty
Fountains
Water Features
Memorials

### Residential
Planned Communities
Single Family Housing
Model Homes
Apartment Complexes

### Transportation
Streetscapes
Freeway Landscape Design
City Monuments
Project Monuments

### Firm Description

**Hirsch & Associates, Inc.** established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with the experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This experience equates to well-conceived projects that exceed expectations.

### Business Data
330299754 EIN
California C Corporation

**Department of Water & Power Fountain,**
City of Burbank

**McCambridge Park,**
City of Burbank

**Yorba Linda Towne Center,**
City of Yorba Linda

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

# Services
## Landscape Architecture

### Capabilities

In the capacity of primary consultant or development team member, our professional staff and affiliates are capable of providing complete landscape architecture, planning and engineering services.

### Services

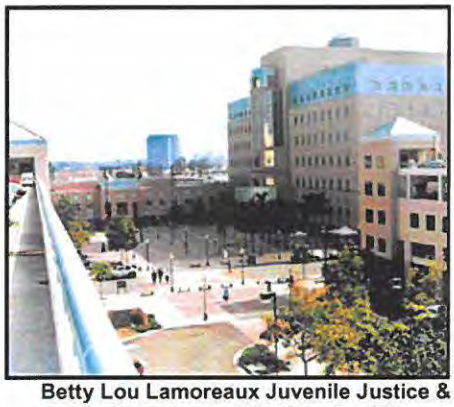
Park Master Planning
Feasibility Studies
Conceptual Studies
Community Outreach
Community Workshops
Sustainable Site Planning
Construction Documents
Project Management
Construction Administration
Low Impact Development
Water Harvesting
Irrigation Design (AB 1881)
Water Auditing
Water Budgeting
Water Consumption Reporting
Recycled Water Irrigation Design
ADA Compliance

### Approach

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide.

**Cerritos Towne Center,**
City of Cerritos



**Betty Lou Lamoreaux Juvenile Justice & Family Probate Facility,** County of Orange

**Plaza Park,**
City of Fullerton

**Glendale Sports Complex,**
City of Glendale

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

FIRM PROFILE

# Services
## Continued

## Philosophy

Planning, designing and building a project to meet today's needs is an all encompassing challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the general public to create the best possible environment. The knowledge to design this environment is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

## Affiliates Services

Architecture
Community Buildings
Gymnasiums
Restroom Buildings
Administration Buildings
Picnic Shelters
Concession Buildings

Engineering
Civil
Structural
Environmental
Electrical
Mechanical

Construction Administration
Constructability Review
Entitlement Processing
Project Management
Construction Management
Value Engineering
Construction Inspections

## Insurance Information

Hirsch & Associates, Inc. maintains the following insurance coverage limits may be increased upon request:

General & Automobile Liability
*Travelers*
Limit: $2 Million & $4 Million Aggregate

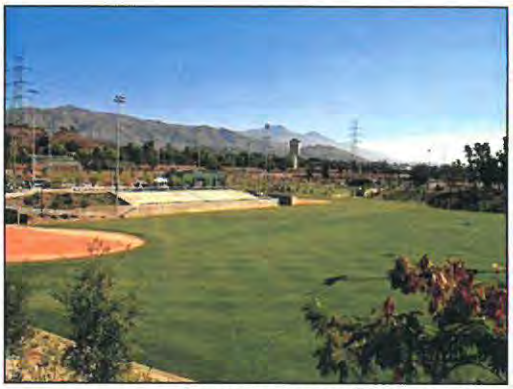
Professional Liability
*Aspen American*
Limit: $2 Million

Worker's Compensation
*Travelers*
Limit: $1 Million

**Fairmount Park,**
City of Riverside

**Janss Plaza Renovation,**
University of California, Los Angeles

**Central Park,**
City of La Palma



**Louis A. Pompei Memorial Park,**
City of Glendora

# Resumes

# Charles E. Foley, ASLA

**President**
**Chief Executive Officer**

## Education

*Landscape Architecture, BS*
California State Polytechnic University,
Pomona, California

## Registration

Licensed Landscape Architect, California #5567
Licensed Landscape Architect, Nevada #948

## Experience

Mr. Foley has over 25 years of professional Landscape Architectural and Planning design experience. He has been the Principal in Charge of a wide variety of public park, streetscape, school districts and private development projects. The projects include renovation of existing parks as well as development of new facilities, Brownfield and Landfill sites, Habitat Restoration, irrigation renovation and water efficiency/reduction efforts. As Principal in Charge of each project, he oversees all aspects of development including the public input process from stakeholders, interaction with commissions and council, administers quality control of HAI staff and sub consultants during the design process as well as integral involvement during the construction process. His early field experience in construction prior to becoming a design professional serves clients well with knowledge related to site work and all aspects of park development. The culmination of this experience has served his clients well with creative projects meeting the needs of the stakeholders, completed on time and within budget. Many completed projects he has managed have been awarded merit by the California Park and Recreation Society (CPRS) as well as the American Public Works Association (APWA). With or without rewards, the completely projects have become treasured assets of communities they serve.

## Professional Responsibilities

Project Management
Client Contact & Development
Project Production
Construction Document Preparation
Construction Support
Community Workshops
Public Meetings
Presentations

## Affiliations

American Society of Landscape Architects (ASLA)
ASLA Mentor
California Park & Recreation Society

**Rotary Centennial Park,**
City of Long Beach

**Mackay Park,**
City of Cypress

**Long Beach Bike & Pedestrian Trail,**
City of Long Beach

**Cesar Chavez Park,**
City of Pomona

Hirsch & Associates, Inc.
Landscape Architecture & Planning

Firm Profile

# Mark A. L. Hirsch
## Landscape Contractor, CLIA
## Vice President

## Education

Construction Technology
College of the Redwoods, Eureka CA
Horticulture,
Fullerton College, Fullerton CA

## Registration

Licensed Landscape Contractor (C-27) CA #956898
Certified Landscape Irrigation Designer and Auditor, CLIA #84847

## Experience

Mr. Hirsch has 34 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained ten years experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of Vice President. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

## Professional Responsibilities

Project Management
Construction Management
Construction Support
Water Audits
Water Management
Irrigation Consultation
Presentations
Community Workshops
Conceptual Design Preparation
Construction Document Preparation

## Affiliations

IA Irrigation Association
California Landscape Contractor Association
California Park & Recreation Society
Wildlife Conservation Society

**Rio Vista Park**
Pico Rivera, CA

**Smith Park**
Pico Rivera, CA

**Mackay Park,**
Cypress, CA

**Louis A. Pompei Memorial Park,**
City of Glendora, CA

**Janss Plaza Historic Renovation,**
UCLA Los Angeles, CA

**Sycamore Canyon Park,**
Diamond Bar, CA

HAI
Hirsch & Associates, Inc.
Landscape Architecture & Planning

Firm Profile

# Pamela Brown, ASLA
## Senior Designer

## Education

*Landscape Architecture, BS*
*California State Polytechnic University,*
*Pomona, California*

## Registration

Licensed Landscape Architect, California #5866

## Experience

Ms. Brown joined Hirsch and Associates, Inc. in 2007 with 4 years of previous experience at a large multi-disciplinary firm in their Landscape Architecture division where she collaborated on projects with architects, engineers, and environmental planners. Ms. Brown works closely with clients and sub consultants to develop various projects from conceptualization through design development and lastly to construction documents and support. Ms. Brown has been involved with a wide range of projects such as award-winning Park and Recreation Facilities, Sports Parks, Commercial Retail Centers, and Streetscape Beautification. She has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

## Professional Responsibilities

Construction Document Preparation
Graphic Design/Rendering
Project Production
Construction Support
Community Workshops/Public Meetings
Subconsultant Coordination
Client Contact and Development

## Affiliations

American Society of Landscape Architects (ASLA)

**Yorba Linda Towne Center,** Yorba Linda CA

**Bradley Park,** San Marcos CA

**Recreation Park Playground,** Long Beach CA

**Morgan Park,** City of Baldwin Park CA

Hirsch & Associates, Inc.
Landscape Architecture & Planning

Firm Profile

# STEPHEN MUTCH, PE, CCM, ASSOCIATE DBIA, QSD

## PRINCIPAL PROGRAM MANAGER

Mr. Mutch has more than 34 years of broad civil, environmental remediation, and construction management experience for various types and sizes of public agency capital improvement projects. His environmental experience includes the identification, assessment, management, and disposal of hazardous waste. His broad experience includes vertical building, heavy horizontal, and underground utility projects. Clients rely on his expertise in permitting, project commissioning, stakeholder and third-party coordination, and environmental compliance.

**Education**

Bachelor of Science., Civil Engineering, California State University, Long Beach, 1990

**Licenses/Certifications**

Registered Civil Engineer, California, #66757

Associate DBIA Professional (Assoc. DBIA (current)

Certified Construction Manager (CCM), Construction Management Association of America (CMAA), #2384 (Current)

Qualified SWPPP Developer (QSD), #01240

**Organizations/Affiliations**

Building Commissioning Authority

National Registry of Environmental Professionals

Construction Management Association of America

Design Build Institute of America

**Experience**

Years Experience: 34

Years with Anser: 20+

**Work History**

Anser Advisory, LLC, Director Program Manager, 2002 to Current

## PROGRAM/CONSTRUCTION MANAGEMENT EXPERIENCE

**SGVCOG, Diamond Bar Golf Course Project, Diamond Bar, CA | 2021**

As Senior Construction Manager, Stephen is responsible for
Anser Advisory is SGVCOGs' representative on the re-construction of the Diamond Bar Golf Course (DBGC) to reconfigure/construct new fairways, greens and other golf amenities. The reconfiguration also requires construction of two major box culverts to capture and discharge 1100CFS of storm flows and surface grading and improvements to allow positive drainage in these areas. Other project aspects include replacing the existing golf course irrigation system with new pipe, watering heads and controllers, install new potable and fire water services, construct a new 9000 Sf golf maintenance facility. Demolition of existing structures and clearing and grubbing of large areas as part of the reconfiguration efforts. All work must be coordinated with other major roadway widening projects and tight construction schedules.

As Senior Construction Manager, Stephen is overseeing the relocation of a Southern California Edison 66kV Tubular Steel Pole that supports overhead conductors. The project will grade an area for the new pole and allow SCE access for construction of the pole foundation and restringing the conductions. Because the golf course is being reconfigured, the existing 12kV overhead power line will be relocated underground. Stephen is also overseeing the construction of a about 2,800 LF of 12kV duct back, multiple manholes and junction structures through the Northeast portion of the project.

**County of Santa Barbara Department of Public Works, Tajiguas Resource Recovery Project, Santa Barbara, CA | 2017-2020**

Anser Advisory dba Simplus was the County Department of Public Works representative on the construction of a material recovery and anaerobic digester facilities totaling 95,000 square feet. The projects goal is to achieve source reduction of the Tajiguas landfill to extend the operational times of the landfill. The project entails the coordination with the design build firm to resolve plan check, permitting and approvals of building plans; updates and reconfiguration of the landfill gas systems; expansion of the landfill gas collection and reuse systems to generate about 1 mega-watt of power production for the site. Additional efforts include installation of 140 cast in drilled hole (CIDH) piles, evaluation of groundwater sources to eliminate liquefaction conditions, treat and dispose of nuisance waters.

**City of Seal Beach, Seal Beach Pier Renovation Project, Seal Beach, CA | 2018-2019**

Mr. Mutch was the senior program manager for the reconstruction of the Seal Beach Pier damaged in the 2016 fire which destroyed the Ruby's restaurant and several hundred feet of wooden pier structure and deck. Anser provided contract management, construction inspection and observation, and monitoring for this challenging project which required the pier to remain open to the public throughout the reconstruction process. The project required the pier to be completely refitted with new utilities, including transformer and main gear compound, new fire distribution systems, new pier supports, repair/install 24 wooden piles, and import hardwoods sourced from South America. Permitting and oversight was required from the California Coastal Commission, Regional Water Quality Control Board (RWQCB), Air Quality Management District (AQMD), Orange County Fire Authority, and the City of Seal Beach. The project also included community outreach programs to respond to questions or concerns from local businesses and residents.

**City of Long Beach, Los Cerritos Channel Stormwater Diversion Project, Long Beach, CA | 2018-2019**

The project included the construction of a stormwater collection system that holds 30 acre-feet of stormwater. Construction entailed cast-in-place concrete walls and deck, wick drains, access hatches, manholes, soil excavation and backfill, and a monitoring system that allows water levels to be monitored and controlled. The project included coordination with airport staff, Federal Aviation Administration, City of Long Beach and City of Signal Hill staff, and the contractor. Mr. Mutch worked with the project team to monitor overall progress and documentation processes.

**City of Long Beach, Willow Springs Wetland Restoration, Long Beach, CA | 2016-2017**

Anser provided construction management services for the Willow Springs Wetland Restoration which included the construction of a stormwater collection system, vegetated bioswales, inlet structure, habitat planting, rip rap inlet structures, stormwater detention basin, and groundwater infiltration system. As Senior Construction Manager, Mr. Mutch was responsible for assisting the City in reviewing the plans and specifications and procuring native California plants. He assisted with coordinating the contract award, daily reporting monitoring construction, facilitating meetings, and reviewing and processing change orders, submittals, schedules, and monthly payments.

**Trans Pacific Container Service Corp., Tra-Pac Container Terminal Administration Building, Port of Los Angeles, CA | 2014-2016**

Simplus has recently been awarded a five-year on-call construction management contract with the Port of Los Angeles. One of the first assignments is to serve as the Port's construction manager responsible for contract management, construction inspection and observation, and monitoring commissioning efforts for the new LEED Gold-certified building. Special effort was required to resolve several hundred outstanding change order requests submitted by the contractor. The close-out phase included inspection, permitting, and monitoring the Certificate of Occupancy process. The building construction is a steel-framed structure and glass curtain wall. Environmental issues included drainage control SWPPP management in compliance with the Port's Green Port objectives.

**Terminals A & T, Shore to Ship Power Systems, Port of Long Beach, CA | 2012-2014**

Mr. Mutch was the Senior Construction Manager for the project which constructed four 25kVA power substations and 15 shore to ship power access vaults along the 4,000-foot wharf. The projected received grant funding through South Coast Air Quality Management District to remove idling container ships and provide cleaner shore power. The project required an extensive commissioning program to coordinate equipment both land based and ship side, developing compatible power frequencies, and startup and operations program and training for the terminal crews. The project required coordination between terminal operations, construction crews, and third-party inspection firms for the movement of large container ships and loading/unloading of ships 24/7. Mr. Mutch worked closely with the terminal owner, POLB, to ensure the contractor adhered to project requirements and maintained compliance with all the permitting, environmental, and public utilities agencies including RWQCB, AQMD, U.S. Army Corps of Engineers, and various City agencies. This project required extensive coordination with SCE.

**Port of Long Beach, Maintenance Facility Complex, Long Beach, CA | 2010-2013**

The maintenance facility complex included the construction of a 56,651-square-foot maintenance building, 49,363-square-foot equipment and vehicle canopy wash building, 30,943 square-foot fuel station, staff vehicle surface parking, pedestrian/bike path along Harbor Plaza, and landscape improvements. As an Assistant project manager, Mr. Mutch was responsible for constructability reviews and preliminary comments during the design phase.

**Education**

Bachelor of Science, Construction Management Technology, California State University, Northridge, Northridge, CA

**Licenses/Certifications**

LEED Green Associate

Construction Manager-in-Training (CMIT)

OSHA 10-Hour Safety Certification

Negotiation Mastery Certificate, Harvard Business School

Commercial Real Estate Certificate, Cornell University

**Organizations/Affiliations**

US Green Building Council

Construction Management Association of America

**Experience**

Years' Experience: 7

Years with Anser: 2

## BENJAMIN TORRES, CMIT, LEED GA

## CONSTRUCTION MANAGER III

Mr. Torres brings over seven years of construction management and supervision experience. He has a variety of construction trade knowledge ranging from estimating, field coordination/supervision, quality control, scheduling, material procurement, installation, and safety. He is committed to provide project management services with excellence and integrity.

## RECENT PROJECT EXPERIENCE

**City of Long Beach Public Works Division, Recreation Park Playground, Long Beach, CA | 2021 - 2022**

Project consisted of the removal of the existing playground and import 700CY of soil to regrade site, install new play equipment, new rubber surfacing, 3 GFRC dinosaur installations, new hydration station, ADA access ramp and walkway from parking lot, new ADA parking stalls, new skateboarding area with grind rail and manual pad, new ADA picnic tables, new sidewalks, new landscape irrigation systems, new trees, seed and sod installations, and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for document control, payment, contract review, design coordination, cost dispute negotiations, and closeout. In addition, he was responsible for vendor and contractor coordination, material tracking, change management, schedule review, QC, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Street Light, Technology & Innovation, Health, and Water Departments.

**City of Long Beach Public Works Division, Colorado Lagoon Playground, Long Beach, CA | 2021-2022**

Project consisted of the removal of the existing playground and regrade site, new playground equipment and rubber surfacing, new ADA walkway, new sidewalks, tiered bench seating, new ADA picnic tables, new landscape irrigation controller and equipment, new seed & turf installations, and coastal commission compliance. As Construction Manager, Mr. Torres was supported the training of a new City project manager with document control, payment, contract review, cross departmental coordination, cost dispute negotiations, design change review, and closeout process. In addition, he was responsible for vendor and contractor coordination, material tracking, schedule review, QC, change management, progress payments, field dispute resolution, inspector compliance, site meetings, routine coordination between the City's Parks, Recreation, Marine, Technology & Innovation, Public Transit, Health, and Water Departments.

**City of Long Beach Public Works Division, El Dorado Park West Artificial Turf Soccer Field, Long Beach, CA | 2021**

Project consisted of clearing and regrading of existing site, new artificial turf soccer field, new field goals and backstop netting, new perimeter railing, new artwork boulders, new ADA sidewalk approaches, new sidewalks, new below grade electrical lines, upgrades to electrical switchgear, new high pressure field cooling system, new landscape irrigation controller and equipment, new catch basins, new trees, seed and sod installations, new hydration station and water cross-connection compliance. As Construction Manager, Mr. Torres was responsible for coordination of multiple prime contracts, schedule review, QC, change order negotiations, progress payments, weekly meetings, field resolution, project documentation, regular communication with contractors and city inspector, coordination between City's Parks, Recreation, Health, and Water Departments.

**Southern California Edison, 12kV Cap Bank 1 & 2 Relocation, San Bernardino, CA | 2020**

Project consisted of emergency concrete repair work to remove all existing concrete footings and below grade material to install new foundations. Installed eight new concrete foundations for two capacitor banks, along with new perimeter fence enclosures. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document

control, ensure project schedule and work was delivered as planned, change order management and project scheduling.

**Southern California Edison, Chase & Databank SPCC Mitigations, Corona, CA | 2020**
Project consisted of demo existing SPCC asphalt berms and installation of new SPCC asphalt berms per current SCE standards at both substation locations. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control, ensure project schedule and work was delivered as planned and project scheduling.

**Southern California Edison, Safari Greenfield, Irvine, CA | 2019-2020**
Project consisted of a new 33kV low profile substation, 14' high block wall, below grade conduit banks & vaults. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractors to ensure project success, coordination with supporting subcontractors and vendors to work alongside prime contractors, ensure construction work could continue uninterrupted, and project scheduling.

**Southern California Edison, Windhub 220kV Seismic Upgrade, Mojave, CA | 2019**
Project consisted of seismic upgrade work was repeated within seven 220kV energized positions. Scope included the installation of new CCVTs, steel, conduit runs & wiring, 12' deep concrete footings. As Construction Site Rep, Mr. Torres was responsible for project scope verification and approval, daily communication with contractor to ensure project success, coordination with supporting SCE members and vendors, project document control and ensure project schedule and work was delivered as planned.

**GCC, 1811 Lefthand Circle Tenant Improvement, Longmont, CO | 2019**
Project consisted of commercial tenant improvements to create a new warehouse space and new fire suppression system. Scope included public street excavations to connect to the existing city water main; street and parking lot trenching to extend new water line to the building; public traffic control plan; QC/QA of all roadway repair and new plumbing installation. The building improvement scope consisted of new warehouse loading ramp & door, restroom remodel, interior wall partitions, interior paint, exterior & interior security doors, and fire suppression system. As the Project Engineer, Mr. Torres worked closely with the Superintendent, and Project Manager to support subcontractor site management and reporting, QC/QA of subcontractor performance, material procurement, project scheduling, subcontractor bidding, review and selection, contract review, change management, project budget management, document control, system testing and closeout. In addition, routine coordination with the City and fire department for permitting and inspections.

**The Learning Group, Toddler Room Remodel, Longmont, CO | 2019**
Project consisted of new children's restroom, interior walls, new security door, interior painting, tile and carpet flooring, and concrete sidewalk. As the Project Engineer, Mr. Torres worked closely with the Project Manager to assist with bidding, subcontractor selection, contract writing, and budget management. In addition, routine subcontractor coordination, document control, Superintendent coordination, material procurement, schedule management, City inspection coordination, and closeout.

**BREG, Broe Corporate Point Refresh, Colorado Springs, CO | 2019**
Project consisted of commercial tenant improvements within the lobby and corridors for three floors. Scope included tile and carpet flooring, interior paint, art wall murals, light fixtures, telecommunication wiring, coffee bar, and digital message board and digital display installation. As the Project Engineer, Mr. Torres worked closely with the Project Manager to assist with bidding, subcontractor selection, contract writing, and budget management. In addition, routine subcontractor coordination, document control, Superintendent coordination, material procurement, schedule management, City inspection coordination and closeout.

# JOHN V. DUONG, CCM, EIT-FE

## FIELD OFFICE ENGINEER/ DOCUMENT CONTROL

Mr. Duong has more than five years of engineering and construction management experience for various heavy civil infrastructure and building projects. He possesses the organizational and technical skills necessary to responsibly manage capital improvement projects of all types. He is knowledgeable in all aspects of contract administration and project controls. Typical responsibilities include preparing and processing daily reports, project correspondence, RFIs, submittals, progress payments, change orders, meeting minutes and CPM schedules. Mr. Duong interacts well with clients and contractors to create and maintain a positive team attitude.

### Education

Bachelor of Science, Civil Engineering, California State University, Long Beach, 2015

### Licenses/Certifications

Certified Construction Manager

Engineer In-Training, Fundamentals of Engineering

### Computer Skills

Auto CAD Civil 3D, Bluebeam, Corpscon 6, Highway Capacity Software 2000, FlowMaster, LibreOffice, MATLAB, SAP2000, Solidworks, WaterCAD

Advanced experience in Microsoft Office Applications (Word, PowerPoint, Excel, Access)

Project Scheduling - Primavera P6

### Experience

Years Experience: 6

Years with Anser: 5

### Work History

Anser Advisory, LLC, Construction Manager, 5/2016 to Current

AKS Engineering, Civil Engineer, Jan-April/2016

OC Waste & Recycling, Civil Engineering Intern, May-Dec 2015

AECOM, Civil Engineering Intern, 2009

## SELECT PROJECT EXPERIENCE

**Heartwell Park and Stearns Park Irrigation Upgrades, City of Long Beach, Long Beach, CA | April 2019-Current**

Mr. Duong is the Construction Manager for this project and is responsible for the day-to-day contract administration of the project. This $1.65M projects include major central irrigation system upgrades consisting of a new 6 inch mainline, 2" irrigation lateral lines, new water pumps, automatic valves, city-wide controller system and electrical system upgrades.

Mr. Duong is responsible for project coordination between City departments, consultants, and contractors, scheduling inspections with the City and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

**DeForest Wetlands Restoration, City of Long Beach, Long Beach, CA | 2016-2017**

Mr. Duong was the Office Engineer for this $5.2M park restoration project. Work included the construction of the ecological restoration within the Los Angeles County Flood Control District's detention and storage basin at the DeForest Nature Center and a portion of the former Dominguez Spreading Grounds. The work included 11,000 CY of unclassified excavation, re-grading low flow channels, construction of wetland and natural habitat areas, including step pools and water control weirs. Work also included installation of native trees and other native plantings, hydro-seeding, and installation of irrigation systems. Other improvements included decomposed granite and aggregate paths, fencing and interpretive signage.

Mr. Duong was responsible for project coordination between City departments, consultants, and contractors, scheduling inspections with the City, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

**Groundwater Protection System-Phase VIIIB-2 Soil Buttress and Composite Liner Construction, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA |2016-2018**

Mr. Duong was the Assistant Construction Manager and office engineer for the $28.6M project consisting of 7.8M CY of unclassified excavation, unclassified fill, low permeability material processing and placement, construction of an 80-mil HDPE geosynthetic clay liner, construction of subdrain and leachate collection systems, and miscellaneous erosion control and civil improvements at the Frank R. Bowerman Landfill.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document

control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

**Run-Off Diversion Improvements, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Jan 2021-Mar 2021**
Mr. Duong was the Office Engineer and document control manager for this project which consisted of excavation, shaping and rough grading, drainage structures, and AC paving to construct diversion channels.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

**Phase VIIIB-1 and VIIIB-2 Liner Repair, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Dec 2020-Mar 2021**
Mr. Duong was the Office Engineer and document control manager for this project which consisted of demolition of existing improvements, removal of damaged liner, and reconstruction of the geosynthetic composite liner system, leachate collection system, landfill gas system and protective cover soil.

Mr. Duong was responsible for project coordination between County departments, consultants, and contractors, scheduling inspections with the County, QA consultants and contractors, and document control including contractor submittals, RFI's, change orders, payment applications, daily logs, inspection reports, meeting minutes and data entry.

**Silverado Fire – Emergency Gas Collection and Control System Repairs, Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | Nov 2020-Mar 2021**
Mr. Duong was the Office Engineer and document control manager for this project. The project included repairs to the gas collection and control system along with restoring/repairing burnt down infrastructure due to the Silverado Fire. Mr. Duong was responsible for project coordination between the County departments, consultants, and contractors, and document control including daily logs, meeting minutes and data entry.

**Frank R. Bowerman Landfill, OC Waste & Recycling, Irvine, CA | 2015-2016**
Mr. Duong, as civil engineering intern, served as office engineer for engineering control and management of landfill projects. His responsibilities included measuring and gathering GPS points for proposed projects, assigning elevations to contour lines, determining flow rates and determining surface volumes. He calculated, analyzed and maintained refuse tonnage and load data.

As a part of quality assurance and control, Mr. Duong monitored and collected groundwater sampling for compliance with the Regional Water Quality Control Board, including NPDES and SWPPP. He also participated in field surveys and construction inspections.

**Diamond Bar Golf Course Project, San Gabriel Valley Council of Governments, Diamond Bar, CA | March 2021-Current**
Mr. Duong is the Assistant Construction Manager and office engineer for this project. This project includes the construction of typical golf course features such as course reconfiguration, grading, domestic and fire water lines, storm drain improvements, maintenance facility, demolition, irrigation system replacement, and SCE utilities relocations. Temporary work consists of shoring, excavation support systems and traffic control features.

Mr. Duong is responsible for constructability reviews of project plans and specifications, document control including contractor submittals, and data entry.

**Firm Profile**

Anser Advisory Management, LLC dba Anser Advisory (Anser) is a national firm specializing in capital program advisory and consulting services, including strategy, funding, process, organization preparedness, as well as project, program, and agency construction management and controls.

Locally, our services cover the capital development cycle from pre-planning through construction and close-out across a wide range of end markets, including state/local government, recreational projects such as athletic facilities, golf courses, parks, pools etc., municipal infrastructure such as water/wastewater treatment and conveyance, transportation, energy facilities, infrastructure for electric cars and buses, K-12/higher education, cultural, housing, and corporate commercial.

**Services Provided**

Anser approaches project management and construction management (PMCM) with a unique style, directed towards extensive communication, efficiency, value engineering, and risk analysis, assessment, and mitigation early in the project. We focus on being proactive and extremely responsive to our clients. We combine an assertive attitude, practical field knowledge, and an in-depth understanding of cost control and schedule adherence.

We provide a full range of management consulting, project and program controls, integrated planning, and project management services covering the entire development cycle. Our services include organizational readiness and process and systems assessments through the program definition/ planning phase, downstream to design, bid/award, and construction phase activities. Our team brings more than 40 years in working with athletic and recreational facilities development, operational planning, and programming to meet the goals and objectives of our clients. Anser's experience working with diverse clients has provided our team specific insight into public and other recreational facility operations and stakeholders. Leveraging experience will enable seamless integration with your stakeholders and community and management of your contractor. We recognize the following specific concerns related to these types of projects:

- Tight schedules - academic and seasonal athletic calendars
- Safety - project on an active, occupied public facilities
- Urban, dense project locations - complex logistics
- Multiple stakeholder coordination and input
- Community engagement and communication
- Support of athletic recruiting competitiveness
- Sustainability and longevity of facilities - maximizing lifecycle of equipment and materials

**Firm Experience**

Anser is proud of our years of park and recreation related project experience, enhancing communities with new and renovated areas for play and relaxation. Below is a selection of our recent and/or current clients where we have provided PMCM, inspection, labor compliance and administration services.

**City of Long Beach On-Call Construction Management Services**

Anser has been providing project and construction management services on numerous complex and high-profile City projects over the last 26 years. Our services include constructability review, assistance with initial planning and scoping, participation in planning review meetings, project bidding, pre-construction meetings and walks, review and approval of payments, RFIs and change orders, document control, QA surveys, third party materials inspections, weekly/monthly reports, close out and as-built document review following the City of Long Beach standards.

Throughout our time providing services to the City, Anser has developed strong working relationships within multiple City departments such as Capital Projects, Parks Recreation and Marine, Public Works/Inspection Services, and the Health & Water Departments. Anser routinely coordinates with outside agencies, such as RWQCB, California Department of Fish and Wildlife, and the Coastal Commission, as well as major utilities such as SCE, Frontier, and Long Beach Gas.

Anser's inter-departmental communication is key in successfully delivering both project management and construction management services across a wide variety of projects. Our team proactively identifies relevant City departments to fully capture scope, code, and project specification requirements to successfully deliver projects. Some of our most recent City of Long Beach projects include:

- Stearns Park Irrigation Improvements
- Heartwell Park Irrigation Improvements
- Admiral Kidd Park Artificial Turf Field
- Colorado Lagoon Playground Improvements
- El Dorado Park Artificial Turf Field
- Recreation Park Playground Improvements
- Seaside Way Park Artificial Turf Field

**City of Long Beach, El Dorado Park Artificial Turf Soccer Field Project**

A project designed by HAI. Anser provided project management and construction management services on the new $1.3M artificial turf soccer field in El Dorado Park. Project features included a new synthetic turf soccer field using renewable infill material, field striping for one full length and two junior playing fields, field goals and backstop netting, field perimeter fencing and decorative boulders, a high-pressure field cooling system, ADA curb ramps and sidewalks, ADA hydration station, utility improvements, parking lot pedestrian striping and speed humps, water meter and backflow devices, irrigation controllers and lines, and tree and sod landscaping.

Our duties included management of multiple prime contractors, coordinating site inspection, construction schedule review and management, managing and administering the construction contract budget and progress payments, monitoring contractor labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings with monthly project reports, performed irrigation cross-connection test, constructability review, project closeout management, regular coordination with City's Parks, Recreation, Water and Health departments, managing biologist's nesting bird survey inspection, and monitoring and protecting existing trees with arborist and the Parks Department.

**City of Long Beach, Recreation Park Playground Project**

A project designed by HAI. Anser recently provided construction management services on the new $1.3M playground at Recreation Park. Project features included two new ADA dinosaur themed playgrounds for children ages 2-5 and 5-12, rubber surfacing, 700 CY of soil import to regrade site, a 75 ft. skateboard pad with grinding features, benches, ADA picnic tables, ADA parking stalls, ADA curb ramp and sidewalks, ADA hydration station, relocate lighting, tree and sod landscaping, and new irrigation valves and lines.

Our duties included managing the contractor's site work, managing and tracking material deliveries, contractor schedule review and oversite, coordinating site inspections, contract management and review, review and approval of progress payments, monitoring contractor's labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings, weekly and monthly reporting to City staff, supported site irrigation mapping with Parks Department, performed irrigation cross-connection test, managed independent playground inspection, project closeout management, and coordination with the City's Parks, Recreation, Water, Health, Technology & Innovation, and Street Light departments.

**City of Long Beach, Colorado Lagoon Park Playground Improvements Project**

A project designed by HAI. Anser recently provided construction management services on the new $500K playground improvements at Colorado Lagoon Park. Project features included new playground equipment for children ages 5-12, rubber surfacing, concrete tiered bench seating, ADA picnic tables, ADA ramp and sidewalks, irrigation backflow, controller, valves and lines, and sod landscaping. Our duties included managing the contractor's site work, managing and tracking material deliveries, contractor schedule review and oversite, coordinating site inspections, contract management and review, review and approval of progress payments, monitoring contractor's labor compliance, management and review of all submittals, RFIs, and change orders, weekly progress meetings, weekly and monthly reporting to City staff, coordinated reclaimed water connections, managed playground inspection, project closeout management, Coastal Commission compliance management, and regular coordination with the City's Marine, Recreation, Water, Health, Technology & Innovation, and Street Light departments.

**City of Long Beach, DeForest Wetlands Park Rehabilitation Construction Management Services**

Anser managed the construction of the ecological restoration within the Los Angeles County Flood Control District's detention and storage basin at the DeForest Nature Center and a portion of the former Dominguez Spreading Grounds. The work included modifying earthwork, improving hydraulics re-grade low flow channels, wetlands creation, control grade and habitat, including step pools and water control weirs, creating ephemeral "Vernal" pools, including pond liners,

installing sycamore and oak specimen trees and other native plantings, hydro-seeding, and installation of irrigation system. Other improvements included decomposed granite and aggregate paths, fencing and interpretive signage.

The DeForest Wetlands project opened 39 acres of land for public use, by converting large areas of overgrown vegetation with exotic species and other areas of completely denuded land devoid of habitat into a river parkway with freshwater wetlands, wildlife habitat, recreational trails, native plants, and interpretive signage, while retaining flood control and watershed management functions. Public uses include passive recreational activities, such as bird watching, walking, horseback riding, and educational tours and programs.

The project also provides water quality benefits. Approximately 800 to 1,000 acre-feet per year (AFY) of neighborhood surface water runoff is now filtered before being pumped into the Los Angeles River. In addition, 15 to 35 AFY increased stormwater filtration replaces municipal sources to contribute to local groundwater supplies.

The project is in the City of Long Beach's 8th and 9th City Council Districts. Funding was provided by a wide variety of sources, including Los Angeles County Proposition A, California Resources Agency, San Gabriel and the Lower Los Angeles Rivers and Mountain Conservancy. *Size & Cost:* 39 Acres; $4.8M

**City of Murrieta, On-Call Project Management, Construction Management, Inspection and Labor Compliance**

Anser provides project management, construction management, inspection and labor compliance services to a variety of projects throughout the city, providing the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include managing project schedule and budgets, construction inspection, assistance with project close out and administrative assistance. Anser also coordinates work with the City, local utility companies and other stakeholders. A sample of park and recreation related projects includes:

- Town Square Park (amphitheater, monuments, playground equipment, walkways, landscaping, and irrigation)
- Murrieta Sports Park (bathrooms, ball fields, walkways, lighting, utilities, storm drains, landscaping, and irrigation)
- Sykes Ranch Park (windmill replica and historical ID markers/placards)
- Torrey Pines Park (community center, restrooms, playground equipment, splash pad, walkways, lighting, landscaping and irrigation, ball fields and parking lot)
- 2nd Avenue Park (parking lot and city park improvements)
- B-Street Station/Senior Center Outdoor Recreation Area (pickle ball, outdoor fitness equipment and picnic shelter area)
- Murrieta Community Center Improvements Project (tenant improvements included paint, tile, ADA elevator lift and aluminum ramp, refinishing the hardwood stage floor)
- Murrieta Senior Center Improvements Project (tenant improvements included paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system)

**City of Laguna Niguel, Various Project Management, Construction Management & Inspection Services**

Anser provided construction management and inspection services for the City of Laguna Niguel on multiple projects including:

- **Crown Valley Community Park: Tiers 1 ($5M) and Tier 2($10M)**

**Tier 1 ($5M):** Anser provided construction management and inspection services for this $5M Capital Improvement Project. The project work included grading, a new amphitheater stage, seating and lighting, large splash pad, new public restrooms, playground equipment, storm drain, sewer, sidewalk, and area lighting, electrical and communications upgrades, waterline, irrigation, and landscaping. Duties included managing the construction of this high-profile project, coordinating with adjacent YMCA community pool, Recreation Department, City Engineering and Landscape staff, Moulton Niguel Water District, utility agencies, coordinating with City materials testing company, designer, and surveyors, managing, and coordinating with third party vendors who are supplying specialty pre-purchased items and one-of-a-kind art pieces throughout the project. Our staff was also responsible for managing the Contractor, reviewing, and approving submittals, providing inspection, and coordinating with the city building inspectors, documenting the job with and photos. This project was completed on time to meet the city milestone completion for opening celebration for the 4th of July weekend.

**Tier 2 ($10M):** This $10M award winning project includes 250' double arch multi plate bridge and intersection improvements, spread footing with stone micro-piles, decorative railing and lighting, prefab detention basins, new parking lots, bio filters, stream bed improvements, path and trails, landscape and irrigation, recycled waterline and pump station and utility relocations. Scope of services included construction management, administration, schedule analysis, RFI's, CCO's and submittal review and processing, progress payments, weekly meeting, and monthly reports.

**City of Rialto, Joe Sampson City Park Project**

Anser provided construction management, inspection, and labor compliance services on a new $5.2M eight-acre community park. Project features included a new parking lot, prefabricated public restroom building, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields and community art projects. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing, and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Our Construction Manager oversaw the construction project progress and labor compliance, provided submittal reviews, responded to contractors RFIs, RFCs, processed monthly progress payments and coordinated with local utilities, project designer and City Project Manager.

## References

**CITY OF LONG BEACH, PUBLIC WORKS, PROJECT MANAGEMENT BUREAU**
Marilyn Surakus, Bureau Manager, 562.570.5793, marilyn.surakus@longbeach.gov

**CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT**
Nancy Villasenor, Park Planning & Partnerships Manager, 562.570.3165, nancy.villasenor@longbeach.gov

**CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT**
Brent Dennis, Director of Parks, Recreation & Marine; 562.570.3170, brent.dennis@longbeach.gov

**CITY OF LONG BEACH, LONG BEACH AIRPORT**
Stephan Lum, PE, Senior Civil Engineer, 562.570.2682, stephan.lum@longbeach.gov

**CITY OF LONG BEACH, PARKS, RECREATION & MARINE DEPARTMENT**
Meredith Reynolds, Special Deputy City Manager for Recovery, (former Park Planning and Partnerships Manager), 562.570.3165, meredith.reynolds@longbeach.gov

**CITY OF LONG BEACH**
George Ker, Sr. Civil Engineer; (562) 570-6525; george.ker@longbeach.gov

**CITY OF LONG BEACH**
Sean Crumby, City of Huntington Beach, Public Works Director, (formerly City of Long Beach), 714.374.5348, sean.crumby@surfcity-hb.org

Pacific Land Consultants, Inc.
28441 Highridge Rd. #230
Rolling Hills Estates, CA 90274
310-544-8689
Chris Vassallo PLS
plscal@msn.com

Field/Office Survey Services.

Pacific Land Consultants, Inc. has been in business for 26 years in the LA/OC area.
We provide survey services for construction staking, ALTA's, topographies, aerial layout, and state of the art GPS work.

We have two fully equipped crews with the latest technology, so we can be in contact with the office at all times. We have AutoCAD capabilities in the field, and with our PC phone cards can email information back and forth with the office.

Our employees have all been in surveying for many years, our two crew chiefs have over 30 years experience between them. They can evaluate boundary establishment, construction changes, and most questions that may arise in the field.

Our office staff is equipped with the latest Civil 3D AutoCAD, and is capable of producing a variety of finished products, such as topographic surveys, slope analysis surveys, ALTA surveys, construction drawings, showing points field crews set.

We have all the proper insurances needed to field a crew, including E&O, workman's comp, auto, and business liability.

Robert DePrat, P.E.
1853 Yorba Linda Bl#235
Yorba Linda, Ca. 92886
714-749-3077
rdeprat@bluepeakeng.com
California (#60482)
Bachelor of Science, Civil Engineering, UC Irvine
M.B.A. UC Irvine

**Professional Experience**

Mr. DePrat has over 20 years of professional civil engineering experience serving clients throughout California in a wide range of public park and private development projects. Blue Peak Engineering has provided civil engineering services to HAI throughout its history including sports parks, roadway design and recreation facilities. Along with his depth of experience, Mr. DePrat's success attributes to his dedication to customer service and maintaining valuable working relationships among clients, contractors and jurisdictionally agencies.

1 Peters Canyon #101
Irvine, Ca. 92606
949-387-8500, www.idsgi.com

IDS Electrical Engineers

IDS Electrical Engineers has extensive experience conducting electrical power consumptions studies and field investigations; reviewing plans, drawings and specifications of new construction projects for electrical code compliance and delivering post construction support; providing construction cost estimates for electrical wiring infrastructures and drafting concept studies and reports. Established in 1992, the company has provided professional electrical engineering services to public and private clients throughout California.

**FIRM KEY PERSONNEL:**

Michael Reed

**Affiliations/Associations/Organizations**

Illuminating Engineering Society, Orange County Section
Certified Engineering Technologist

**Professional Experience**

Mr. Reed has over 30 years of Electrical Engineering experience in commercial, municipal lighting and utility infrastructure projects. His expertise encompasses conceptual planning through final design. Rob's background includes serving as the electrical project manager on multiple private and public agency projects. In this role, he collaborates with the in-house MEP team at IDS to deliver recommendations and deferred maintenance reports to his clients. He is also an industry expert in Title 24 Compliance, working with both clients and architects to educate them on the changes to the code. IDS Group has provided master planning and design services to HAI for over 10 years on a multitude of projects.

GCAP SERVICES

# Sylvia Linn

## Background

Ms. Linn has extensive experience in labor compliance monitoring, analysis, audits and implementation of compliance-related processes for public sector agencies. She possesses an in-depth, practical knowledge of the regulatory environment, assessment of operational risks and developing risk mitigation procedures. Ms. Linn is well versed in the tools and resources to enhance monitoring efficiency and works extensively with the cutting-edge technology to streamline the process and reduce risk of error. Ms. Linn's current responsibilities with GCAP Services as the Director of Compliance Relations include payroll/wage determination analysis, and labor compliance monitoring and audits.

## Education

**Master of Business Administration, 2007**
*University of Redlands*
**Juris Doctorate, 1999**
*Chapman University School of Law*
**Bachelor of Science, Business Administration, 1993**
*University of Phoenix*

## Employment History

| | |
|---|---|
| ***GCAP Services, Inc.*** *– Labor Compliance Director* | ***2005 – Present*** |
| ***WBTB, LLC.*** *- Business Development Officer* | ***2004 – 2005*** |
| ***Law Offices of Lively & Associates*** *– Legal Analyst* | ***1999-2004*** |
| ***Data Processing Resources Corp*** *–Technical Analyst* | ***1991-2009*** |

## Relevant Experience

- Performed Labor Compliance monitoring project support for major southern California based transportation agencies. Responsible for overseeing and managing the labor compliance officer responsibilities for construction related contracts and providing oversight of the labor wage monitoring and labor compliance functions for consultant related contracts. Assisted in implementation of LCPTracker software.
- Supported major transportation authority with labor compliance monitoring using LCPTracker (web-based application) to review contractor and subcontractor compliance with prevailing wage, benefit, and apprentice requirements. Responsibilities included weekly payroll reviews, jobsite interviews, and status reporting. Monitoring duties also entailed ongoing communication with Authority (agency) and contractor/subcontractors.
- Responds to technical questions regarding prevailing wage requirements for SBCTA projects and monitors to ensure that certified payroll records are submitted by CM firms. She is responsible for conducting audits of payroll records and other related documents for inconsistencies, discrepancies or other issues to ensure compliance with the payment of prevailing wage rates. She monitors workforce utilization reports to verify trade and apprenticeship participation and developed SBCTA's Labor Compliance monitoring procedures.
- Researches and interprets laws, codes, and regulations affecting the enforcement of prevailing wage rates and advises clients of any changes to state prevailing wage requirements including apprenticeship requirements. Participates in pre-bid and pre-construction meetings to communicate to contractors and subcontractor prevailing wage requirements and obligations.

- Developed Labor Compliance Procedures to provide help the transportation authorities with document tracking, field activities, certified payroll reviews, labor and overall requirements monitoring and enforcement across its three key construction projects.
- Extensive experience monitoring and reporting on public works project subject to CDBG funding requirements. Comprehensive understanding of Section 3/HUD reports (HUD 5.7, HUD-2516, and HUD-60002) reporting requirements. Provided guidance to various City agencies in helping to complete reporting requirements.
- Support various availability and disparity studies in the areas of availability analysis, phone surveys, and in person interviews. Responsible for documenting interview findings and analyzing testimony from public hears held across the state.
- Perform audit of internal controls for federal and state grants management for major southland transportation authority. Disseminate findings, recommendations, and action plan to capitalize on strengths of current program and correct deficiencies and weaknesses.
- Developed and maintained Title VI Program Plan for all project phases of Metro Gold Line Foothill Extension Construction Authority. Responsibilities included reviewing the existing program plan, researching regulatory updates and requirements, developing/documenting complaint and investigation procedures, providing instruction on completion of forms.
- Developed, maintained, and revised policies and procedures for compliance programs, including labor compliance and federal compliance requirements with EXEO, ADA, and Title VI requirements. Assisted with the day-to-day execution of compliance programs.

GCAP SERVICES

# Kim Morales

## Background

Ms. Morales is a highly organized and detail-oriented analyst with a broad range of construction industry experience. She has a thorough understanding of labor compliance related rules and regulations. Kim has experience monitoring and ensuring proper wages are paid and apprentice ratios are accurate. Ms. Morales has worked with subcontractors and client auditors to resolve labor compliance related issues. Kim's responsibilities at GCAP include certified payroll review for major public works transportation projects, field interviews, and compliance reporting.

## Education

**Santiago Canyon College Classes**
**OCEMS EMT Accreditation**
**EMT Certificate**

## Employment History

***GCAP Services, Inc.*** ***2017 – Present***
*Senior Labor Compliance Analyst*

***Atkinsons Contractors, LLC.*** ***2013 - 2017***
*Labor Compliance Specialist*

***LCS Constructors, Inc.*** ***2012 - 2013***
*Administrative Assistant*

## Relevant Experience

- Perform weekly review of certified payroll reports. Perform monthly review of Training contributions and Fringe Benefits. Conduct Apprentice ratio monitoring and confirm Apprentice Certifications (Federal and State). Prepare and submit labor compliance review reports and perform periodic audits. Maintain all documents in "audit ready" format.
- Verify compliance with California's Department of Industrial Relations (DIR) and Department of Labor (DOL) requirements. Review certified payroll and supporting documents (Fringe Benefit Statement, Apprentice forms, Training Contributions) to ensure compliance with federal and state funding requirements. Respond to public records requests. Conduct monthly jobsite interviews and overall field audits. Work with subcontractors to compel compliance of prevailing wage deficiencies. Prepare and submit labor compliance review reports and perform periodic audits.
- Responsible for review, analysis, and organization of labor compliance related documents (jobsite interview reconciliation, certified payroll document management) for major public works transportation project. Including, report generation and status updates.
- Monitor project apprentice ratios. Ensure correct fringe benefits are paid. Resolve all labor compliance related issues with subcontractors and client auditor. Monitor and ensure project workers are receiving the correct prevailing wage amount as determined by the DIR, Davis Bacon Act, and Labor Unions.
- Utilized LCPTracker on projects for multiple agencies to audit labor compliance submittals and compile information from the system's myriad reporting features
- Prepared reports for CDBG funded projects. Extensive knowledge of reporting requirements, including: Section 3/HUD reports (HUD 5.7, HUD-2516, and HUD-60002).
- Organize and maintain labor compliance related files. Ensure compliance with state and federal standards for document management.

- Conduct and document field interviews and ensure job-site posters are displayed in the appropriate locations.
- Conduct and document Commercially Useful Function (CUF) interviews.
- Provide administrative support for accounts payable and payroll departments. Developed procedures for clerical staff duties and IT for new employees and client. Manage all company contact information.
- Serve as point of contact for various large public works projects.
- Responsible for records maintenance, administrative data entry, and managing the submission of timesheets by remote workers. Processed service reports for submission to clients, aggregated daily safety reports, and prepared weekly updates to the field employee schedule.

GCAP SERVICES

# Ariana Fernandez

## Background

Ms. Fernandez is a highly organized and detail-oriented labor compliance specialist with three (3) years of experience performing certified payroll related audit work in the construction industry. She has a thorough understanding of the labor compliance rules and regulations and their applicability to projects and contractors. Ms. Fernandez has experience monitoring and ensuring that proper federal and state wages are paid and apprentice ratios are accurate. She understands the importance of communicating with contractors to achieve optimal compliance.

## Education

**Bachelor of Arts, Communication Studies/Public Relations**
*California State University, Fullerton*
**Associate of Arts, General Education**
*Orange Coast College*

## Employment History

| | |
|---|---|
| ***GCAP Services, Inc.*** | **Present** |
| *Audit Specialist* | |
| **Atkinsons Construction, LLC** | **2018 – 2021** |
| *Project Business Manager* | |
| **Sriwittayapaknam School** | **2016 – 2018** |
| *English Teacher* | |
| **Wheeler's Speed Shop** | **2013 – 2016** |
| *Administrative Assistant* | |

## Relevant Experience

- Collect and review certified payroll reports, fringe benefits statements, DAS forms, payroll deductions, and other related documents from subcontractors.
- Identify and resolve discrepancies related to payroll and certified payroll reports; facilitate proper reporting of prevailing wages, fringe benefits, apprentice utilization, and resolution of employee wage violations.
- Certify and submit payroll and other related documents.
- Conduct weekly site visits and field interviews of prime and subcontractor employees.
- Process weekly union payroll for 200 skilled craft employees including carpenters, cement masons, laborers, and operating engineers.
- Compile and submit extra work billing for prime and subcontractors.
- Issue purchase orders and process invoices.
- Regularly attend Labor Compliance seminars to remain updated and compliant on current rules and regulations. Track changes and updates to state and federal labor compliance and prevailing wage regulations and standards.
- Manage accounts payable and accounts receivable, client billings, invoicing, and company expenses. Complete bi-weekly payroll for all internal construction personnel.
- Serve as the personal assistant to the company owner and perform various administrative duties such as answering inbound calls, scheduling appointments, and maintaining the calendar.
- Maintain office front by organizing equipment inventory, implement filing system, maintain organization/filing requirements.

GCAP SERVICES

# Stephannie Gabaldon

## Background

Ms. Gabaldon has over 10 years of experience as a regulatory requirements analyst, specializing in both public and private sector project support. She is an expert in identifying and resolving deficiencies in key requirements, analyzing requirements for proposed solutions, interviewing project stakeholders and personnel at all levels; preparing and maintaining all project related documentation (e.g., requirements, status reports, and recommendations to improve efficiency and compliance). Ms. Gabaldon is currently responsible for reviewing contractor and subcontractor certified payroll reports and supporting documents to identify overall compliance with state, federal, and local requirements; analyze, propose and document compliance related solutions.

## Education

***Bachelor of Arts, Asian American Studies / Educational Studies Minor***

*UC Irvine, Irvine, CA*

## Employment History

| | |
|---|---|
| ***GCAP Services, Inc.*** *– Labor Compliance Analyst II* | ***2018 - Present*** |
| ***GCAP Services*** *– Business Analyst* | ***2008 - 2010*** |
| ***Ingram Micro*** *– Marketing Administrator* | ***2006 - 2007*** |

## Relevant Experience

- Review certified payroll reports for major transportation projects to validate adherence to federal and state regulations. Reconcile jobsite interviews with certified payroll, confirm wage and classification information.
- Evaluate apprentice information for compliance with federal and state certifications ratios and wage rates. Ensure that apprentices are appropriately supervised by journeymen with same craft.
- Conduct labor compliance jobsite interviews utilizing the required interview forms and adhering to jobsite safety protocols. Ensure job-site posters are displayed in the appropriate locations.
- Worked on Policy and Procedures / Training and Documentation team for two large-scale County of Orange ERP implementations: a) Human Resources and Payroll Management; and b) General Accounting, and Finance.
- Help to facilitate county-wide requirements gathering sessions to identify discrepancies and inconsistencies between current financial and human resource related procedures, and recommended protocols. Compare results to regulatory and system requirements. Document results and collaborate with project stakeholders and department heads to establish viable solutions, reporting deliverables and resources.
- Perform requirements gathering and developing functional requirements documentation. Created business process maps and developed proposed solution documents for overall implementation effort.
- Documented existing technology, legacy systems, and issue tracking.
- Administered post-implementation end-users support and training.

# Work Plan

## Letter of Introduction

The project proposes to renovate and modernize Sterns Park to include the site features as shown on the Conceptual Site Plan and request for proposal. The site is currently 0.38 acres and bordered by Maple St. and Farquhar Ave on the west and south, residential uses to the north and east. Sterns Park will be a complete renovation and the first project the City has undertaken in quite some time. We understand that it is of upmost importance for this project to demonstrate to the community integrated involvement between the stakeholders, City staff and the project design and management team. HAI and team will provide efficient and inspired design solutions from input received.

## Work Plan

**Basic Services.** Perform all the necessary professional landscape architectural and engineering services in a timely and professional manner consistent with the standards of the profession.

**Project Management.** Provide overall project management, project scheduling and consult with all parties and team members throughout the entire length of the project. Meet with City Staff, and others as directed to establish communications and formulate working relationships.

**City Provided Information.** The City shall provide all existing documentation it has on file for the project that may include existing utility locations and depths, survey/boundary information, copies of easement documentation, list of agencies having jurisdiction over the project, and the contact person for the agency, street improvement plans and storm drain plans. HAI, Hirsch & Associates, Inc will make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.

**Communication.** Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the project duration. Communication will include a combination of email, telephone and in person meetings at City Hall and/or project site.

**Project Feasibility.** Provide advice and assistance in determining the feasibility of the Project, analyze the type and quality of materials and construction methods to be selected, and other initial planning matters.

**Budget.** Use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to maintain the City's stated budget.

## Methodology/Project Controls

HAI has served as Lead Consultant over the past 44 years on park projects throughout California, Arizona and Nevada. Every project that we undertake includes monitoring and management of our Consulting Fee, Construction Budget and Schedule. HAI provides a monthly invoice to our clients for our completed work. The progress billing contains previous months billing as well as total contract value and associated completion percentage. The progress billing provides a comprehensive account of where our progress is related to the total value of the contract.

Big League Dreams, Jurupa

Morgan Park Field, Perris

Mother's Beach Play, Long Beach

**Quality Control/Quality Assurance**

HAI has developed a design quality process for the presentation of deliverables that is consistent and replicable for each deliverable document. Each formal submittal prepared by HAI and team members shall be;

- Reviewed by independent technical staff of the discipline involved.
- Reviewed for coordination and possible interferences by design staff of other disciplines involved.
- Checked by Project Manager for design certification and/or certifies comments for revisions.
- Certified that all comments have been incorporated, checked and back checked in accordance
- Drawings stamped for internal audit as reviewed, checked and back checked. Once all three quality control checks have been completed, documents are ready for delivery.

Check and Certification of reviewed drawings is undertaken by State Licensed Landscape Architects and Engineers.

**Scope of Work**

Task 1 – Administration

- This task includes the project management services including the requirements for meeting documentation, project schedules, progress reports, invoicing, and administration of Consultant work.
- A kickoff meeting shall be scheduled within the Task Order/Notice to proceed to review Project objectives and requirements, receive initial information from City/Utilities, establish the communication plan and protocols, baseline delivery schedule, and address other issues as necessary to ensure successful Project initiation.

*Deliverables: Project Schedule, Progress Reports, Meeting Notes and invoices.*

**Scope of Work - Site Design**

Task 2 – Schematic Design

- Review existing data, such as as-builts, pertaining to the Project
- Survey

We are proposing to conduct a Topographic Survey of the subject Park property to record existing conditions of the surface and all existing improvements thereon such as curbs & gutters, sidewalks, walkways and ramps, fences and walls, drainage inlets, visible above ground utility installations, trees, etc. The Survey will be oriented horizontally to the centerline of one of the adjacent streets, and vertically to a published City of Los Alamitos or County benchmark. A boundary survey will be included to establish the property line of the project from City provided data.

When we have completed the necessary field work, we will generate a Topographic Survey Basemap of the surveyed area. The Basemap will be labeled to identify features surveyed and will include the existing surface depicted by 1-foot contours and spot elevations throughout the surveyed area. Once completed, the Basemap will be provided to the City as an AutoCAD-compatible digital file.

Rotary Park, Long Beach

Barnes Park, Baldwin Park

Plaza Park, Fullerton

- Photo document existing conditions
- Conduct Site Analysis to identify opportunities and constraints of the project site. Review survey and field condition.
- Obtain and review utility information within the public right of way and park site.
- Develop provisions to accommodate existing and new utility facilities (e.g., maintained in place, removed, adjusted, abandoned, or installed).
- Effectively identify utility locations and resolve conflicts on proposed plans to keep the project on schedule.
- Prepare and conduct Geotechnical testing and Report including Infiltration findings.
- Provide photometric analysis of walkways receiving new lighting.
- Prepare Design Development plans utilizing the formal survey as the base sheet. The design shall be predicted upon the preliminary Conceptual Plan included with the request for proposal. Verify the preliminary plan horizontal and vertical control is achievable. Provide design alternates as needed to site the proposed required amenities is relationship with existing grades and ADA accessible code requirements.
- Prepare a preliminary construction cost estimate. Set budgets for proposed amenities.
- Obtain (3) different quotes/proposals of differing manufacturers for the Shade Shelter, Play Structures, Exercise equipment and other site amenities. Prepare materials exhibit and costs estimates for such for review and selection by City.
- Meet with City Staff to review design concepts and estimate. Revise as needed based on input received.
- Provide design boards of revised Design Development Drawings to City Staff for review and comment.
- Conduct a community meeting to introduce the project to Stakeholders, obtain input on the conceptual design and proposed materials. Revise design per direction received.

*Deliverables: Preliminary Design Development Drawings and estimates (AutoCAD version compatible with City and PDF). Amenities exhibit featuring photos of proposed materials (. Site Survey (AutoCAD version compatible with City and PDF). Preliminary Grading Plan (AutoCAD version compatible with City and PDF). Meeting Minutes and Supporting Documentation.*

**Scope of Work - Site Design**

Task 3 – Construction Documents

Includes monthly status meetings, reports of work, schedule updates and meeting minutes of all communication and action items.

HAI is responsible for developing and assembling Contract Construction Bid Documents ("Bid Documents") for advertisement and bidding the Project for construction. The Bid Documents shall in include all necessary civil, site and site structural, construction and Landscaping/irrigation to be constructed, Construction Plans and supporting documentation for a complete biddable set. Furthermore, HAI shall provide Technical Specifications and Cost Estimates associated with the design plans. All Bid Documents shall be prepared and stamped by a CA licensed Landscape Architect and Professional Engineer with the appropriate license per each discipline of work. The design shall

Izzay Park Playground, Burbank

Mackay Park, Cypress

Fairmont Park, Riverside

comply with all latest applicable codes, guidelines, and standards. Plans to be drawn at 1"=20' and include the following:

- Title/Index Sheet
- Demolition/Protection Plan
- Tree Protection Plan
- Site/Grading and Drainage Plan
- Erosion Control Plan
- Construction Plans and Details, notes (includes Prefabricated Shade Structure)
- Horizontal control plans
- On Site Wet Utility Plan
- Landscape Plans, Details and notes
- Irrigation Plans, Details and notes
- Site Lighting Plan and photometric scale.
- Site Structural details, calculations and notes (light pole footings, shade shelter footings shall be provided by manufacturer)
- Technical Specifications – City shall prepare the boiler plate specifications
- Probable Construction Cost Estimates with back-up/support information on quantities and unit prices.

Note: The permit plans shall include material specifications for the shade structure. The actual design and engineering drawings for the structure will be provided by the manufacturer to the contractor and submitted for building permits while the project is under construction. The manufacturers provide the structural drawings after an order and deposit has been placed. The plans will require the contractor to provide and install.

**IDS Electrical Engineering**
**Assumptions:**

1. A new electrical service will need to be coordinated with SCE.
2. No data or communication utilities or subsystems are required.
3. Existing as-built plans for the park site will be provided.

**Scope of Services**

- Attending one online project coordination meeting.
- Visit the job site with City staff to observe existing conditions and locate a new meter pedestal related to the project and our scope of work.
- Coordinate with Landscape Architect for all electrical design requirements.
- Coordinate with the design team and their consultants, equipment vendors, and all other engineering disciplines as required.
- Coordinate with SCE for point of power service to a new outdoor meter pedestal.
  - Coordination with the City for all required SCE forms and provide forms and preliminary plans to SCE.
  - Coordination with SCE to provide new electrical service to new customer-owned outdoor meter pedestal cabinet and back feed existing restroom building.
- Design Development Plans and Supplemental Items to indicate:
  - Probable new utility service location.
  - Preliminary site photometric plan of new lighting.
  - Proposed electrical equipment locations and identification.
  - Preliminary probable electrical construction cost estimate.
  - Proposed electrical specification table of contents.

- Working Drawings and Supplemental Items at 60%, 90%, and 100% indicating:
  - Location of the new meter pedestal and connection requirements from the SCE point of service.
  - Irrigation controller(s) electrical connection.
  - Site lighting and power connections.
  - Exterior lighting controls.
  - Site photometric plan of new lighting.
  - Structural details and calculations for one lighting pole type.
  - Electrical circuiting, details, notes, load calculations, fault-current, short circuit, voltage drop, etc.
  - Compliance with the local Building Dept. plan check.
  - Probable Electrical Construction Cost Estimates at DD, 60%, 90%, and 100% design.
  - Electrical specifications.
- Construction Support
  - Provide construction phase services as follows:
    - Review shop drawing submittals.
    - Respond to Requests for Information (RFI's) and submit revised drawings if necessary.
    - Attend one site visit and provide a punch list report. Additional site visits during construction will be provided on a time and materials basis.
  - Provide as-built plans from the contractor's provided data.

The Plan format, standard construction notes, and sheet borders shall be commensurate with City standards.

*Deliverables:*

- *60%, 90% Full Set Construction Set Drawings(AutoCAD version compatible with City and PDF)*
- *60%, 90% Contract Technical Specifications (Word and PDF)*
- *60%, 90% Engineers Estimate (Excel and PDF)*
- *Supporting Design Documentation/Calculations (Word, Excel, and PDF)*

*All applicable plans, technical specifications and construction cost estimates shall conform to City templates. All submittals shall be thoroughly checked as part of the Consultants QA/QC program, inclusive of any independent plan check process. All redlines shall be attached to each re-submittal with a summary matrix of comments, edits, and responses provided noting where the revisions have been incorporated into the specific deliverable as necessary.*

Barnes Park Exercise Zone, Baldwin Park

Margie Rice Park, Westminster

**FINAL DESIGN DELIVERABLE FORMAT**
**From Plan Check Review Comments**
Final Bid Package Submittal (100% PS&E):

- *Full Construction Bid Ready Plans (1 PDF file for City duplication and printing and Autocad files)*
- *Specifications (PDF and DOC file formats)*
- *Project Cost Estimate (Excel file, and PDF)*
- *All Supporting Documents(PDF and/or DOC)*

Task 4 – Bidding

- HAI team shall be available throughout the advertisement and bidding period to provide technical assistance to the City. This requires assistance with bidder's inquiries, preparation of addenda, and attendance at the pre-bid field meeting. Bidding procedures shall be the responsibility of the City

*Deliverables: pre-bid meeting notes, comments on requests for information, plan/specification revisions, addendums to bid.*

Task 5 – Construction Support – Hirsch & Associates, Inc. shall provide the scope/services as outlined below. Answer Advisory will provide Project and Construction Management services per our proposal and scope.

- Prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:
  -Plans, Specifications and Inspection Process
  -Submittals and the approval process
  -City and State Funds
  -Geotechnical Materials Testing and Materials acceptance/approval process
  -Impacted Utilities, Coordination with the City, Departments, and other impacted agencies
  -Coordination with schools, residents, businesses and similar entities
  -Public Notices, construction schedule, and traffic control (if needed)
  -Encroachment Permits, if any
  -Agreed communication
  -Weekly Statement of Working Day Reports, contract time and progress meetings
  -Contract Change Order (CCO) process
  -Final project walkthrough, punch list items, preparation of as-built drawings and project acceptance
- Conduct preconstruction meeting with City and Contractor. Prepare meeting minutes and distribute to all parties.
- Review contractor payment requests and provide City opinion of work completed.
- Coordinate with City project manager, city staff and inspector as necessary during construction.
- Review contractor prepared construction schedule and verify adherence during the life of the project.
- Update schedule and progress verification as field operations continue and change original schedule.

Mackay Park Garden

Colorado Lagoon Play Area Ren

- Review and approve product submittals and shop drawings in accordance with construction documents.
- Attend on-site project meetings to review work of the contractor. Prepare written reports of meetings for distribution to all parties. Meeting shall occur a minimum of 1 per week. Document what work is taking place and compare to project schedule. Photo document and include in project log of meetings and minutes.
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Contract Change Orders (CCOs) may be requested by the City, Contractor or design engineer. When a proposed change is requested, HAI will determine the need for the change, check for conformance to standards, consider other remedies, method of compensation, impact on contract time, estimate of cost, and the likelihood of final approval.
- If HAI finds the proposed change is reasonable, a proposed change order file will be established. Documents prepared by HAI regarding the Change Order will be given to the Contractor for pricing. HAI will review and evaluate the Contractor's CCO proposal. Based on the review, HAI will provide a recommendation to the City.
- Observe and approve all soil preparation material, planting methods, and finish grading prior to planting. Visit local Nursery and tag plant material for project (3 Nurseries)
- Observe the inspection of the installation of all landscape and irrigation equipment.
- Respond to contractor's Request for Information (RFI's) and other questions during project construction.
- Conduct substantial completion review and Contractor and prepare punch list. Review and approve punch list items upon their completion.
- Conduct final project review upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City.
- Review and approve all contractor supplied closeout items, manuals and charts for irrigation system, lighting and building as specified in the contract specifications.
- Record Drawing Plan Preparation: Update the most current set of approved drawings to incorporate record field modifications provided but the contractor and as noted during the final walk of the site. We will provide the appropriate record drawing documentation as required by the local Agency.

*Deliverables: meeting notes, comments on requests for information, plan/specification revisions, punch lists and items of correction*

**Scope of Work-Construction Management**

Anser Advisory has reviewed the project scope for the purposes of this cost breakdown as provided per RFP 2022-02 Sterns Park Improvement Project dated September 19, 2022. We understand the project scope will include demo of existing site structures, hardscapes, and landscaping to prepare site for site improvements to include new playground and fitness equipment, rubber surfacing, shade structures, ADA site improvements, site lighting and electrical improvements, landscaping, and irrigation improvements, and exiting tree preservation.

Anser understands that construction management, inspection services and labor compliance oversite will be required. The following proposal and fee summary identifies Anser's Project Management, Construction Management, Construction Inspection, and Labor Compliance oversite throughout the preconstruction, construction, and post construction phases of this project. We anticipate a 5-month project duration will be needed to provide these services.

**Construction Inspection**

Anser will provide construction inspection services to provide the following services throughout this project: QA, special inspection and testing services for concrete, rebar, structural footing, soil compaction, and other items as based on project's final design specifications. Anser will manage oversite of the inspection services and coordinate findings with City, Designer, and Contractor as needed. Anser also understands that geotechnical surveys, testing, and inspection services will be provided by Hirsch & Associates for this project. The fee summary below identifies the proposed fee for construction inspection services to be provided over the expected 5-month project duration.

**Labor Compliance Oversite**

Anser recognizes that Hirsch & Associates/GCAP will provide labor compliance services to monitor and enforce prevailing wage project requirements throughout this project. Anser will review monthly labor compliance reports and coordinate with the Contractor the submission of any outstanding documentation throughout this project. Anser will also coordinate Contractor's payment and retention based on the status of their labor documentation. Anser's labor compliance support services have been included in our proposed Construction Management fee summary below over the expected 5-month project duration.

**Project Document Control – VPO**

Anser understands that project document control management software will be required throughout this project. Anser's staff will use a virtual project office (VPO) platform for all project document control needs throughout the life of this project. Training will be provided to all external users of the project team as needed. A fee of $1,500 per month for use of VPO is reflected in the fee summary below over the expected project duration of 5 months.

**Project Management & Construction Management**

Anser staff will work with the City staff, Contractor, and Designer to coordinate project activities. The following items break out the preconstruction phase activities to be performed by Anser:

1. Review final plans and specs, and all other contract and construction documents
2. Assist City with public awareness and local stakeholder coordination as needed
3. Manage contractor public construction notices and information signage
4. Review site and surrounding area to identify potential construction issues
5. Monitor Contractor conforms to all City standards and construction practices
6. Review Contractor's contract documents to identify any omitted or conflicting details
7. Review, manage, and process all submittals, RFIs, change orders and other documents
8. Monitor Contractor's construction schedule for any deviations with actions to mitigate
9. Project document control and tracking using VPO (Virtual Project Office) software
10. Participate and conduct preconstruction meetings with minutes supplied
11. Coordinate site walk meetings with City, Designer, Contractor, and consultants
12. Prepare and present preconstruction project conflicts and concerns
13. Answering questions prior to start of work
14. Site management to resolve Contractor issues as needed to mitigate claims as able
15. Negotiate and prepare change orders with cost estimates to support City as needed
16. Document Contractor discussions and data to be logged to support potential disputes
17. Provide City with quality, time and cost analyses for negotiations of contract changes
18. Monitor and enforce Contractor site safety & SWPPP protocols
19. Coordinate and manage all construction inspection and specialty testing related work
20. Monitor and coordinate design, surveying, testing, utility work and other agencies
21. Coordinate work between Contractor and public/private utilities or other agencies
22. Prepare weekly & monthly project summary reports with photo documentation
23. Coordinate and lead weekly construction progress meetings with minutes provided
24. Coordinate specialty site meetings with project team and consultants
25. Change order review, negotiation, and coordination with City PM
26. Coordinate and process progress payments with City PM

27. Coordinate final punch walk & final acceptance
28. Review as-builts for accuracy and completeness
29. Prepare NOC to City upon final acceptance
30. Labor compliance oversight and Contractor coordination of documentation
31. Report monthly status of Contractor's labor compliance status with City
32. Closeout documentation and retention payment processing
33. Prepare and present all project closeout documents and supplies to City

**Construction & Close-Out Exclusions**

Below are excluded services which may be required during the construction and close-out phases. Some of these items may be performed by the City staff.

- Community Relations / Public Outreach
- Monthly construction progress reports
- Manage or scheduling of independent playground inspection
- Material sampling or Special inspection/testing
- QA Arborist or Biologist monitoring
- QA Survey or Geotechnical monitoring
- QA Inspection

SCOPE QUALIFICATIONS AND ASSUMPTIONS

Team services are limited to those expressly set forth in the scope. We will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) *Basis of Design and Site Information*

- Title Report: The owner is to provide a current title report for the property. This will allow and existing easements to be identified, if any.
- Existing Utilities Locations: Unless otherwise indicated or provided by others, any existing utilities identified on our team drawings/plans are based on information provided by the City and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed.
- Existing Utility Capacities: Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- Revised Site Plan: At the completion of the Schematic Design phase, the site plan is final and only minor alterations will be made. Any significant changes from the City may necessitate additional fees.

2) *Assumptions*

- Off-Site Improvements: Off-site improvements are not included and limited to those described in the scope of work. If additional off-site improvements are subsequently required during the planning, entitlement process, or permitting process, we will notify the City of the change in scope and provide an additional service request to cover the new improvements.
- QSP Services: We have assumed that the contractor will provide Storm Water Inspection QSP services during construction, for the project including implementation, Annual Reports, and Notice of Termination (NOT), for the SWPPP document.
- Traffic Control Plan and Construction Haul Route Plan: These will be prepared and coordinated by the Contractor.
- The City will pay all costs for plan check and permits with all jurisdictional agencies.
- The City will pay all costs for printing and shipping.

**SCOPE OF SERVICES**

Our labor compliance consulting services tasks will include the following:

- Provide review and compliance with the following laws and regulations:
  - California Labor Code Sections 1774-1775, 1776, & 1777.5
  - Senate Bill 854 (SB 854) and Assembly Bill 219 (AB 219) Requirements
  - Federal Davis Bacon (DOL) and Department of Industrial Relations (DIR)
  - All documents mandated by State of California, Federal Department of Labor, City of Los Alamitos and by the contractor.
  - Section 3 monitoring completing the Summary Report (60002 form)
  - HUD reporting (2516 form) Contractor Subcontractor Activity Report.
  - HUD 5.7 Enforcement Report

- Schedule and conduct pre-construction meeting with contractor and subcontractors to review labor compliance regulations (EEO, Section 3, Prevailing Wage, and other applicable labor compliance information). Prepare necessary documentation to be distributed at such meetings.
- Monitor prime and subcontractor(s) payment of applicable prevailing wage rates, payment of training funds, and ensure employment of properly registered apprentices and that appropriate apprenticeship ratio is being met.
- Monitor construction sites by performing on-site review of postings (to ensure compliance with EEO posting requirements) and interviews for verification of proper payments of prevailing wage rates and work classification.
- Provide discrepancy notices no less than (1) once per month on all items missing, incomplete, or incorrect. Follow-up to ensure compliance.
- Provide a recommendation to withhold contract payments and imposing penalties for noncompliance, as applicable.
- Identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayments.
- Assist prime and subcontractor(s) with the completion of required labor compliance documentation and wage determination as necessary or required.
- Assist with Public Works/Prevailing Wage questions, issues, and research as needed or required.

| Proposed Staff Name<br>Project Role | Proposed Duties | Relevant GCAP Experience |
|---|---|---|
| **Kim Morales**<br>Senior Labor Compliance Analyst | • Manage implementation of HUD, Public Work, and Section 3 and EEO programs.<br>• Serve as primary point of contact to assist and advise in preparation of Construction Bid Documents.<br>• Ensure Federal and State Wage decisions are current at Bid opening (and other appropriate dates).<br>• Determine labor standards parameters for construction projects.<br>• Oversee and monitor certified payroll review process<br>• Notify the City and prime contractor of labor discrepancies or potential violation and advise on corrective actions.<br>• Identify violations and investigate complaints of underpayments to workers.<br>• Prepare and submit: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, and other labor compliance related reports to appropriate parties.<br>• Participate in final review meeting with the City. | • Reviewed and reported prevailing wage discrepancies.<br>• Verified compliance with California's Department of Industrial Relations (DIR) and Department of Labor (DOL) requirements.<br>• Reviewed certified payroll and supporting documents (Fringe Benefit Statement, Apprentice forms, Training Contributions) to ensure compliance with federal and state funding requirements.<br>• Verified all required poster displays met criteria standards for EEO, DOL and DIR "On site job posting."<br>• Prepared annual, semi-annual, and monthly reports.<br>• Monitor and maintain prevailing wage compliance documents.<br>• Monitor training fund contributions and work force reports to verify apprentice participation.<br>• Prepare and submit labor compliance review reports and address labor compliance inquiries. |
| **Stephannie Gabaldon / Ariana Fernandez**<br>Labor Compliance Analyst II | • Assist with contractor and subcontractor eligibility verification.<br>• Create and maintain Labor Compliance Labor Standards Enforcement File<br>• Assist with monitoring of weekly Certified Payroll reports and help to identify violations and | • Perform Certified Payroll review for major transportation projects (, I-405, I-15, I-10 Corridor, L.A. Westside Subway Extension)<br>• Conducted jobsite interviews while utilizing required interview forms and adhering to jobsite safety requirements. |

| | | |
|---|---|---|
| | investigation of worker complaints.<br>• Assist with performing jobsite interviews, as needed.<br>• Prepare various labor compliance related reports regarding Contractor and Subcontractor compliance.<br>• Prepare and submit: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, and other labor compliance related reports to appropriate parties. | • Checked contractor public works registration status with the Department of Industrial Relations.<br>• Reconciled jobsite interviews with certified payroll, confirmed wage and classification information.<br>• Reviewed all certified payrolls weekly, Section 3 monitoring and reporting (HUD-60002 form) for various City of Anaheim projects.<br>• Prepared the 5.7 Enforcement reports as underpayments were identified and supplemental wages paid.<br>• Review and reconcile jobsite interview information with certified payroll reports. Document findings.<br>• Conducted audits at individual and group level.<br>• Researched and implemented regulation changes/updates to compliance programs.<br>• Assist with preparation of client reports and respond to questions. |
| **Sylvia Linn**<br>Labor Compliance Manger | • Provide general oversight<br>• Review and deliver closeout files.<br>• Meet with project stakeholders, as requested. | • Manage labor compliance monitoring for various city infrastructure and major highway transportation projects.<br>• Research and communicate regulatory requirements. |

**PROJECT APPROACH**

| 1. Participate and present prevailing wage requirements at Pre-Construction Meetings: |
|---|
| • Research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates. Create Pre-Construction checklist of new and existing regulatory requirements. |
| • Present HUD, Section 3, and labor compliance reporting requirements to the project team (contractor and subcontractors) |
| • Present draft of meeting handouts for review and approval. |
| • Conduct the pre-construction orientations with contractors and subcontractor to ensure their understanding of prevailing wage and Davis Bacon requirements. Respond to questions. |
| • Identify wage determinations applicable to projects assigned. |
| • Respond to technical questions regarding requirements. |
| **2. Secure and collect weekly Certified Payroll Records (CPRs) no later than the 10th of each month following the commencement of work** |
| • In preparation for data collection, create "Project Reporting System" to oversee timely submittal of certified payroll reports and other related documents to ensure compliance. |
| • Maintain all compliance files and documents relating to prevailing wage activities in an "audit ready" inspection format and location (securing all hardcopy documents in locked fireproof cabinets). |
| • Establish secure virtual environment for electronic files. |
| • Program monthly reminders for payroll submission tracking. |
| • Use "Project Reporting System" to oversee timely submittal of certified payroll reports and other related documents to ensure compliance. |
| • Identify wage determinations applicable to projects assigned. |
| **3. Perform ongoing monitoring and reporting to ensure compliance by all contractors and subcontractors** |
| • Continually research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates. Advise (via monthly reporting) of any changes to state prevailing wage requirements including apprenticeship requirements. |
| • Ensure compliance with Senate Bill 854 contractor registration and payroll submission to DIR. |
| • Respond to Requests for Information (RFIs) regarding Labor Compliance requirements from contractors, subcontractors, unions, and other parties. |
| • Respond to technical questions regarding prevailing wage requirements. |
| • Provide information and data on trades and trade classifications performing on projects. |
| • Ensure that certified payroll records are submitted by prime contractors and subcontractor(s). |
| • Conduct audits of payroll records and other related documents for inconsistencies, discrepancies, or other issues to ensure compliance with the payment of prevailing wage rates. |
| • Monitor the submittal of Fringe Benefit Trust reports. |

| |
|---|
| • Identify wage underpayments through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project. |
| • Issue discrepancy notices (at least monthly) to prime as needed. Calculate and recommend amount of wages to withhold from the contractor's payments/retention |
| • Calculate and make recommendations to withhold contract payments/retention (after second notice to contractors). |
| • Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare reports regarding any deficiencies. |
| • Prepare documentation for disbursement of back wages, training funds and/or penalties due. |
| **4. Perform jobsite field reviews as required under the frequency standards** |
| • Conduct biweekly onsite interviews to determine wages paid to workers (minimum of 10% of all workers on project). |
| • Verify proper regulatory posting requirements are met at jobsite location (in compliance with the EEO posting requirements). |
| • Photograph jobsite and work being performed to be used as a cross-reference for auditing against payroll documents. |
| • Reconcile wage rates paid and to observe the job classification they are performing. Compare to payroll submissions and daily reports. |
| **5. Monitor regulations for Department of Apprenticeship Standards (DAS)** |
| • Verify and enforce submission of apprentice forms (DAS-140, DAS-142), as applicable. |
| • Continually monitor apprentice registrations, journeyman to apprentice ratio, and report on expiration/completion status. |
| • Monitor the submittal of Training Fund Contribution Reports. |

# Preliminary Schedule

# Sterns Park

## Project Schedule

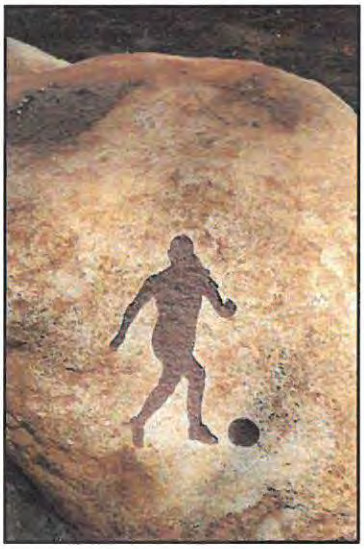
**Scope of Work** | **Time**

| Description | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| City Approves Contract 11/21/22 | | | | | | | | | | |
| Kick Off Meeting | | | | | | | | | | |
| Preliminary Design | | | | | | | | | | |
| Contact Utility Providers 2 weeks | | | | | | | | | | |
| Site Survey 2 weeks | | | | | | | | | | |
| Site Analysis | | | | | | | | | | |
| Conceptual Design & Estimate | | | | | | | | | | |
| Staff Review and Comment | | | | | | | | | | |
| Conduct Stakeholder Meeting | | | | | | | | | | |
| Finalize Design and Estimates | | | | | | | | | | |
| Staff Review and Comment | | | | | | | | | | |
| City Council Presentation | | | | | | | | | | |
| Construction Documents | | | | | | | | | | |
| 60% Complete Plans, Specifcations and Estimate | | | | | | | | | | |
| City Review | | | | | | | | | | |
| 90% Complete Plans, Specifcations and Estimate | | | | | | | | | | |
| City Review | | | | | | | | | | |
| 100% Complete Plans, Specifcations and Estimate 2/20/23 | | | | | | | | | | |
| Project Bidding | | | | | | | | | | |
| Award Of Construction Contract 4/17/23 | | | | | | | | | | |

- Administration and Design
- City Review
- Public Presentation (if required)
- Project Bidding and Award

# Sample Projects

# El Dorado Park Field
## Long Beach, CA



### Client

City of Long Beach, California

### Contact

Nancy Villasenor, Project Manager
562-570-3165

### Consultants

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

### Project Status

Completed September 2021

### Project Cost

$2.5 Million

### Project Description

HAI provided conceptual design, construction documents and estimates, permitting and construction support for this artificial turf field. The design is intentional without security fencing, open to the public. It is an adult size field with youth fields included with striping. The infill is cork and sand, ADA access was designed into the project from existing parking lot and right of way. The existing trees were protected in place around the perimeter. Boulders were included to prevent vehicular vandals from entering the field, dispersed among the existing trees. 25 of the boulders are engraved with unique silhouettes that HAI designed.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

# Fairmount Park
## Riverside, CA

### Client

City of Riverside, California

### Contact

Randy McDaniel
Principal Park Planner
(951) 826-2000

### Consultants

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

*Universal Play Consultants*
*Shane's Inspiration*

*Electrical Engineering*
*Reedcorp Engineering*

### Project Status

Completed in November 2010

### Project Cost

$3.8 Million

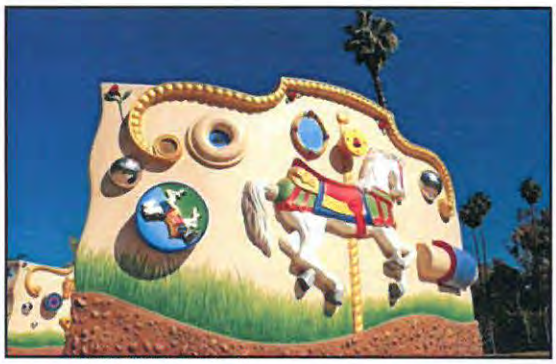
### Project Size

9.4 Acres

California Park & Recreation Society
*2010 Award of Excellence*
Category: Community Park

### Project Description

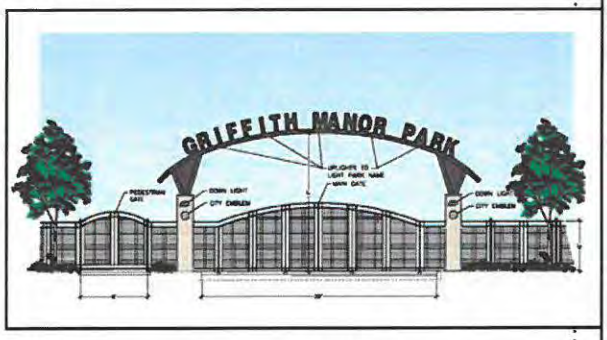
The location of the new play area previously contained a small play area and picnic tables. Fairmount park once contained a small amusement park with a carousel. The new universally accessible play area was theme to recreate the amusement park atmosphere. A 60' diameter shade structure at the tot lot replicates the original carousel. Swings, splash pad, sand play, sensory walls, floor chimes and whimsical play equipment encourage children and adults of all ages to linger and play.



Hirsch & Associates, Inc.
Landscape Architecture & Planning

Community Parks

# Griffith Manor Park
## Glendale, CA



**Client**
City of Glendale, CA
Community Services

**Contact**
Shahen Begoumian
(818) 548-3796

**Consultants**
Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

Building Architect
*Crane Architectural Group*

**Project Status**
June 2011

**Project Cost**
$2.5 Million

**Project Size**
3.5 acres

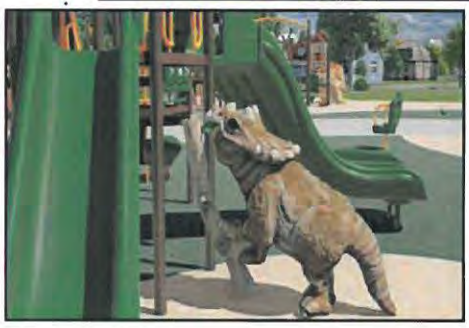
**Project Description**

The property that is now Griffith Manor Park was originally part of the Glendale Airport and dates back to the 1920's and housed the US Army Air Corp planes, pilots and grew during World War II. After the airport was removed the property was developed as a public park in the 1950's serving the surrounding industrial companies and residents.

As part of the City's Park and Recreation Master Plan the park was designated for redevelopment in 2006. HAI was selected by the City to prepare a park master plan and conduct community workshop to determine the needs of the surrounding community. From these workshops the community desired to remove the outdated community building and picnic facilities, preserve the existing mature trees, construct a new community building, picnic facilities, splash pad, children play areas, full size basketball court and on-site parking. The park meets all NPDES sustainability standards by retaining all storm water on site for infiltration into the ground water aquifer.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

# Long Beach Playgrounds, Renovation of 12 Play Areas
## Long Beach, CA



**Client**

City of Long Beach, California

**Contact**

Eric Lopez, Director of Public Works
562-570-5690

**Consultants**

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

**Project Status**

10 Completed, 2 Under Construction

**Project Cost**

$7,000,000

**Project Description**

HAI is assisting the City in renovating a number of play areas throughout the City utilizing Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. The play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines and custom play features featuring Dinosaurs and skateboard furnishings. The project started in 2017 and is still in progress based funding availability. Parks included are Drake, Eldorado, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Recreation, Colorado Lagoon and Cherry.

HAI
Hirsch & Associates, Inc.
Landscape Architecture & Planning

# Mackay Park, Cypress, CA

Southern California Chapter of the American Public Works Association (APWA)
2017 Project of The Year Award

**Client**
City of Cypress, California

**Consultants**
Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

**Contact**
Mr. Nick Mangkalakiri, Senior Civil Engineer
City of Cypress
Cypress, CA 90630
(714) 229-6729, nmamakai@c.i.cypress.ca.us

**Project Status**
Completed November 2017

**Project Cost**
$2.7 million

**Project Size**
2.9-acres

**Video Link**
http://VIMEO.COM/24888071

**Project Description**
Mackay Park is developed on a 2.9-acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents, and meeting with City staff, Park Commission and City Council. The new park will feature both active and passive recreation, user-friendly activities and utilize sustainable materials and technology. All products and materials will be recyclable, irrigation system will be State of the Art conforming to the Landscape Ordinance (AB1881), native plantings in all non activity areas, lawn areas to be less than 30% of the project area for water conservation, solar lighting for the walkways and park lighting to reduce power consumption, stabilized DG walking paths and exercise station to promote heart healthy actives, universally accessible children play areas, half court basketball for active recreation, prefabricated restroom building, group and individual picnic facilities to promote family activities, public art area, small parking lot, and a aesthetically pleasing streambed (bio filtration system) that will capture all storm water run-off allowing water infiltration in to the subterranean surface of the park.

HAI
Hirsch & Associates, Inc.
Landscape Architecture & Planning

# Morgan Park
## Baldwin Park, CA

### Client

Department of Parks & Recreation
City of Baldwin Park

### Contact

Mr. Manual Carrillo
Director of Parks & Recreation
City of Baldwin Park
626-813-5245

### Consultants

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

Electrical Engineer
*Reedcorp Engineering*

### Project Status

Completed Summer 2010

### Project Cost

$1,200,000

### Project Size

2 acres

### Project Description

Morgan Park is the busiest park in the City of Baldwin Park and contains their largest community center as well as a senior center. The existing play area was prominently located at the corner entrance to the park was in poor condition. Play equipment was outdated and did not meet current safety standards. A spray/splash feature was in disrepair and was marginally functional. Parking for the facility was not adequately provided.

Park improvements included a new parking lot with bio swales collecting all run off water, total removal and redesign of the play area and public plaza, new entry plaza to the adjacent senior center, 1,400 sf splash pad (recirculating water), separate tot lot and school aged play structures, shade sails, plaza lighting, parking lot lighting and a war memorial. Planter walls feature tiles painted by local children engaging a sense of ownership of the facility by the community.

Hirsch & Associates, Inc.
Landscape Architecture & Planning

# Rivera Park
## Pico Rivera, CA

### Client

City of Pico Rivera, California

### Contact

Mr. Ralph Aranda
(562) 400-3428

### Consultants

Prime Consultant, Landscape Architects
*Hirsch & Associates, Inc.*

Architect
*Crane Architectural Group*

Civil Engineer
DMS Consulting Engineers

Electrical Engineer
*Reedcorp Engineering*

### Project Status

Grand Opening August 16, 2012

### Project Cost

$5.7 Million

### Project Size

15.8-acres

### Awards

Southern California Chapter of the (APWA) American Public Works Association,
*2013 Project of the Year*

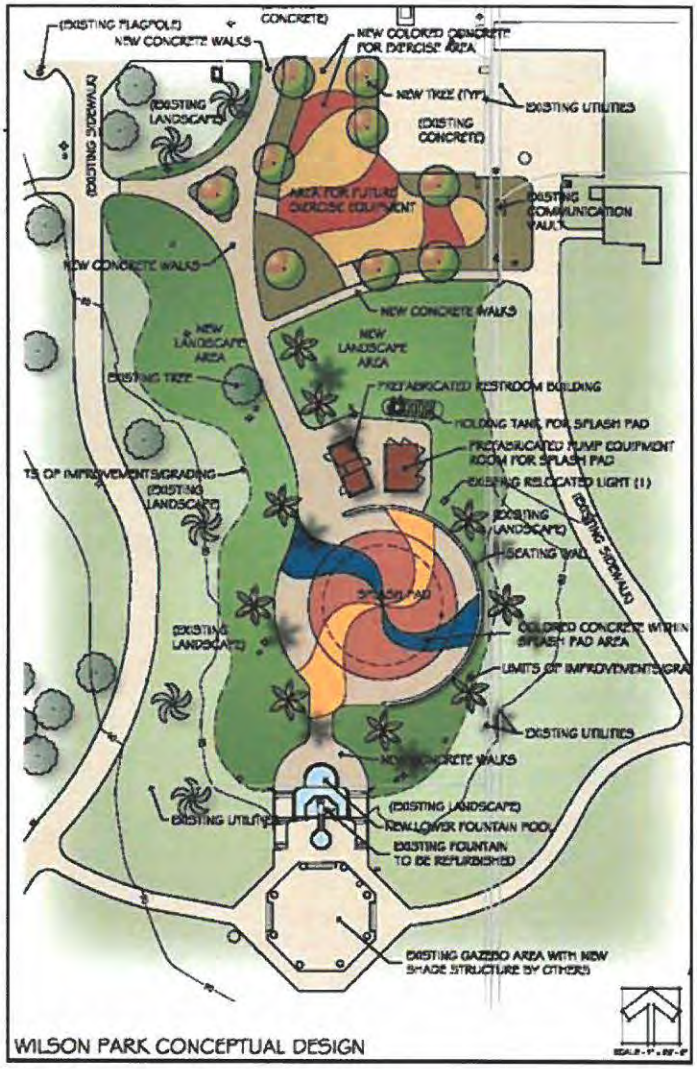
Southern California Municipal Athletic Federation (SCMAF),
*2013 Outstanding New Recreation Facility Award*

### Project Description

Rivera Park completed in August 2012 incorporates latest innovation in park design featuring (5) five State of the Art baseball fields and sports lighting, (2) two batting cages, commercial grade concession kitchen and food court, community center, gymnasium, universally accessible playground for all children, group picnic and individual picnic areas, a water efficient Smart irrigation system, and an environmentally friendly subterranean storm water retention system.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

# Wilson Park Splash Pad
## Torrance, CA



### Client

City of Torrance California

### Contact

John Jones
Director, Community Services Department

### Consultants

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

Electrical Engineer
*IDS Engineering*

### Project Status

Completed October 2018

### Project Cost

Construction Cost $1.3 Million

### Project Description

Wilson Park Splash Pad project, designed by HAI, Provides a new amenity to replace a defunct pond within the existing park. The design filled the old pond and included a 1,450sf Splash Pad with recirculation system, pump equipment shed, prefabricated restroom building, refurbished an existing fountain, concrete pad for future outdoor exercise area, relocated area lighting, and minor landscape and irrigation improvements. The splash pad features in grade nozzles and jets with color changing LED lights. The project was designed to allow for modification of splash pad to include above ground spray features as funding becomes available.

HAI
Hirsch & Associates, Inc.
Landscape Architecture & Planning

# Rotary Centennial Park
## Long Beach, CA

### Client

City of Long Beach, California

### Contact

Ms. Sharon Gates
Parks, Recreation & Marine Dept.
(562) 570-3124

### Consultants

Landscape Architect (Prime Consultant)
*Hirsch & Associates, Inc.*

Electrical Engineer
*Reedcorp Engineering*

Geotechnical Engineer
*Sid Geotechnical*

### Project Status

Completed June 2005

### Project Cost

$1,000,000

### Project Size

1.3-acres

### Award

California Park & Recreation Society
*2005 Award of Excellence*
Category: Neighborhood Park

### Project Description

The park is located adjacent to Pacific Coast Highway within an abandoned Pacific Railroad right-of-way. Through community meetings, the neighborhood was encouraged to provide input regarding the design of the park layout. The Rotary Club of Long Beach coordinated bringing in artists to develop a scaled solar system walk within the park. It consists of a Sun Dial at the center with the nine planets of the solar system and an asteroid belt located at a scaled distance from the sun. The planets are 36" concrete spheres, painted by local artists to represent each planet and are mounted on their scaled orbital radius. Other park amenities include a play turf area, shade shelter/picnic pavilion, grills, schooled aged play structure and fenced tot lot play structure, as well as a new bus stop along Pacific Coast Highway which was integrated into the park design.

Hirsch & Associates, Inc.
Landscape Architecture & Planning

# Professional Fees

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

## Sterns Park Renovation

| **Proposal A Project Design** | | |
|---|---|---|
| **Description** | | **Totals** |
| Civil Engineering/Topographic Survey | $12,000.00 | $12,000.00 |
| Site Amenity Plans | $16,450.00 | $16,450.00 |
| Landscape and Irrigation Plans | $12,000.00 | $12,000.00 |
| Shade Shelter Plans | $3,000.00 | $3,000.00 |
| Playground and Fitness Station Plans | $27,000.00 | $27,000.00 |
| Geotechnical Investigation | $5,500.00 | $5,500.00 |
| Specifications and Cost Estimates | $6,000.00 | $6,000.00 |
| Bidding Assistance | $3,500.00 | $3,500.00 |
| Construction Support/Federal Labor Complian | $28,500.00 | $28,500.00 |
| Project Management | $5,500.00 | $5,500.00 |
| Proposal A Project Design | | $119,450.00 |
| | | |
| Sub Consultant | | |
| Structural Engineer | $6,000.00 | $6,000.00 |
| Electrical Engineer | $21,000.00 | $21,000.00 |
| Proposal A Project Design | | $146,450.00 |
| | | |
| **Proposal B - Project Management & Inspection Services** | | |
| Preconstruction Services | | |
| Project Manager 7hrs@$234 | $1,638.00 | $1,638.00 |
| Construction Manager 96hrs@$175 | $16,800.00 | $16,800.00 |
| Clerical 6hr@$95 | $570.00 | $570.00 |
| VPO | $1,500.00 | $1,500.00 |
| | | $20,508.00 |
| Construction Services | | |
| Project Manager 34hr@$234 | $9,887.00 | $9,887.00 |
| Construction Manager 480hr@$175 | $84,000.00 | $84,000.00 |
| Construction Inpsection 62hr@$155 | $9,610.00 | $9,610.00 |
| Clerical 40hr@$95 | $3,800.00 | $3,800.00 |
| VPO | $4,500.00 | $4,500.00 |
| | | $111,797.00 |
| Post Construction Services | | |
| Project Manager 5hr@$234 | $1,170.00 | $1,170.00 |
| Construction Manager 64hrs@$175 | $11,200.00 | $11,200.00 |
| Construction Inpsection 4hr@$155 | $620.00 | $620.00 |
| Clerical 11hr@$95 | $1,045.00 | $1,045.00 |
| VPO | $1,500.00 | $1,500.00 |
| | | $15,535.00 |
| | | |
| Proposal B Project Management and Inspection | | $147,840.00 |
| HAI Mark up 8% | | $11,827.00 |
| | | |
| Proposal B Total | | $159,667.00 |
| | | |
| **Grand Total Proposal A & B** | | $306,117.00 |
| | | |
| **Reimbursable Expenses** | | |
| Recommended to include funding to cover printing | | $5,000.00 |

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM LA#1710

**Professional Fees**
Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

**Reimbursement Expenses**
All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

**HAI**

| | |
|---|---|
| Principal Landscape Architect | $175 |
| Project Manager | $115 |
| Senior Designer | $100 |
| Designer | $85 |
| Clerical | $70 |
| Construction Meetings | $750/ea |
| Reproduction / Printing | Cost Plus 10% |

Subconsultants

Blue Peak

| | |
|---|---|
| Civil Engineer | $210/hr |
| Design Engineer | $190/hr |
| Drafter | $90/hr |
| Survey & Geotech | Lump Sum/Flat Fee |
| Structural Engineer | $250/hr |

Answer Advisor

| | |
|---|---|
| Project Manager | $234/hr |
| Construction Manager | $175/hr |
| Construction Inspector | $155/hr |
| Clerical | $95/hr |

Travel
Authorized travel associated with project design and project meetings, are included within our fees.

Execution
To initiate professional services, Hirsch & Associates Inc. please provide an executed copy of this agreement included with City Agreement.

Thank you

Charles Foley, President
CA RLA#5567, ASLA

CITY OF
Los Alamitos
California

3191 Katella Avenue
Los Alamitos, CA 90720-5600
Telephone: (562) 431-3538
FAX: (562) 493-1255
www.cityoflosalamitos.org

# ADDENDUM NUMBER 1

## REQUEST FOR PROPOSALS
## RFP 2022-02 PROJECT MANAGEMENT FOR STERNS PARK IMPROVEMENT PROJECT

To all bidders under specifications for Requests for Proposals (RFP), for the **Project Management Services for Sterns Park Improvement Project RFP 2022-02,** which are received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 a.m. on Thursday, October 20, 2022:

***The intent of this Addendum No. 1 is to address additional questions about the RFP. The following shall be acknowledged:***

Q1: Will the preparation of the Storm Water Prevention Plan (SWPPP) be the responsibility of the Contractor proposing on the preparation of the construction documents?

A1: Yes, the Contractor whom is awarded this contract will be responsible for the preparation of the SWPPP, as part of the Plans and Specifications for this project.

Q2: Will liquidated damages be incurred by the Contractor proposing on the preparation of construction documents for design of the project or the Contractor constructing/building the project?

A2: Yes, the Contractor whom is awarded this contract (Plans, Specifications, Engineer's Estimate, Construction Management and Inspection Services) will be subject to liquidated damages. Via a separate RFP and Agreement, the Contractor whom is awarded the construction portion of this project will also be subject to liquidated damages.

Q3: Item numbers 1 through 5 refers to items such as "cleaning the entire building". Does this pertain to this project?

A3: No, **Section 5.5 Liquidated Damages** will be revised as follows:

**5.5 Liquidated Damages**

Once the work has commenced, should the contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, contractor shall agree to the following liquidated damages:

1. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty Dollars ($250.00) per occurrence will be deducted from payments due to the Contractor.

2. Liquidated damages of Two Hundred Fifty Dollars ($250.00) per occurrence will continue to be deducted from payments due to the Contractor until the performance failure is remedied.

Date: October 18, 2022

BY ORDER OF THE CITY OF LOS ALAMITOS

By: R. Noda

Ron Noda
Deputy City Manager/Development Services Director

ACKNOWLEDGEMENT BY THE BIDDER:

BIDDER'S SIGNATURE

10-19-22
DATE

Bid Opening: October 20, 2022

# RFP 2022-02 STERNS PARK IMPROVEMENT PROJECT
## BID BREAKDOWN

**PROPOSAL A - PROJECT, DESIGN, PLANS, SPECIFICATIONS AND CONSTRUCTION**

| | HIRSCH | WILLDAN |
|---|---|---|
| Civil Engineering Plans/Topographic Survey | $12,000.00 | $40,290.00 |
| Site Amenities Plans | $16,450.00 | $10,800.00 |
| Landscape And Irrigation Plans | $12,000.00 | $36,551.00 |
| Shade Shelter Plans | $3,000.00 | $14,990.00 |
| Playground And Fitness Stations Plans | $27,000.00 | $11,628.00 |
| Geotechnical Investigations | $5,500.00 | $14,510.00 |
| Specifications And Cost Estimates | $6,000.00 | $6,930.00 |
| Bidding Assistance | $3,500.00 | $2,460.00 |
| Construction Support Services – Federal Labor Compliance | $28,500.00 | $13,850.00 |
| Project Management | $5,500.00 | $11,875.00 |
| SWPPP | N/A | $9,000.00 |
| | $119,450.00 | $172,884.00 |
| Sub-Consultants | | |
| Structural Engineer | $6,000.00 | N/A |
| Electrical Engineer | $21,000.00 | N/A |
| Lighting and Electrical Systems | N/A | $10,256 |
| **PROPOSAL A - PROJECT DESIGN** | **$146,450.00** | **$183,140.00** |

**PROPOSAL B - PROJECT MANAGEMENT & INSPECTION SERVICES**

| | HIRSCH | WILLDAN | HIRSCH | WILLDAN | HIRSCH | WILLDAN | HIRSCH | WILLDAN | HIRSCH | WILLDAN | HIRSCH | WILLDAN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task/Classification | Construction Manager | Construction Manager | Construction Inspector | Construction Inspector | Clerical | Clerical | Total Labor | Total Labor | Misc. Expenses | Misc. Expenses | Total Cost | Total Cost |
| Hourly Rate: | $175.00 | $160.00 | $155.00 | $131.00 | $95.00 | $83.00 | | | | | | |
| Preconstruction Services | 96 | 35 | N/A | 20 | 6 | 2 | 102 | 57 | $0.00 | $0.00 | $17,370.00 | $8,386.00 |
| Construction Services | 480 | 286 | 62 | 640 | 40 | 4 | 582 | 930 | $0.00 | $0.00 | $97,410.00 | $129,932.00 |
| Post Construction Services | 64 | 35 | 4 | 20 | 11 | 2 | 79 | 57 | $0.00 | $0.00 | $12,865.00 | $8,386.00 |
| Totals | 640 | 356 | 66 | 680 | 57 | 8 | 763 | 1044 | $0.00 | $0.00 | $127,645.00 | $146,704.00 |

Project Hourly Costs Breakdown

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | $175.00 | $160.00 | $155.00 | $131.00 | $95.00 | $83.00 | | |
| Preconstruction Services | $16,800.00 | $5,600.00 | N/A | $2,620.00 | $570.00 | $166.00 | $17,370.00 | $8,386.00 |
| Construction Services | $84,000.00 | $45,760.00 | $9,610.00 | $83,840.00 | $3,800.00 | $332.00 | $97,410.00 | $129,932.00 |
| Post Construction Services | $11,200.00 | $5,600.00 | $620.00 | $2,620.00 | $1,045.00 | $166.00 | $12,865.00 | $8,386.00 |
| Totals | $112,000.00 | $56,960.00 | $10,230.00 | $89,080.00 | $5,415.00 | $664.00 | $127,645.00 | $146,704.00 |

**Additional Job Descriptions Identified in the RFP by Hirsch**

| | VPO | VPO | Project Manager | Project Manager |
|---|---|---|---|---|
| Hourly Rate: | N/A | | $234.00 | |
| Preconstruction Services | N/A | $1,500.00 | 7 | $1,638.00 |
| Construction Services | N/A | $4,500.00 | 34 | $7,956.00 |
| Post Construction Services | N/A | $1,500.00 | 5 | $1,170.00 |
| | | $7,500.00 | 46 | $10,764.00 |
| | Total | $18,264.00 | | |
| | **Grant Total including Schedule B** | **$145,909.00** | | |

| | HIRSCH | WILLDAN |
|---|---|---|
| Grand Total | | |
| Proposal A - Project Design | $146,450.00 | $183,140.00 |
| Proposal B (including added job descriptions) | $145,909.00 | $146,704.00 |
| Subtotal | $292,359.00 | $329,844.00 |
| HAI Mark Up 8% | $11,672.72 | N/A |
| **Grand Total Proposal A & B** | **$304,031.72** | **$329,844.00** |
| Consultant Noted Bid Submittal Total | $306,117.00 | $329,844.00 |

# City of Los Alamitos
## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11J**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Amendment No. 2 to Professional Services Agreement (PSA) with North Star Land Care for Annual Park and Landscape Maintenance Services**


**SUMMARY**

This item seeks approval of Amendment No. 2 with North Star for annual citywide park and landscape maintenance services (citywide).


**RECOMMENDATION**

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with North Star Land Care for a one (1) year term ending on January 19, 2024, for annual citywide park and landscape maintenance services.

**BACKGROUND**

The City of Los Alamitos has approximately 14.4 acres (625,517 square feet) of parkways, medians, landscape areas and City parks to maintain. Since 2015, the City has relied upon contract landscape maintenance services for these areas. The current contract is set to expire on January 19, 2023. In order to provide the best possible maintenance of these areas at an acceptable level, a Request for Proposals (RFP) was prepared to seek proposals from qualified contractors to provide annual landscape maintenance services.

In November 2020, the City released Requests for Proposals (RFP) 2020-05, which solicited bids for annual maintenance of certain parkways, medians, landscape areas and City parks, and was ultimately awarded to North Star in January 2021.

In August 2022, City Council approved the augmentation of monthly services, to include additional areas for service specific to Ball Road, Bloomfield Street, Cerritos Avenue, Farquhar Avenue, Katella Avenue, Lexington Drive, and Los Alamitos Boulevard. Servicing of these areas includes the removal of weeds, vegetation, and excessive dirt from tree wells, gutters and sidewalk areas.

**DISCUSSION**

North Star Land Care provides maintenance services for parks and certain landscaped areas throughout the City. Those areas include the following:

| SITE | LOCATION |
|---|---|
| Ball Road | West of Bloomfield Street to Kaylor Avenue |
| Bloomfield Street | Katella Avenue Street to Cerritos Avenue |
| Bradbury Islands | East of Los Alamitos Boulevard to West of Pine Street |
| Cerritos Avenue | From the bridge (west of Los Alamitos Blvd) to Lexington Drive |
| Civic Center Complex (to include Roberts Park, rear of Community Center) | 3191 Katella Avenue & 10911 Oak Street |
| Farquhar Avenue | south side |
| Farquhar Avenue – Southside wall and parkway area | East of Bloomfield Avenue to America Drive |
| Katella Avenue | South side (605 to Wallingsford/Walnut) |
| Katella median islands | East of the 605 freeway to Walker Street |
| Labourdette Park | 4401 Howard Avenue |
| Laurel Park | 10915 Bloomfield Street |
| Lexington Drive | From Farquhar Ave to Cerritos Ave (City limit) |
| Little Cottonwood Park | 4000 Farquhar Avenue |
| Los Alamitos Boulevard median islands | South of Coyote Creek to North of Bradbury Road |
| Los Alamitos Boulevard parkway | west side (Hedwig to Bradbury Road) |
| Los Alamitos Boulevard parkway | east side (Harrisburg Road to Orangewood Avenue, Good Shepherd Presbyterian Church to Mobil Gas) |

| | |
|---|---|
| Oak Bike Path | Oak Street to Coyote Creek Park |
| Orville R. Lewis Park | 3662 Kempton Drive |
| Rossmoor Islands | East of Los Alamitos Boulevard to West of Pine Street |
| Sierra Circle, green belt | Cerritos and Sierra Circle |
| Soroptimist Park | 10822 Pine Street |
| Stansbury Park | 3711 Toland Avenue |
| Sterns Park | 3871 Farquhar Avenue |
| Ticonderoga/Katella service road | East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café) |

The scope of services rendered from this agreement includes but is not limited to mowing, edging, weed removal, excessive dirt removal from tree wells, gutters and sidewalks, sweeping (blowing), tree and litter removal.

North Star Land Care has agreed to provide continued services with no price increase for the proposed term. Amendment No. 2 to the Professional Services Agreement (PSA) extends the City's contractual relationship with North Star Land Care for a period of one (1) year, ending on January 19, 2024.

## FISCAL IMPACT

Amendment No. 2 to the PSA with North Star Land Care for annual park and landscape maintenance services, will not exceed a total annual amount of $114,067.92. Funding for these services is included in the street maintenance division budget within the Development Services Department budget. The total contract amount is incorporated into Fiscal Year 2022-2023 budget.

Attachment:
1. North Star Land Care - Original Agreement
2. North Star Land Care (2022) - Amend. No. 1
3. 11-14-22 - North Star Land Care - Amend No.2

# LANDSCAPE MAINTENANCE SERVICES AGREEMENT
## [*North Star Land Care*]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Agreement") is made and entered into, to be effective this 19th day of January 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and North Star Land Care, 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 landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City's formal Request for Proposals No. 2020-05 (RFP), dated November 16, 2020, Contractor has submitted to City a written proposal, dated December 17, 2020, to provide the desired landscape maintenance services.

D. City desires to engage Contractor to provide such landscape maintenance 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 Parks & Landscape Maintenance Services Proposal, dated November 16th, 2020, 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) RPF No. 2020-05, dated November 16, 2020; 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; (2rd) 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 Seven Thousand, Seventy-Nine Dollars and Sixty Six Cents ($7,079.66) 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 two (2) years, ending on January 19, 2023, unless extended by mutual written agreement of the Parties, for a maximum of two (2) – 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: _____. 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 – _____.

**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:**

Jose A. Martinez
North Star Land Care
10831 Downey Avenue
Downey, CA 90241v
tony@northstarlandcare.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**

DocuSigned by:
By: Mark Chirco
7A8EE01E5DCA4FE...
Mark Chirco, Mayor 3/15/2021

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt 3/12/2021
City Attorney

**ATTEST:**

DocuSigned by:
By: Windmera Quintanar
34BCC20B4CA0409...
Windmera Quintanar, MMC
City Clerk 3/15/2021

**"Contractor"**

**North Star Land Care**

DocuSigned by:
By:
9631334493D04A8...
Jose A. Martinez 3/12/2021
President

DocuSigned by:
By: Juan Angel Sotelo
E9282393316845C...
Juan Angel Sotelo 3/12/2021
CFO

DocuSign Envelope ID: B2B8AE14-290E-4057-AFAF-1156105ED11A

December 17, 2020

# City of Los Alamitos Request for Proposal for Park & Landscape Maintenance Services

NORTH STAR LANDSCAPE

NORTHSTARLANDCARE.COM (562)674-3076
LIC# 1034669 DIR# 1000056611

DocuSign Envelope ID: B2B8AE14-290E-4057-AFAF-1156105ED11A

**City of Los Alamitos**
**3191 Katella Avenue**
**Los Alamitos, CA 90720**

NORTH STAR
LANDCARE

RE: Park & Landscape Maintenance Services
Due: Thursday, December 17, 2020 at 2:00 P.M.

North Star Landscape ("North Star") is pleased to submit a proposal for the City of Los Alamito's Landscape Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding Cities such as Huntington Park, Maywood, Los Angeles County and City of Montebello. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the city of Los Alamito's professional landscape maintenance services. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions. During these unprecedented times, North Star has not missed a beat in assisting our Municipal clients by augmenting City staff so the delivery of quality landscaping maintenance services would continue without interruption.

North Star's management team has a track record of working with many cities throughout Southern California since 1994. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/2022. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and will obtain a City of Los Alamitos business license upon being awarded this Landscape Maintenance contract.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional landscapers, diligent staff who provide premium landscaping by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the City and its landscaping related needs.

Assigned contacts for this important project are as follow:
Area Manager, Jose A. Martinez, (310) 704-9885 tony@northstarlandcare.com
Field Manager, Rene G. Serafin, (562) 991-9064 rene@northstarlandcare.com
Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

As the President of North Star Landscape, I, Jose Antonio Martinez have the official authority to bind our company to the City of Los Alamitos proposal requests. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 60 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (310)704-9885 or tony@northstarlandcare.com.
Sincerely,

Jose A. Martinez
President

North Star Land Care
10831 Downey Avenue
Downey, CA 90241
(562)674-3076
info@northstarlandcare.com

DocuSign Envelope ID: B2B8AE14-290E-4057-AFAF-1156105ED11A



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NORTH STAR
LANDSCAPE

DocuSign Envelope ID: B2B8AE14-290E-4057-AFAF-1156105ED11A



# STATEMENT OF QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree & landscape maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2022
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- DBA under North Star Landscape
- 7 Municipal contracts
- $1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- Irrigation Technicians on Staff
- California State Licensed Pest Control Applicator
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 25 Modern Vehicles in Fleet
- North Star has never in its history been disqualified or have entered any type of litigations with any government agency
- North Star has the experience to perform work assigned by the city of Baldwin Park in a timely manner and within allocated budget

North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

***North Star prides itself in building relationships not only with the City but also with the communities we work in. Part of our Community Benefits participation will include joining the Los Alamitos Chamber of Commerce. As a member of the chamber we will merge with local non-profits and donate up to 2.5% of the yearly contract amount.***

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# LICENSING

North Star is a licensed contractor in the State of California (state License # 1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611.

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

1034669 CORP

NORTH STAR LAND CARE

C27 C61/D49

01/31/2022 www.cslb.ca.gov

State of California
Department of Industrial Relations

## Contractor Information

Legal Entity Name
NORTH STAR LAND CARE
Legal Entity Type
Corporation
Status
Active
Registration Number
1000056611
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address
10831 Downey Ave, Downey 90241 CA United States of America
Trade Name/DBA
NorthStar Landscaping

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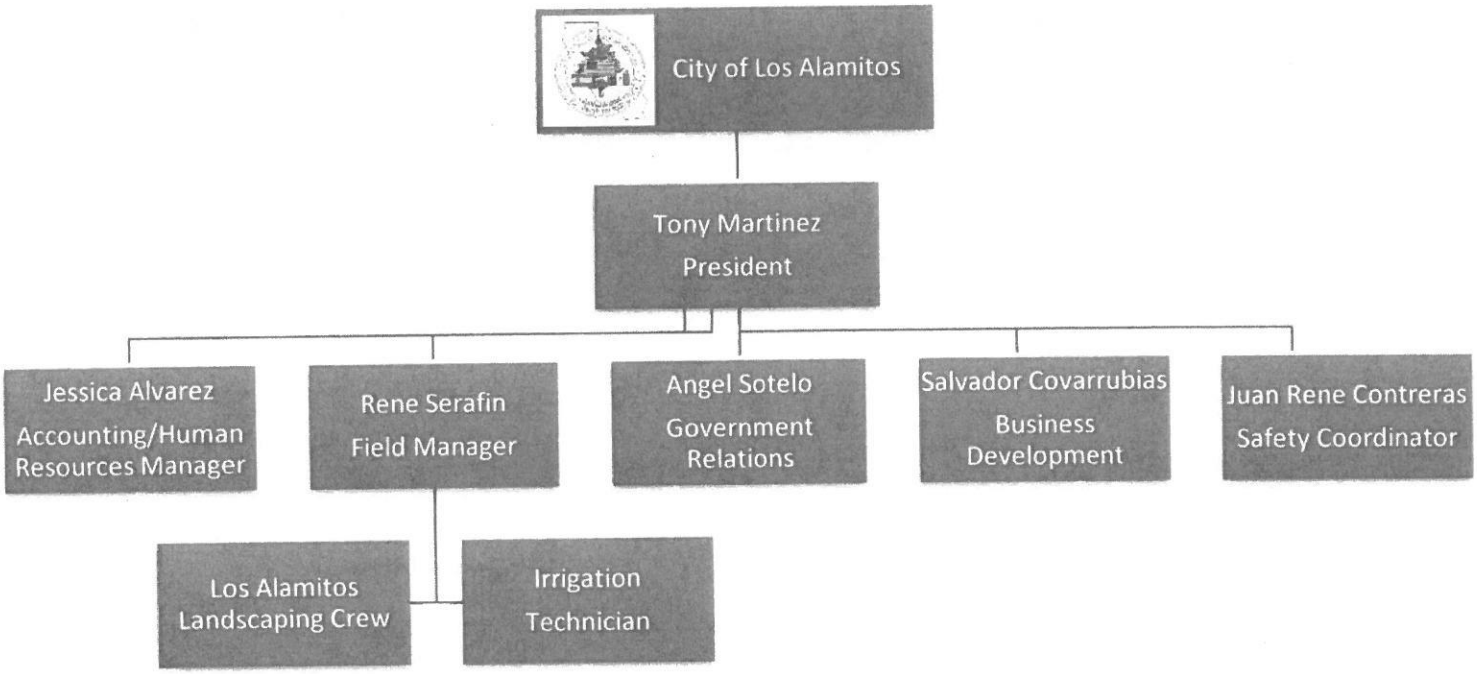
# STAFFING

North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees.
Below are brief backgrounds on North Star's management team and key team members. At this time, we do not intend to contract any sub-contractors or contractors for additional services. North Star has the in-house capability to handle day to day operations and any issues arising from industry related occurrences. We are currently members of the International Society of Arboriculture (ISA).

### North Star Members Assigned to Los Alamitos Team:

**Jose A. Martinez** – Project Manager
**Rene G. Serafin** – Field Supervisor
**Raul Hernandez** – Irrigation Technician
**Jessica Alvarez** – Account Manager



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# North Star's Executive Team

## Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

## Angel J. Sotelo, VP Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in maintaining public agency relationship through community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the city to North Star in order to best serve the community.

## Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.

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**Salvador Covarrubias- Business Development Manager**

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

**Rene G. Serafin- Field Manager**

Rene Serafin has twenty five years of landscape management experience where he has hands on experience working safely with landscaping equipment, landscaping spaces, and has over fifteen years managing landscaping personnel, where his proven style of on field training has had positive results with our clients. Rene ensures all work is completed by deadlines and to expectation and is authorized to act on behalf of North Star.

**Juan R. Contreras- Safety Coordinator, CAL OSHA Certified**

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.

**Raul Hernandez-Irrigation Technician**

Raul has 15 plus years' experience in the Landscaping Maintenance Industry. Raul will be the North Star worker in charge of all irrigation needs that are needed for the city.

**Juan Saavedra, Pest Control Applicator**

20 Years Industry Experience

**Miguel Galvez, Mechanic**

15 Years Industry Experience

**Christian Serafin, Field Assistant Supervisor**

5 years Industry Experience

**Mario Jimenez, Inventory Specialist**

5 Years Industry Experience

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# PERFORMANCE OF WORK

1. **Daily – Weekly Supervision:**
   a. Report to City representative on a daily basis or as resulted by City staff.
   b. Supervise landscaping services crew to maintain locations.
   c. Supervise traffic control.
   d. Report any damages or injuries within one hour of occurrence.
   e. Respond to any personnel complaints or questions concerning project.
   f. Final inspection of landscape work to insure proper clean-up on daily basis.
   g. Maintain daily records of hours worked by each employee and work completed.
   h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. The frequency can be coordinated with City staff as required

2. **Work Schedule:**
   a. Staff will start the landscaping within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
   b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any work in the City or as directed by the City representative and Grounds Supervisor.
   c. Multiple job sites will be worked at a time unless one site requires the entire assigned crew.
   d. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. The schedule will be modified, as necessary, during the course of the contract, based on City's needs.

3. **Landscape Work Performed:**
   a. Will be according to the landscaping best practices.
   b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
   c. Hazardous Condition Notifications: Staff will report to the Foreman/Grounds Supervisor of any defects or hazardous within an hour of notice.
   d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
   e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
   f. Staff will exercise precaution as necessary when working adjacent to utilities.
   g. Sprinkler repair will be made immediately. Most North Star trucks are equipped to handle most sprinkler repairs as they occur.

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**4. Wildlife Protection Plan:**

a. North Star offers full service Trim Care. Therefore, North Star has an established Wildlife Protection Plan.
b. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any landscape work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
c. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

**5. Hours of work in City:**

a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed as applicable.
c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

**6. Emergency – On Call Work**

a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text, or email.
c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers and or pagers.

**7. Clean-Up & BMP**

a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
d. Staff shall fully adhere to the City's BMP practices.
e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
f. Staff will adhere to Federal, State, and local requirements for BMPs.

**8. Compliance with Laws and Regulations:**

a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal,

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County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

**9. Drug Free Workplace:**

a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

**10. Photographs:**

a. North Star will supply the City representative photographs as resulted.
b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

**11. Disposal of Materials:**

a. All debris produced as a result of North Star's operations will be reduced reused, recycled, and/or transformed.
b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939.
c. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

**12. Public Safety/ Traffic Control:**

a. North Star shall furnish, erect, and maintain such lights, barricades, bridges, and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

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e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscaping operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

**13. Customer Service:**

a. In the forefront of providing great customer we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs who bring all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently
b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.

**14. Training**

a. When hired at North Star, our employees go through orientation where they will become aware of dangers that may arise on the job site as well as be given a description and their duties assigned to their role.
b. In the first 2 week, employees will have on field training where a field manager will be assisting them in learning day to day operations.
c. Twice a year North Star sends out employees to develop more specialty training from CPR training, Aerial Rescues, and Traffic Control.
d. Weekly, our Safety Coordinator presents a tail gate meeting where we cover safety topics for our North Star workers to be reminded that do our daily work in the safest manner.

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# Financial Statement

North Star is prepared to produce these confidential financial documents upon request.

# Credit References

| | |
|---|---|
| **Name:** | Ford Credit |
| **Contact Information** | 1(800) 727-7000<br>P.O. Box 552679<br>Detroit, MI 48255 |

| | |
|---|---|
| **Name:** | RDO |
| **Contact Information** | 310-223-2400<br>1300 Kona Dr<br>Compton, CA 90220 |

| | |
|---|---|
| **Name:** | TD Auto Finance |
| **Contact Information** | 1(800) 556-8172<br>P.O. Box 9223<br>Farmington Hills, MI 48333 |

| | |
|---|---|
| **Name:** | Vermeer |
| **Contact Information** | 310-223-2400<br>1300 Kona Dr<br>Compton, CA 90220 |

| | |
|---|---|
| **Name:** | De Lage Landen Financial Services Inc. |
| **Contact Information** | 1(800) 736-0220<br>1111 Old Eagle School Road<br>Wayne, PA 19087 |

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# Equipment

| Motor Vechiles/Equipment | |
|---|---|
| • 10 | Pick Up Trucks |
| • 1 | Roll-off Truck |
| • 3 | 40 yard Containers |
| • 2 | Arrrow boards |
| • 1 | One-ton Dump Truck |
| • 2 | Small Trailers |
| • 3 | 25 yard Dump Trucks |
| • 2 | Utility Vechiles |
| **Landscaping Equipment/ Pruning Equipment/ Tools/ Safety Equipment:** | |
| • 5 | Hedge trimmers- extensions |
| • 6 | Lawn edgers- extensions |
| • 6 | Lawn Mowers |
| • 3 | Exmark Lazer z lawn mowers |
| • 8 | Leaf Blowers |
| • 12 | String Trimmers |
| • 5 | Weed Killer Applicators |
| • 40 | 28" Safety cones |
| • Misc. Safety Equipment (Traffic and Pedestrian Signs)- Gloves, Safety Glasses, Hard Hats, Ear Plugs, Safety Vests, Stop & SLow Hand Signs and Safety Flags | |

North Star has more than enough equipment and resources to fulfill our contract obligations with the city of Baldwin Park in a very professional manner. In the event more equipment is needed for this project, we will get it from our maintenance facility. We have a major inventory of equipment as mentioned above to fulfill all our other contractual agreements with our other City Clients.

*North Star Landscape Uniforms*

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# Work History

**The following are Four (4) projects similar to this project:**

**City of Huntington Park**

- Landscape Maintenance Services currently under contract for $277,515 per year. The contract was acquired in 2019. The contract entails us to provide all grounds / landscape maintenance at city parks and listed public facilities, including, but not limited to pruning, trimming, shaping, and training of shrubs and groundcover plants, removing and controlling weeds, controlling plant diseases and pests, mowing lawn, edging lawn and groundcovers, irrigating plant materials, maintaining and repairing irrigation systems, removing trash and debris.
- Daniel Hernandez, Director of Public Works (323)395-1480
- Currently under contract.

**City of Montebello**

- Landscape Maintenance Services currently not under contract but was contracted for $140,000 per year. The contract was acquired in 2018. The contract entailed maintenance of all exterior landscaping including, city parks, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots.
- David Sosnowski, Director of Recreation & Community Services (323)887-1200
- Currently not under contract.

**City of Maywood**

- Landscape Maintenance Services currently under contract for $117,600 per year. The contract was acquired in 2019. The contract entails maintenance of all exterior landscaping including, city parks, lawn areas, planters, flower beds, irrigation systems, removing trash and debris.
- Abel Hernandez, Public Works Coordinator (323)562-5700
- Currently under contract.

**Los Angeles County Habitat Authority**

- Landscape Maintenance Services currently under contract for $55,000. The contract was acquired in 2018. The contract entails removal of weeds, removal of all dead limbs, dead brush and other dead vegetation, removal of rubbish and trash, and trimming of trees so that low hanging limbs do not allow fire transfer from ground fuels to the tree.
- Andrea Gullo, Executive Director (562)945-9003
- Currently under contract.

Puente Hills Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

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# References

**Reference #1**

| | |
|---|---|
| **Name:** | Daniel Hernandez |
| **Organization:** | City of Huntington Park |
| **Type of Service** | Citywide Landscape Maintenance |
| **Contact Information** | (323) 395-1480<br>6900 Bissell St.<br>Huntington Park, CA 90255 |
| **Date of Services** | 01/2019 to Present |

**Reference #2**

| | |
|---|---|
| **Name:** | David Sosnowski |
| **Organization:** | City of Montebello |
| **Type of Service** | Citywide Landscape Maintenance |
| **Contact Information** | (323) 887-1200<br>1600 W Beverly Blvd.<br>Montebello, CA 90640 |
| **Date of Services** | 05/2018 to 09/2020 |

**Reference #3**

| | |
|---|---|
| **Name:** | Abel Hernandez |
| **Organization:** | City of Maywood |
| **Type of Service** | Citywide Landscape Maintenance |
| **Contact Information** | (323) 562-5700<br>4319 Slauson Ave.<br>Maywood, CA 90270 |
| **Date of Services** | 06/2019 to Present |

**Reference #4**

| | |
|---|---|
| **Name:** | Alvaro Encarnacion |
| **Organization:** | City of Huntington Park |
| **Type of Service** | Citywide Tree Maintenance |
| **Contact Information** | (323) 353-7504<br>6900 Bissel St.<br>Huntington Park, CA 90255 |
| **Date of Services** | 05/2018 to Present |

**Reference #5**

| | |
|---|---|
| **Name:** | Andrea Gullo |
| **Organization:** | Los Angeles County Habitat Authority |
| **Type of Service** | Weed Abatement |
| **Contact Information** | (562) 945-9003<br>7702 Washington Ave Suite C<br>Whittier, CA 90602 |
| **Date of Services** | 05/2018 to Present |

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Public Works Department

August 29, 2019

**RE: North Star Landcare**

To Whom It May Concern:

I am pleased to provide a letter of recommendation for North Star Landcare. North Star has provide excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Star's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480

Sincerely,

Daniel Hernandez,
Director of Public Works

6900 Bissell Street | Huntington Park, CA 90255 | (323) 584-6274 | www.hpca.gov

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CITY OF MAYWOOD
INCORPORATED
SEPTEMBER 2 1924
CALIFORNIA

August 27, 2020

**RE: North Star Landcare**

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

Abel Hernandez
Public Works Coordinator
City of Maywood

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# Insurance

ACORD

NORTSTA-01 RSMITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TOR Insurance Services, Inc.
1510 W. Whittier Blvd #94
La Habra, CA 90631

CONTACT NAME: Jose Laris
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: jose@torinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Argonaut Great Central Insurance Company | 19801 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
NORTH STAR LAND CARE & North Star Landscape
10831 Downey Avenue
Downey, CA 90241

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | LAN2901417-00 | 3/6/2020 | 3/6/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER | | | | | | ARBORISTS ERROR | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | LAN2901417-00 | 3/6/2020 | 3/6/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insureds File Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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# Proposal Schedule

SECTION C
PROPOSAL SCHEDULE

PARK & LANDSCAPE MAINTENANCE
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

| SITE | LOCATION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ITEM AMOUNT |
|---|---|---|---|---|---|
| Katella median islands | East of the 605 freeway to Walker Street | 13,390 | LF | $ 0.45 | $ 6,025.50 |
| Los Alamitos Boulevard median islands | South of Coyote Creek to North of Bradbury Road | 9,088 | LF | $ 0.45 | $ 4,089.60 |
| Farquhar Avenue – Southside wall and parkway area | East of Bloomfield Avenue to America Drive | 1,847 | LF | $ 0.12 | $ 221.64 |
| Rossmoor Islands | East of Los Alamitos Boulevard to West of Pine Street | 420 | LF | $ 0.45 | $ 189.00 |
| Bradbury Islands | East of Los Alamitos Boulevard to West of Pine Street | 417 | LF | $ 0.45 | $ 187.65 |
| Los Alamitos Boulevard parkway | west side (Hedwig to Bradbury Road) | 59,100 | SF | $ 0.12 | $ 7,092.00 |
| Los Alamitos Boulevard parkway | east side (Harrisburg Road to Orangewood Avenue. Good Sheperd Presbyterian Church to Mobil Gas) | 6,240 | SF | $ 0.12 | $ 748.80 |
| Katella Avenue | south side (605 to Polly Pies) | 52,272 | SF | $ 0.12 | $ 6,272.64 |
| Farquhar Avenue | south side | 8,712 | SF | $ 0.12 | $ 1,045.44 |
| Sterns Park | 3871 Farquhar Avenue | 4,356 | SF | $ 0.12 | $ 522.72 |
| Soroptimist Park | 10822 Pine Street | 3,920 | SF | $ 0.12 | $ 470.40 |
| Stansbury Park | 3711 Toland Avenue | 21,780 | SF | $ 0.12 | $ 2,613.60 |
| Laubordette Park | 4401 Howard Avenue | 8,712 | SF | $ 0.12 | $ 1,045.44 |
| Little Cottonwood Park | 4000 Farquhar Avenue | 235,224 | SF | $ 0.12 | $ 28,226.88 |
| Orville Lewis Park | 3662 Kempton Drive | 47,916 | SF | $ 0.12 | $ 5,749.92 |
| Laurel Park | 10915 Bloomfield Street | 139,392 | SF | $ 0.12 | $ 16,727.04 |
| Sierra Circle, green belt | Cerritos and Bloomfield | 3,039 | SF | $ 0.12 | $ 364.68 |
| City Hall Complex (to include Roberts Park. | 3191 Katella Avenue | 26,136 | SF | $ 0.12 | $ 3,136.32 |

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| | | | | | |
|---|---|---|---|---|---|
| rear of Community Center) | | | | | |
| Ticonderoga Katella service road | East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café) | 873 | LF | $ 0.12 | $ 104.76 |
| Oak Bike Path | Oak Street to Coyote Creek Park | 1,016 | LF | $ 0.12 | $ 121.92 |

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.

**Proposal Schedule Total:** $ 84,955.95

**Proposal Schedule Total (in word):** Eighty-Four Thousand Nine Hundred Fifty-Five Dollars And Ninety-Five Cents

North Star Landscape
**Company Name of Proposer**

December 17, 2020
**Date**

# AMENDMENT No. 1 TO CITYWIDE LANDSCAPING SERVICES AGREEMENT
## *North Star Land Care*

This Amendment No. 1 to Landscape Maintenance Services Agreement ("Amendment") is made and entered into on this 15th day of August, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and, North Star Land Care ("Contractor"). City and Contractor are sometimes hereinafter collectively referred to as the "Parties."

## RECITALS

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement to provide landscape maintenance services for City Parkways, medians, landscape areas and parks services on January 19, 2021 ("Agreement"), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to include additional monthly landscape maintenance services, subject to the terms and provisions of this Amendment.

**NOW, THEREFORE,** City and Contractor mutually agree as follows:

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

> "**1.1 <u>Scope of Services and Standard of Performance</u>.** Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16, 2020, attached hereto as Exhibit "A", and as supplemented by Attachment "1" to 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."

2. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"**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 Five Hundred Five Dollars and Sixty-Six Cents ($ 9,505.66) monthly. The maximum amount of City' s payment obligation under this Agreement is the amount specified in this section"

3. Attachment "1" to this Amendment is hereby appended to and made a part of Exhibit "A" (Proposal/Scope of Services) to the Agreement.

4. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. 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 Parties have executed and entered into this Amendment as of the date first written above.

**SIGNATURES ON THE FOLLOWING PAGE**

**"City"**

**City of Los Alamitos**

DocuSigned by:
By: Shelly Hasselbrink
AF57F110E7A146D...
Shelly Hasselbrink 8/23/2022
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt 8/23/2022
City Attorney

**ATTEST:**

DocuSigned by:
By: Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk 8/23/2022

**"Contractor"**

**North Star Land Care**

DocuSigned by:
By:
9631334493D04A8...
Jose A. Martinez 8/23/2022
President
tony@northstarlandcare.com

DocuSigned by:
By: Juan Angel Sotelo
E9282393316845 6...
Juan Angel Sotelo 8/20/2022
CFO
juan@northstarlandcare.com

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Attachment 1

North Star Land Care Estimate 1011-121

**North Star Land Care**
10831 Downey Ave
Downey, CA 90241
(562)674-3076
accounts@northstarlandcare.com
www.northstarlandcare.com

NORTH STAR
LANDCARE

**ADDRESS**
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
USA

**Estimate 1011-121**

**DATE** 06/21/2022

**SALES REP**
R.S.

**NORTH STAR**
Landscape

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | **Services**<br>Additional Monthly Landscape Maintenance Services for the City of Los Alamitos | 1 | 2,426.00 | 2,426.00 |

2 Man Crew
16 Man Hours Weekly

TOTAL **$2,426.00**

Accepted By

Accepted Date

**AMENDMENT NO. 2 TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT**
***North Star Land Care***

This Amendment No. 2 to Landscape Maintenance Services Agreement ("Amendment") is made and entered into on this 14th day of November, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and, North Star Land Care ("Contractor"). City and Contractor are sometimes hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement to provide landscape maintenance services for City parkways, medians, landscape areas and parks services on January 19, 2021 ("Original Agreement"), which is incorporated herein by this reference.

B. City and Contractor entered into that certain Amendment No. 1 to Citywide Landscaping Services Agreement to include additional monthly landscape maintenance services on August 15, 2022 (:Amendment No. 1"), which is incorporated herein by this reference.

C. The Original Agreement as amended by Amendment No. 1 is referred to herein as the "Agreement."

D. The Agreement will expire on January 19, 2023, unless extended by mutual written agreement of the Parties. The Agreement may be extended for up to two additional one (1) year terms through January 19, 2025.

E. City and Contractor desire to amend the Agreement to exercise the first of two possible one-year contract extensions, through January 19, 2024, subject to the terms and provisions of this Amendment.

**NOW, THEREFORE,** City and Contractor mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

> **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 three (3) years, ending on January 19, 2024. Upon written agreement of the Parties, the Agreement may be extended for up to one additional one (1) year term through January 19, 2025.

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 Parties have executed and entered into this Amendment as of the date first written above.

**SIGNATURES ON THE FOLLOWING PAGE**

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Contractor"**

**North Star Land Care**

By:_____
Jose A. Martinez
President
tony@northstarlandcare.com

By:_____
Juan Angel Sotelo
CFO
juan@northstarlandcare.com

# City of Los Alamitos
## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 11K**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Amendment No. 2 to Professional Services Agreement (PSA) with Joncowest LLC for Janitorial Services**


**SUMMARY**

This item seeks approval of Amendment No. 2 with Joncowest LLC for Janitorial Services for City facilities.


**RECOMMENDATION**

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Joncowest LLC for a six (6) month term ending on August 31, 2023, for janitorial services for City facilities.

**BACKGROUND**

The City is responsible for eight separate City facilities to clean and sanitize, including common areas both for employees and visitors alike. The facilities include City Hall 1, City Hall 2, the Council Chamber, the Public Works Break Room and Offices, the Community Center, the Youth Center building and the Pre-School building. With the departure of the Public Works Division team member responsible for the nightly janitorial duties, the City sought different options to continue the work load. One of which was the possibility of contracting out janitorial services.

In December 2021, the City released Requests for Proposals (RFP) 2021-11, which solicited janitorial services for City facilities and was ultimately awarded to Joncowest LLC. in February 2022.

In August 2022, City Council approved the augmentation of monthly services, to include deep cleaning of the large kitchen in the Community Center. The large kitchen is heavily utilized to provide services for the community for occasions and programs, which resulted in the need for deep cleaning; this would ensure that the facility is kept free of any vermin, insects, and/or rodents.

**DISCUSSION**

Joncowest LLC provides maintenance of City facilities, including City Hall 1, City Hall 2, the Council Chamber, the Public Works Break Room and Offices, the Community Center, the Youth Center building and the Pre-School building. The scope of service rendered by this

agreement includes but is not limited to:

- Clean restrooms, disinfect, and replenish supplies
- Clean all floors - dust mop and wet mop floors
- Clean all horizontal surfaces, shelves, desks, cabinets, etc.
- Vacuum all carpets
- Empty trash receptacles and replace them with clean liners
- Monthly high surface dusting in all buildings
- Daily window cleaning
- Cleaning glass doors daily
- Restock paper towels, toilet paper, hand soap and deodorants, and toilet seat covers as needed
- Clean kitchen areas including sinks, wiping down refrigerator exterior, counter tops, and walls adjacent to prep areas/sink areas
- Monthly deep cleaning of the Community Center's large kitchen

Joncowest LLC has agreed to provide continued services with no price increase for the proposed term. Amendment No. 2 to the Professional Services Agreement (PSA) extends the City's contractual relationship with Joncowest LLC for a period of six (6) months, ending on August 31, 2023.

## FISCAL IMPACT

Amendment No. 2 to the PSA with Joncowest LLC for janitorial services, will not exceed a total bi-annual amount of $37,000. Funding for these services is included in the building maintenance division budget within the Development Services Department budget. The total contact amount is incorporated into Fiscal Year 2022-2023 budget.

Attachment:
1. 11-15-22 - Jonco - Amend No.2
2. 11F - Amendment No. 1 with Joncowest LLC for Additional Janitorial Services at a City Facility
3. Jonocowest, LLC (2022)

**AMENDMENT NO. 2 TO JANITORIAL SERVICES AGREEMENT**
***Joncowest LLC***

This Amendment No. 2 to Janitorial Services Agreement ("Amendment") is made and entered into on this 14th day of November, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and, Joncowest LLC ("Contractor"). City and Contractor are sometimes hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City and Contractor entered into that certain Janitorial Services Agreement on February 28, 2022 ("Original Agreement"), which is incorporated herein by this reference.

B. City and Contractor entered into that certain Amendment No. 1 to Janitorial Services Agreement to include additional deep cleaning kitchen services on August 15, 2022 (Amendment No. 1"), which is incorporated herein by this reference.

C. The Original Agreement as amended by Amendment No. 1 is referred to herein as the "Agreement."

D. The Agreement will expire on February 28, 2023, unless extended by mutual written agreement of the Parties. The Agreement may be extended for up to two additional one (1) year terms through February 28, 2025.

E. City and Contractor desire to amend the Agreement to exercise the first of two possible contract extensions, extending the term for (6) months through August 31, 2023, subject to the terms and provisions of this Amendment.

**NOW, THEREFORE,** City and Contractor mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

> **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 eighteen (18) months, or one and one-half years, ending on August 31, 2023. Upon written agreement of the Parties, the Agreement may be extended for up to one additional one (1) year term through August 31, 2024.

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 Parties have executed and entered into this Amendment as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelley Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Contractor"**

**Joncowest LLC**

By:_____
Pattie Patrick
Owner
pattiep@joncowest.com

By:_____
Jaheyla Jones
Chief Operations Officer (COO)
jj.patrick@joncowest.com

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: August 15, 2022** **ITEM NUMBER: 11F**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **Amendment No. 1 with Joncowest LLC for Additional Janitorial Services at a City Facility**

### SUMMARY

This item seeks approval to expand the janitorial services rendered by Joncowest LLC.

### RECOMMENDATION

Authorize the Mayor to execute Professional Services Agreement (PSA) Amendement No. 1 with Joncowest LLC for augmented monthly janitorial services at a cost of $880.00/month.

### BACKGROUND

The City is responsible for eight separate City facilities to clean and sanitize, including common areas both for employees and visitors alike. The facilities include City Hall 1, City Hall 2, the Council Chamber, the Public Works Garage, the Community Center, the Youth Center building, and the Pre-School building. With the departure of the Public Works Division team member responsible for the nightly janitorial duties, the City sought different options to continue the work load. One of which was the possibility of contracting out janitorial services. In December 2021, the City released Requests for Proposals (RFP) 2021-11, which solicited janitorial services for City facilities and was ultimately awarded to Joncowest LLC. in February 2022. Since the commencement of services, staff is satisfied with the service provided by Joncowest LLC.

### DISCUSSION

This staff report seeks approval to secure additional monthly maintenance services from Joncowest LLC., for the deep cleaning of the large kitchen at the Community Center, which is not a service currently included within the agreement. The large kitchen is heavily utilized to provide services for the community for occasions and programs such as special events, facility rentals, the Senior Grocery Program, the Dine-In N Dough House lunch experience, Senior Club, and Day Camp.

As a result of its frequent usage, the area necessitates a deep cleaning to ensure that the facility is kept free of any vermin, insects, and/or rodents. This service will be provided on a monthly basis.

### FISCAL IMPACT

The City currently pays $5,262.00/month to Joncowest LLC. The added maintenance services will incur an additional monthly cost of $880.00, which will bring the monthly total to $6,142.00. The total annual payment for services from Joncowest LLC. will be $73,704.00. Funding for these services is included in the building maintenance division budget within the Development Services Department budget. The new annual contract amount will be incorporated into the Fiscal Year 2022-2023 Budget.

Attachment:
1. Joncowest LLC - Amend No. 1
2. Joncowest LLC - Exhibit A
3. Jonocowest, LLC (2022)

**AMENDMENT No. 1 TO JANITORIAL SERVICES AGREEMENT**
***Joncowest LLC***

This Amendment No. 1 to Janitorial Services Agreement ("Amendment") is made and entered into on this 15th day of August, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and, Joncowest LLC ("Contractor). City and Contractor are sometimes hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City and Contractor entered into that certain Janitorial Services Agreement on February 28, 2022 ("Agreement"), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to include additional deep cleaning kitchen services, subject to the terms and provisions of this Amendment.

**NOW, THEREFORE,** City and Contractor mutually agree as follows:

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

> "**1.1** **Scope of Services and Standard of Performance.** Contractor shall provide those services set forth in the Los Alamitos Janitorial Services Proposal, dated January 4, 2022, attached hereto as Exhibit "A", and as supplemented by Attachment "1" to 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."

2. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

> "**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 Six Thousand One Hundred and Forty-two Dollars ($ 6,142.00) per month. The maximum amount of City' s payment obligation under this Agreement is the amount specified in this section."

3. Attachment "1" to this Amendment is hereby appended to and made a part of Exhibit "A" (Scope of Services and Standard of Performance) to the Agreement.

4. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. 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.

**SIGNATURES INCLUDED ON THE NEXT PAGE**

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

**"City"**

**City of Los Alamitos**

By:_____
Shelly Hasselbrink
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

**ATTEST:**

By:_____
Windmera Quintanar, MMC
City Clerk

**"Contractor"**

**Joncowest LLC.**

By:_____
Pattie Patrick
Owner

By:_____
Jaheyla Jones
Chief Operations Officer (COO)

Attachment 1

Joncowest LLC Quote No. 1149

# Joncowest LLC

800-646-0234 | Help@joncowest.com | www.Joncowest.com

**RECIPIENT:**

**Los Alamitos City Hall**
3191 Katella Avenue
Los Alamitos, California 90720

| Quote #1149 | |
|---|---|
| Sent on | 06/28/2022 |
| **Total** | **$880.00** |

| PRODUCT / SERVICE | DESCRIPTION | QTY. | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Deep Cleaning Kitchen Services | Monthly Deep Cleaning Services<br>Hourly Per Person $55.00<br>Supplies Included | 16 | $55.00 | $880.00 |

**Total** **$880.00**

Joncowest
268 N. Lincoln Ave
Ste 8
Corona, CA 92882

This quote is valid for the next 30 days, after which values may be subject to change.

# JANITORIAL SERVICES AGREEMENT
## Joncowest LLC.

THIS AGREEMENT FOR JANITORIAL SERVICES ("Agreement") is made and entered into, to be effective this 28 day of February 2022 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Joncowest, LLC ("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 janitorial services for City facilities.

B. In response to City's formal Request for Proposals No. 2020-11 (RFP), dated December 15, 2021, Contractor has submitted to City a written proposal, dated January 4, 2022, to provide the desired janitorial services.

D. City desires to engage Contractor to provide such janitorial 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 Los Alamitos Janitorial Services Proposal, dated January 4, 2022, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

**1.1.1 Contract Documents.** This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2021-11, dated December 15, 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; (2rd) 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 five thousand two hundred and sixty-two Dollars ($5,262.00) per month. 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 one (1) year, ending on February 28, 2023. Upon mutual written agreement of the Parties, the Agreement may be extended for up to two additional one (1) year terms through February 28, 2025.

## 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: Pattie Patrick. 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 – JONCOWEST LLC.

**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:**

Joncowest LLC
268 N. Lincoln Avenue, Suite 8
Corona, CA 92882
help@joncowest.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**

DocuSigned by:
By: Shelley Hasselbrink
AF57F110E7A146D...
Shelley Hasselbrink 3/29/2022
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt 3/29/2022
City Attorney

**ATTEST:**

DocuSigned by:
By: Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk 3/29/2022

**"Contractor"**

**Joncowest LLC**

DocuSigned by:
By: pattie patrick
3566296AC001450...
Pattie Patrick 3/29/2022
Owner
pattiep@joncowest.com

DocuSigned by:
By: JJ
3D94199E8BF84E1...
Jaheyla Jones 3/28/2022
Chief Operations Officer (COO)
jj.patrick@joncowest.com

DocuSign Envelope ID: 07F6A61A-463C-43B2-9383-F89DD55F3153

# Exhibit A

## Scope of Services and Standard of Performance

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CITY OF
Los Alamitos
California

**Response to Request for Proposals:**

**RFP 2021-11 Janitorial Services for City Facilities**

**Submitted By:**

Joncowest LLC
268 N Lincoln Ave
Suite 8
Corona, CA 92882

**Contact Person:**

Pattie Patrick, Manager
Phone: 424-526-6241
Email: help@joncowest.com

**Date Submitted:**

January 4, 2022

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January 4, 2022

Attn: Ron Noda
Development Services Director
City of Los Alamitos

3191 Katella Avenue
Los Alamitos, CA 90720

RE: Janitorial Services for City Facilities

Dear Mr. Noda:

On behalf of Joncowest LLC (Joncowest), I am pleased to submit this Proposal to the City of Los Alamitos.

Joncowest has assessed the needs considered the needs of the City and has created a team with the essential knowledge and experience required to carry out the scope of project and functions described. Joncowest ensures customers satisfaction and completion of projects through our transition plan and efficient communication.

This proposal highlights Joncowest's years of experience, staff capabilities and provides references to a few of many satisfied customers. Additionally, our proposal's submission is in accordance with the terms and conditions outlined in the Request for Proposal document and will remain valid for at least 90 days after the due date.

If any additional information is required about our firm or this proposal, please do not hesitate to contact Pattie Patrick. Pattie has the authority to bind Joncowest LLC to a contract with the City of Los Alamitos.

Best regards,

Pattie Patrick, Manager

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## B. Company Data

| | |
|---|---|
| Official Firm Name and Address | Joncowest LLC<br>268 N. Lincoln Ave Suite 8<br>Corona, CA 92882 |
| Point of Contract | Pattie Patrick, Owner<br>268 N Lincoln Ave Suite 8<br>Corona, CA 92882<br>Phone #: 424-526-6241<br>Email: help@joncowest.com |
| Type of Entity | Limited Liability Corporation |
| Federal Employer I.D. Number | 46-3329567 |
| Firm's Location | 268 N Lincoln Ave Suite 8<br>Corona, CA 92882<br>Phone #: 424-526-6241 |
| Ownership Statement | Joncowest LLC is not owned by another company or individual |
| Number of Years in Business | 46 years |
| All Current Comparable Contracts | See Provided References |
| Areas of Specialization | Government and Commercial janitorial services |
| Failure or Refusal to Complete a Contract | None |
| Financial Interests in Other Lines of Business | None |
| Known Conflicts of Interest | None |

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# C. PROPOSAL

## Letter of Introduction

Joncowest understands that transitioning to a new janitorial provider can be an undertaking filled with the unknown. We plan to formulate a plan which provides a seamless transition for the City of Los Alamitos.

Drawing on our years of experience in the janitorial industry, Joncowest will provide superior service on time and on budget. Our dedicated team has reviewed the scope of services, walked the job site, and has developed a comprehensive service plan which will go above and beyond the City of Los Alamitos expectations.

In the following pages, Joncowest will lay out our roadmap towards fulfilling the project RFP# 2021-06. Our roadmap includes: Transition Plan, Staff Training, Equipment Training, and Quality Control.

## Firm's Approach to Delivering the Scope of Services

### Transition Plan

Joncowest performs a Phase-In stage with each new contract. Our Project Manager will take several steps to ensure our familiarization with each site's unique requirements and operations.

During the Phase-In stage we will develop schedules and protocols for the assigned team members

Preparation/Start-up and planning will involve:

- Contracting Meeting with Customer
- Site Walk Through
- Development of a Requirements Check List
- Facility Condition Report covering any Pre-Existing Performance Concerns
- Site Specific Training for Cleaning Technicians and Supervisors
- Badging/Background processing
- Contract Deliverables
- Establishing Contractor Storage Space
- Facility Condition Report (current performance)
- Safety Procedures
- Security Requirements
- Uniforms Including Required PPE

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- Vendor/Ordering Materials & Equipment/Training
- Work Plan/ Orientation

The Phase-In stage is the key to our successful track record of providing exceptional janitorial services to government agencies and commercial clientele.

## Staffing Training

While the executive staff of Joncowest are working with the City of Los Alamitos to provide a seamless transition of services, our Human Resources team will be working on training our staff, so they are ready to begin work fully prepared on day one.

Joncowest training consists of:

**Basic Office Cleaning** — Detailing the systematic steps to daily office cleaning covering, desk servicing, trash removal, general dusting, and floor care. This includes viewing training media and demonstrations of the proper techniques to use. Emphasis is on quality cleaning, proper product use, and safety.

**Disinfectant Surface Cleaning** — Detailing the systematic steps to daily surface cleaning covering desk, cabinets, phones, tables, appliances, fixtures, door handles, and sinks.

**Ground Rules for Professional Custodians** — Enforcing the establishment of a professional attitude in all custodial workers includes the instilling of pride in workmanship and total awareness of our quality requirements. Also the strategic approach in focusing on the "do's and don'ts" in such areas as personal conduct, security, cleaning techniques, customer relations, building mechanical controls, energy conversation, and work patterns are highly emphasized.

**Specific Contract Training** – Each contract and location is unique within itself. Inclusive in our training is a customized training program for specific requirements in the contract from cleaning task to security and safety requirements. We also address government furnished property, tenant missions, physical security, fire and traffic regulations.

**Basic Rest Room Cleaning** — Proper procedures for cleaning, disinfecting, and servicing of fixtures and accessory items found in all rest rooms are covered in great detail including viewing recorded with a demonstration of the proper techniques. Again, emphasis is on quality cleaning, proper product use, and safety.

**Daily Floor Maintenance** — Covering basic procedures to care for both carpet and tile floor surfaces using such techniques as micro flat mop dusting, spray buffing, wet flat mopping and damp flat mopping, and HEPA vacuuming as requested per the RFP #2021-06.

**Material Training**
All newly hired employees will be required to attend our standard orientation/training as part of our hiring process. This training includes specific training on use of specialized equipment, supplies, and chemicals and is provided in partnership with our supply vendors, who by request can be physically on-site to assist in this training.

The success of this training will produce the following:

- Introductions to cutting-edge technologies designed to improve cleaning standards while reducing labor cost and hazards
- Installation of safer work practices that will comply with the City of Los Alamitos required measures of duties & responsibilities per the RFP #2021-06
- Trained Staff Members who will continually self-evaluate their work, ensuring that the results are reachable and satisfactory

**Equipment Training**

Equipment maintenance begins with the equipment operator. Each operator is trained in the proper use and care of equipment. Equipment that will be assigned to this contract complies with all Government safety standards. Included in each operator's job description is the requirement to clean and maintain the equipment after each use.

Inspection of the equipment's condition and cleaning of the equipment after each use is incorporated into our Quality Control Inspection Program. The Crew Leader incorporates the inspection of equipment into their daily responsibilities.

All equipment and tools provided by Joncowest shall be heavy-duty commercial grade equipment for performance of the City of Los Alamitos needs. Equipment showing signs of wear to the extent that a task cannot be performed will be promptly replaced.

All equipment shall have bumpers and guards to prevent marking or scratching fixtures, furnishings, or building surfaces. Electrical equipment used by Joncowest shall be UL approved, meeting OSHA requirements, and all other safety requirements as specified in RFP #2021-06.

**Quality Control**

Joncowest's traveling supervisor will be responsible for ensuring that our high cleaning standards are met. Our Supervisor will employ the following Quality Control process:

- **Inspections:** Facilities will be inspected on a regular schedule, along with weekly unannounced inspections. Using customized quality control inspection reports, the Supervisor will review the cleaning staffs work and note all findings.

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- **Deficiency Correction:** Any deficiencies found during the inspections are listed on the quality control reports. These deficiencies are corrected through employee coaching and training. Once the deficiencies have been corrected, the Supervisor documents the steps taken to correct the problem and the report is forwarded to the Project Manager for review.

- **Process Improvement**: The Project Team will review the quality control reports monthly to identify the root cause of any repetitive deficiencies and changes to the Joncowest training process, if necessary leading to remedying these deficiencies.

## Company Profile

Jonwest is certified with the Women's Business Enterprise National Council (WBENC) and California certified Small Business that has been actively engaged in providing residential and commercial janitorial services since 1975. Joncowest is a domestic LLC business entity that is registered with the California Secretary of State.

Located in Corona California, Joncowest offers a wide range of professional cleaning services for commercial and industrial locations. Our dedicated project team has decades of janitorial and facilities maintenance experience. Here at Joncowest we have a documented history of providing similar scopes of work to those outlined in the City of Los Alamitos' RFP #2021-06.

Joncowest has serviced over 20 million square feet of commercial space while adhering to the highest industry standards pertaining to safety, biohazards, sanitation, Covid-19 mitigation protocols, green cleaning, and customer service. Through our extensive training program and on-boarding process, Joncowest educates our employees on optimum cleaning standards that we apply to each opportunity we have to service out clientele.

## Principle Office Location

Joncowest will provide the janitorial services outlined in this solicitation from our Corona California facility.

## Qualifications of Assigned Personnel

### Proposed Project Team

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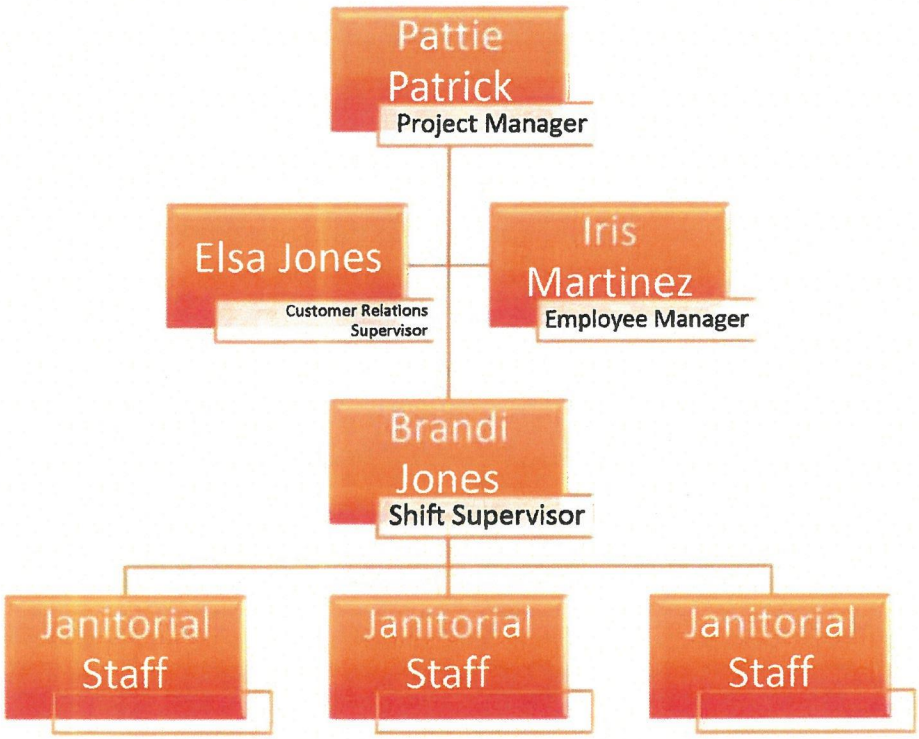


**Pattie Patrick, Project Manager**

Ms. Patrick will be responsible for the management of personnel, company assets, resources, health and safety protocols, training, coaching, and motivation of leadership staff.

**Iris Martinez, Employee Manager**

Ms. Martinez will be responsible for identifying and assigning Joncowest staff to the City of Los Alamitos RFP #2021-06. Ms. Martinez will assist in the overall direction, coordination, and evaluation of staff engaged in cleaning and maintaining the City of Los Alamitos locations.

**Elsa Jones, Customer Service Supervisor**

Ms. Jones will work with the City of Los Alamitos with regards to Joncowest policies, practices, and programs regarding safety. Ms. Jones will monitor all safety concerns and report any findings to the City of Los Alamitos Project Manager.

Ms. Jones will also oversee Joncowest's facility staffing, employee relations, equal opportunity acts, and health and safety policies and practices to ensure that all applicable provisions of federal and state labor laws including the maintenance of necessary files are adhered to.

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**Brandi Jones, Shift Supervisor**
Ms. Jones will be the Shift Supervisor and will provide janitorial staff leadership to manage the City of Los Alamitos. She will ensure that Joncowest's high cleaning standards are being met and all quality control documentation is completed and archived. Ms. Jones will also conduct quality control inspections, facility equipment inspections, and will ensure that the facility is properly maintained. When deficiencies are discovered, she will report them to the proper project contacts.

Full resumes provided as Attachment B

## References

### Reference 1: Walmart Fulfillment Center

| | Walmart Fulfillment Center<br>Multiple Centers: 8103, 7049, 8799, and 6561 |
|---|---|
| Contract Dates: | 10/15/2018 to present |
| Contact: | Randall Bishop<br>Facilities Manager<br>6720 Kimball Ave<br>Chino, CA 97108<br>Phone: (909) 313-3116 |

### Reference 2: City of Santa Barbara

| | City of Santa Barbara<br>Property Address: 1221 Anacapa Street<br>Santa Barbara, CA 93101 |
|---|---|
| Contract Dates: | 06/13/2020 to present |
| Contact: | Dion Tait, Supervisor<br>Facility Maintenace<br>1221 Anacapa Street<br>Santa Barbara, CA 93101<br>Phone: (805) 564-5657 |

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**Reference 3: City of Pasadena**

| | |
|---|---|
| | City of Pasadena<br>Property Address: 100 N Garfield Ave<br>Pasadena, CA 91101 |
| Contract Dates: | 05/16/2020 to present |
| Contact: | Michael Woolson, Management Analyst<br>City of Pasadena<br>100 N Garfield Ave<br>Pasadena, CA 91101<br>Office: (626) 744-7359 |

**Reference 4: California Highway Patrol**

| | |
|---|---|
| | California Highway Patrol Inland Division Air Operations<br><br>Sacramento, CA 95811 |
| Contract Dates: | 04/01/2020 to present |
| Contact: | Lila Peranteau, Office Technician<br>California Highway Patrol<br>601 North 7th Street<br>Sacramento, CA 95811<br>Office: (760) 240-8004 |

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**Reference 5: California Department of Motor Vehicles**

| | |
|---|---|
| | California Department of Motor Vehicles<br>Multiple Locations: Victorville, Barstow, & Needles |
| Contract Dates: | 01/01/2020 to present |
| Contact: | Victoria Prevost, SSM 1<br>California DMV<br>2415 First Ave<br>MS F106<br>Sacramento, CA 95818<br>Office: (916) 657-8772 |

## Cost Proposal

Section F: Proposal Schedule is provided as Attachment A. Below are the hourly rates for each service category:

Janitorial Staff
Team Member
$26.50 hourly rate includes blended rates
8 hours nightly
40 hours weekly
172 hours monthly

Project Manager/Upper Office Staff
$30.60 hourly rate includes blended rates
5.3 hours weekly
23 hours monthly

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## List of Personnel to be Assigned

The specific staff that will be assigned to each site are:

| Site | On-Site Personnel |
|---|---|
| City Hall 1 | Ivan Perez |
| City Hall 2 | Ivan Perez |
| City Council Chamber | Ivan Perez |
| Community Center | Ivan Perez |
| The Youth Center | Cloys Jones |
| Public Works Break Room | Cloys Jones |
| Public Works Garage | Cloys Jones |
| Preschool Building | Cloys Jones |

## Insurance

Joncowest has reviewed the insurance requirements set forth by the City of Los Alamitos, RFP #2021-06 and affirms that they can provide requested proof and documentation as described and said insurance will be in force at the time of contract execution.

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## ATTACHMENT A: COST PROPOSAL FORM

## ATTACHMENT B: RESUMES

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## SECTION F
## PROPOSAL SCHEDULE

### REQUEST FOR PROPOSAL (RFP) 2021-06
### TRAFFIC SIGNAL MAINTENANCE SERVICES
### IN THE CITY OF LOS ALAMITOS, CALIFORNIA

| DESCRIPTION OF CITY FACILITY | SQUARE FOOTAGE | FREQUENCY PER WEEK | UNIT PRICE |
|---|---|---|---|
| CITY HALL 1 | 2,280 | 5 | $830.00 |
| CITY HALL 2 | 2,256 | 5 | $830.00 |
| CITY COUNCIL CHAMBER | 1,920 | 5 | $275.00 |
| COMMUNITY CENTER | 8,956 | 5 | $1350.00 |
| THE YOUTH CENTER | 3,419 | 5 | $717.00 |
| PUBLIC WORKS BREAKROOM | 1,800 | 5 | $450.00 |
| PUBLIC WORKS GARAGE OFFICES | 1,600 | 5 | $380.00 |
| PRESCHOOL BUILDING | 1,100 | 5 | $430.00 |
| | | TOTAL | $5262.00 |

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

**Proposal Schedule Total:** $5262.00

**Proposal Schedule Total (in word):** Monthly proposal schedule of five thousand, two hundred and sixty two dollars and zero cents.

Joncowest
**Company Name of Proposer**

1/3/2022
**Date**

# Pattie Patrick

## Facilities Manager

13692 Aspen Leaf Lane
Eastvale, CA 92880
(956) 784-5787
help@joncowest..com

### SKILLS

Multi-tasking, Billing, Accounts Payable & Receivables, Procurements, Bidding, Estimates, Payroll, Bookkeeping, Proficiency in MS Office and Outlook, Manages vendor relationships and trains, Conducts financial/business analysis, Ability to lead, Negotiates major projects.

### EXPERIENCE

**JoncoWest, Eastvale, California** - *Executive Manager*
April 2015 - PRESENT

- Responsible for all operations, acting as contact for all staff, prospects, community organizations, government agencies and the public.
- Supervises, directs, and motivates staff
- Develops annual operating and capital budgets. Aggressively anticipates and minimizes negative budget variances and deficits.

**Fresh Start, Corona, California** - *Housekeeping Manager*
September 2012 - October 2014

- Handle all work schedules and manage open positions, vacations and absenteeism to ensure that all work is completed per statement of work.
- Inspects customer accounts to verify quality of work and compliance with site specific procedures and customer's statement of work.

### EDUCATION

**Ohio State University,** - *BS in Business Managment*

April 1982 - October 1986

Acquired proficiency in communication, entrepreneurship, finances, and data sciences and operations.

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# Elsa Jones

18081 Biscayne blvd Aventura, FL 33160 (956) 460-1812, Email: Elsaj@joncowest.com

handling disputes.

## EXPERIENCE

### JoncoWest LLC, Corona,CA — Human Resources Recruiter

Manage all phases of recruitment, including defining hiring management needs and posting positions.

Support Employee relocation by helping new hires

Communicate the duties, compensation, benefits

and working condations Conducting Employee

on-boarding and help organizing training

Performance Management and employee

engagement

Provided guidance on Employee relations and matters of corrective action

Managed company organizational structure, roles, responsibilities, and staffing Levels

### Phuff Industries, Los angeles,CA — *Human Resources*

*January 2016 - July 2018*

Implemented effective HR policies to ensure all practices are in compliance with Labor and employment regulations

Perform General administrative tasks, Document creation, and answering phone

Facilitate employee performance and review quarterly and annually

Dealt with difficult staffing duties including understaffing, firing,disciplinary procedures and

## EDUCATION

### Columbus State, Industrial relations
**550 E. Spring Street, Columbus OH 43215**

*Spring 2009-Spring 2011*

Associates of Science Degree

Transfer for Bachelor of Business Administration

## SKILLS

Employee Relations Onboarding

Scheduling

HRM specialist

Coaching

Communication skills Administrative Task

Proactivity.

**Iris Martinez** 13051 Ramona Ave. Unit #27 Chino, CA. 91710 (909) 242-1621
Irismartinez1978.im@gmail.com

## Skills

Ability to train and supervise Janitorial, Sanitation and Facilities technicians Engages in Facility strategies and partners up with all facility stakeholders to ensure execution is accomplished High Technical Capacity, Good Time Management and organizational skills. Leadership and Problem-solving skills, Strong analytical skills, Safety minded and able to multi-task Proactive approach instead of reactive Strong communication skill and Bilingual in Spanish

## Experience

April 2019 - PRESENT
**Joncowest, Walmart Fullfilment Center** - *Operations Manager*

- Scheduling and overseeing all maintenance-related work by managing a team of maintenance technicians and janitors
- Oversee and direct maintenance
- Maintain and coordinate scheduled and unscheduled staff.

March 2010 - April 2019
**Jack in the Box Inc. Chino Califorina** - *Shift Supervisor*

- Lead the team members in achieving the shift targets according to franchise standards (i e safety, food quality, sanitation, cleanliness, and customer service)
- Performed administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift
- Perform administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift.

October 2000 - November 2005
**McDonald's Inc. Southern California** - *Assistant Manager*

- Oversees the people, processes, and operations for store location
- Establishes and reviews unit-specific performance targets in guest service
- Trains coaches, and supports managers through planning, goal setting and utilizing success routines.

## Education

May 2006 - July 2008
**Chaffey College, 5897 College Park Avenue Chino, CA 91710** - *Associates of Arts (AA)*

**Concentration on English and Psychology**

# Cloys Jones

## Regional Manager

**Cloys Jones**
13156 Baxter Springs Drive
Rancho Cucamonga, CA 91730

614 602 7700
jimmco@gmail.com

## Skills

Excellent verbal and written communication skills. Ability to speak effectively before groups of customers or employees of organizations. Ability to read and interpret documents such as; safety rules, operating and maintenance instructions and procedure manuals. Ability to write routine reports and correspondence. Intermediate Microsoft Suite computer skills required. (Word, Excel, PowerPoint, Project, etc.)

## Experience

**Joncowest / Facilities Manager**
May 2018 - PRESENT, Chino, California

Selects and assigns staff. Maintains records, prepares reports, and composes correspondence relative to the work. Evaluates and verifies employee performance. Train and supervise Janitorial, Sanitation and Facilities technicians.

**Jonco Chemical Company / Floor Manager**
April 2010 - June 2018, Columbus, Ohio

Safely and efficiently operated equipment through proactive preventive maintenance. Monitor the maintenance and upkeep of all mechanical equipment. Utilizes various equipment for scrubbing, buffing and waxing floors. Performed minor repairs as may be required.

**JD Atlas Commercial / Janitorial Manager**
May 2000 - October 2010, Columbus Ohio

Working Supervisor. Sweeps, vacuums, mops, scrubs, waxes and polishes floors using industrial vacuum cleaners and scrubbing and buffing machines.

## Education

**Columbus State Community College / Business Management Cert.**
March 2008 - December 2008, Columbus, Ohio

- organizational management
- Organizational Behavior
- Marketing
- Accounts
- Human Resource Management

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# BRANDI JONES

(714)406-1013 Brandikj@gmail.com

130 Valley St Pasadena, CA 91105

## Experience:

### WALMART DISTRIBUTION (SUPERVISOR) — 11/20 - 03/20 LOS ANGELES

- To get involved in performance management of associates (e.g. sickness/ absence, lateness, returns to work, etc.)
- To solve and manage customer issues as they arise and refer to the senior management team when necessary
- To assist in the development and retention of an effective team
- To ensure good housekeeping is maintained throughout all areas in the store, and to communicate with the senior management team in case an incident happens
- To communicate with the management team on a daily basis with information regarding personnel, product and procedures

### STAPLES (SHIFT SUPERVISOR) — 04/17 - 03/20 LOS ANGELES, CA

- Creates a work environment that promotes teamwork, recognition, mutual respect and employee satisfaction
- Notifies Pit Manager and/or Shift Manager immediately of any unusual activity of high limit play
- Controls and directs games in progress by monitoring and providing assistance and dealer correction
- Provides and monitors on-the-job training for Dealers to ensure staff receives adequate guidance, resources, and information for adequate job performance
- Provide recognition and improvement coaching's for Team Members in accordance with company policy
- Provide top level customer service by answering questions, resolving disputes and filling requests

### TUESDAY MORNING (SUPERVISOR) — 07/14 - 02/17 DALLAS, TX

- Acts as store manager in the absence of the Manager and Assistant Manager
  - Develop and retain talented employees, by recognising and rewarding performance through monthly development plans and annual performance reviews
  - Perform good customer service by assisting customers in person or on the phone. Provide information to customers on current product features and benefits
  - Assist Store and Assistant Managers in managing all personnel, product and merchandising functions, business processes and store results
  - Attends mall/center management meetings in the absence of the General Manager / Associate Manager
  - Assists with daily management responsibilities of the store
  - Assist in recruiting, training and developing Sales Associates

---

## Education — University of Austin 2012 - 2016 - Bachelor of Science

## Skills

- Excellent ability to monitor and manage the customer service experience on the sales floor
- Strong verbal communication skills with demonstrated leadership ability - coach, observe and provide feedback
- Working knowledge of basic cleaning chemicals and equipment
- Ability to coach and motivate a team to exceed sales and profit results
- Detail oriented and highly organized
- Excellent ability to monitor and manage customer service on the sales floor
- The work conditions are representative and typical of similar jobs in comparable organizations
- Proficient with office tools, including Windows, and Microsoft Office

# JANITORIAL SERVICES AGREEMENT
## Joncowest LLC.

THIS AGREEMENT FOR JANITORIAL SERVICES ("Agreement") is made and entered into, to be effective this 28 day of February 2022 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Joncowest, LLC ("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 janitorial services for City facilities.

B. In response to City's formal Request for Proposals No. 2020-11 (RFP), dated December 15, 2021, Contractor has submitted to City a written proposal, dated January 4, 2022, to provide the desired janitorial services.

D. City desires to engage Contractor to provide such janitorial 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 Los Alamitos Janitorial Services Proposal, dated January 4, 2022, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

**1.1.1 Contract Documents.** This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2021-11, dated December 15, 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; (2rd) 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 five thousand two hundred and sixty-two Dollars ($5,262.00) per month. 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 one (1) year, ending on February 28, 2023. Upon mutual written agreement of the Parties, the Agreement may be extended for up to two additional one (1) year terms through February 28, 2025.

## 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: Pattie Patrick. 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 – JONCOWEST LLC.

**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:**

Joncowest LLC
268 N. Lincoln Avenue, Suite 8
Corona, CA 92882
help@joncowest.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**

DocuSigned by:
By: Shelley Hasselbrink
AF57F110E7A146D...
Shelley Hasselbrink 3/29/2022
Mayor

**APPROVED AS TO FORM.**

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt 3/29/2022
City Attorney

**ATTEST:**

DocuSigned by:
By: Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk 3/29/2022

**"Contractor"**

**Joncowest LLC**

DocuSigned by:
By: pattie patrick
3566296AC001450...
Pattie Patrick 3/29/2022
Owner
pattiep@joncowest.com

DocuSigned by:
By: JJ
3D94199E8BF84E1...
Jaheyla Jones 3/28/2022
Chief Operations Officer (COO)
jj.patrick@joncowest.com

DocuSign Envelope ID: 07F6A61A-463C-43B2-9383-F89DD55F3153

# Exhibit A

## Scope of Services and Standard of Performance

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CITY OF
Los Alamitos
California

**Response to Request for Proposals:**

**RFP 2021-11 Janitorial Services for City Facilities**

**Submitted By:**

JONCO WEST

Joncowest LLC
268 N Lincoln Ave
Suite 8
Corona, CA 92882

**Contact Person:**

Pattie Patrick, Manager
Phone: 424-526-6241
Email: help@joncowest.com

**Date Submitted:**

January 4, 2022

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January 4, 2022

Attn: Ron Noda
Development Services Director
City of Los Alamitos

3191 Katella Avenue
Los Alamitos, CA 90720

RE: Janitorial Services for City Facilities

Dear Mr. Noda:

On behalf of Joncowest LLC (Joncowest), I am pleased to submit this Proposal to the City of Los Alamitos.

Joncowest has assessed the needs considered the needs of the City and has created a team with the essential knowledge and experience required to carry out the scope of project and functions described. Joncowest ensures customers satisfaction and completion of projects through our transition plan and efficient communication.

This proposal highlights Joncowest's years of experience, staff capabilities and provides references to a few of many satisfied customers. Additionally, our proposal's submission is in accordance with the terms and conditions outlined in the Request for Proposal document and will remain valid for at least 90 days after the due date.

If any additional information is required about our firm or this proposal, please do not hesitate to contact Pattie Patrick. Pattie has the authority to bind Joncowest LLC to a contract with the City of Los Alamitos.

Best regards,

Pattie Patrick, Manager

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## B. Company Data

| | |
|---|---|
| Official Firm Name and Address | Joncowest LLC<br>268 N. Lincoln Ave Suite 8<br>Corona, CA 92882 |
| Point of Contract | Pattie Patrick, Owner<br>268 N Lincoln Ave Suite 8<br>Corona, CA 92882<br>Phone #: 424-526-6241<br>Email: help@joncowest.com |
| Type of Entity | Limited Liability Corporation |
| Federal Employer I.D. Number | 46-3329567 |
| Firm's Location | 268 N Lincoln Ave Suite 8<br>Corona, CA 92882<br>Phone #: 424-526-6241 |
| Ownership Statement | Joncowest LLC is not owned by another company or individual |
| Number of Years in Business | 46 years |
| All Current Comparable Contracts | See Provided References |
| Areas of Specialization | Government and Commercial janitorial services |
| Failure or Refusal to Complete a Contract | None |
| Financial Interests in Other Lines of Business | None |
| Known Conflicts of Interest | None |

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# C. PROPOSAL

## Letter of Introduction

Joncowest understands that transitioning to a new janitorial provider can be an undertaking filled with the unknown. We plan to formulate a plan which provides a seamless transition for the City of Los Alamitos.

Drawing on our years of experience in the janitorial industry, Joncowest will provide superior service on time and on budget. Our dedicated team has reviewed the scope of services, walked the job site, and has developed a comprehensive service plan which will go above and beyond the City of Los Alamitos expectations.

In the following pages, Joncowest will lay out our roadmap towards fulfilling the project RFP# 2021-06. Our roadmap includes: Transition Plan, Staff Training, Equipment Training, and Quality Control.

## Firm's Approach to Delivering the Scope of Services

### Transition Plan

Joncowest performs a Phase-In stage with each new contract. Our Project Manager will take several steps to ensure our familiarization with each site's unique requirements and operations.

During the Phase-In stage we will develop schedules and protocols for the assigned team members

Preparation/Start-up and planning will involve:

- Contracting Meeting with Customer
- Site Walk Through
- Development of a Requirements Check List
- Facility Condition Report covering any Pre-Existing Performance Concerns
- Site Specific Training for Cleaning Technicians and Supervisors
- Badging/Background processing
- Contract Deliverables
- Establishing Contractor Storage Space
- Facility Condition Report (current performance)
- Safety Procedures
- Security Requirements
- Uniforms Including Required PPE

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- Vendor/Ordering Materials & Equipment/Training
- Work Plan/ Orientation

The Phase-In stage is the key to our successful track record of providing exceptional janitorial services to government agencies and commercial clientele.

## Staffing Training

While the executive staff of Joncowest are working with the City of Los Alamitos to provide a seamless transition of services, our Human Resources team will be working on training our staff, so they are ready to begin work fully prepared on day one.

Joncowest training consists of:

**Basic Office Cleaning** — Detailing the systematic steps to daily office cleaning covering, desk servicing, trash removal, general dusting, and floor care. This includes viewing training media and demonstrations of the proper techniques to use. Emphasis is on quality cleaning, proper product use, and safety.

**Disinfectant Surface Cleaning** — Detailing the systematic steps to daily surface cleaning covering desk, cabinets, phones, tables, appliances, fixtures, door handles, and sinks.

**Ground Rules for Professional Custodians** — Enforcing the establishment of a professional attitude in all custodial workers includes the instilling of pride in workmanship and total awareness of our quality requirements. Also the strategic approach in focusing on the "do's and don'ts" in such areas as personal conduct, security, cleaning techniques, customer relations, building mechanical controls, energy conversation, and work patterns are highly emphasized.

**Specific Contract Training** – Each contract and location is unique within itself. Inclusive in our training is a customized training program for specific requirements in the contract from cleaning task to security and safety requirements. We also address government furnished property, tenant missions, physical security, fire and traffic regulations.

**Basic Rest Room Cleaning** — Proper procedures for cleaning, disinfecting, and servicing of fixtures and accessory items found in all rest rooms are covered in great detail including viewing recorded with a demonstration of the proper techniques. Again, emphasis is on quality cleaning, proper product use, and safety.

**Daily Floor Maintenance** — Covering basic procedures to care for both carpet and tile floor surfaces using such techniques as micro flat mop dusting, spray buffing, wet flat mopping and damp flat mopping, and HEPA vacuuming as requested per the RFP #2021-06.

**Material Training**
All newly hired employees will be required to attend our standard orientation/training as part of our hiring process. This training includes specific training on use of specialized equipment, supplies, and chemicals and is provided in partnership with our supply vendors, who by request can be physically on-site to assist in this training.

The success of this training will produce the following:

- Introductions to cutting-edge technologies designed to improve cleaning standards while reducing labor cost and hazards
- Installation of safer work practices that will comply with the City of Los Alamitos required measures of duties & responsibilities per the RFP #2021-06
- Trained Staff Members who will continually self-evaluate their work, ensuring that the results are reachable and satisfactory

**Equipment Training**

Equipment maintenance begins with the equipment operator. Each operator is trained in the proper use and care of equipment. Equipment that will be assigned to this contract complies with all Government safety standards. Included in each operator's job description is the requirement to clean and maintain the equipment after each use.

Inspection of the equipment's condition and cleaning of the equipment after each use is incorporated into our Quality Control Inspection Program. The Crew Leader incorporates the inspection of equipment into their daily responsibilities.

All equipment and tools provided by Joncowest shall be heavy-duty commercial grade equipment for performance of the City of Los Alamitos needs. Equipment showing signs of wear to the extent that a task cannot be performed will be promptly replaced.

All equipment shall have bumpers and guards to prevent marking or scratching fixtures, furnishings, or building surfaces. Electrical equipment used by Joncowest shall be UL approved, meeting OSHA requirements, and all other safety requirements as specified in RFP #2021-06.

**Quality Control**

Joncowest's traveling supervisor will be responsible for ensuring that our high cleaning standards are met. Our Supervisor will employ the following Quality Control process:

- **Inspections:** Facilities will be inspected on a regular schedule, along with weekly unannounced inspections. Using customized quality control inspection reports, the Supervisor will review the cleaning staffs work and note all findings.

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- **Deficiency Correction:** Any deficiencies found during the inspections are listed on the quality control reports. These deficiencies are corrected through employee coaching and training. Once the deficiencies have been corrected, the Supervisor documents the steps taken to correct the problem and the report is forwarded to the Project Manager for review.

- **Process Improvement**: The Project Team will review the quality control reports monthly to identify the root cause of any repetitive deficiencies and changes to the Joncowest training process, if necessary leading to remedying these deficiencies.

## Company Profile

Jonwest is certified with the Women's Business Enterprise National Council (WBENC) and California certified Small Business that has been actively engaged in providing residential and commercial janitorial services since 1975. Joncowest is a domestic LLC business entity that is registered with the California Secretary of State.

Located in Corona California, Joncowest offers a wide range of professional cleaning services for commercial and industrial locations. Our dedicated project team has decades of janitorial and facilities maintenance experience. Here at Joncowest we have a documented history of providing similar scopes of work to those outlined in the City of Los Alamitos' RFP #2021-06.

Joncowest has serviced over 20 million square feet of commercial space while adhering to the highest industry standards pertaining to safety, biohazards, sanitation, Covid-19 mitigation protocols, green cleaning, and customer service. Through our extensive training program and on-boarding process, Joncowest educates our employees on optimum cleaning standards that we apply to each opportunity we have to service out clientele.

## Principle Office Location

Joncowest will provide the janitorial services outlined in this solicitation from our Corona California facility.

## Qualifications of Assigned Personnel

### Proposed Project Team

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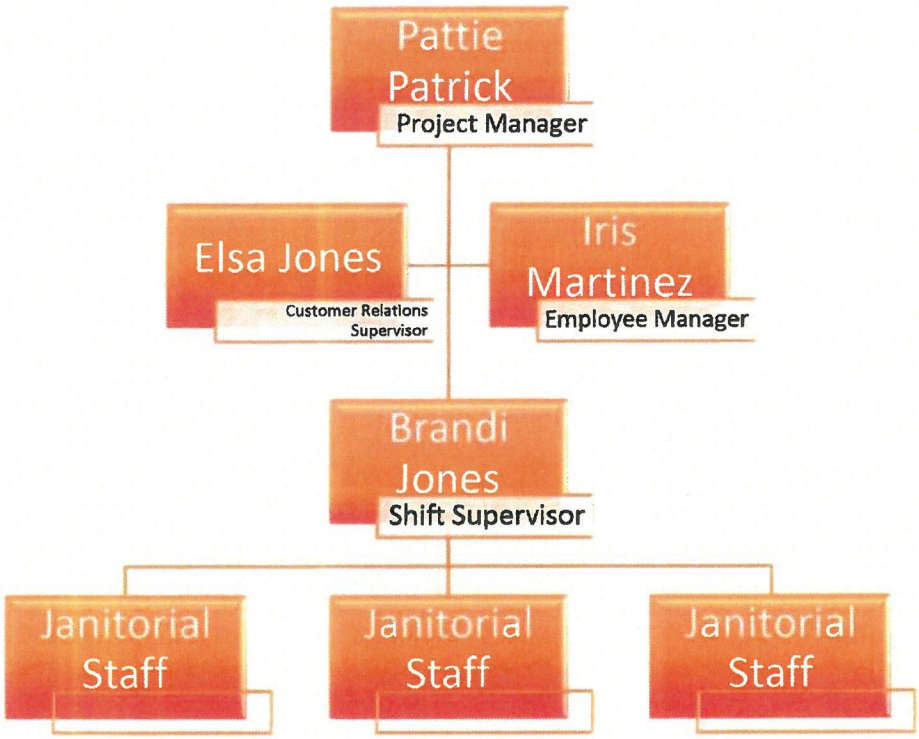


**Pattie Patrick, Project Manager**

Ms. Patrick will be responsible for the management of personnel, company assets, resources, health and safety protocols, training, coaching, and motivation of leadership staff.

**Iris Martinez, Employee Manager**

Ms. Martinez will be responsible for identifying and assigning Joncowest staff to the City of Los Alamitos RFP #2021-06. Ms. Martinez will assist in the overall direction, coordination, and evaluation of staff engaged in cleaning and maintaining the City of Los Alamitos locations.

**Elsa Jones, Customer Service Supervisor**

Ms. Jones will work with the City of Los Alamitos with regards to Joncowest policies, practices, and programs regarding safety. Ms. Jones will monitor all safety concerns and report any findings to the City of Los Alamitos Project Manager.

Ms. Jones will also oversee Joncowest's facility staffing, employee relations, equal opportunity acts, and health and safety policies and practices to ensure that all applicable provisions of federal and state labor laws including the maintenance of necessary files are adhered to.

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**Brandi Jones, Shift Supervisor**
Ms. Jones will be the Shift Supervisor and will provide janitorial staff leadership to manage the City of Los Alamitos. She will ensure that Joncowest's high cleaning standards are being met and all quality control documentation is completed and archived. Ms. Jones will also conduct quality control inspections, facility equipment inspections, and will ensure that the facility is properly maintained. When deficiencies are discovered, she will report them to the proper project contacts.

Full resumes provided as Attachment B

## References

### Reference 1: Walmart Fulfillment Center

| | Walmart Fulfillment Center<br>Multiple Centers: 8103, 7049, 8799, and 6561 |
|---|---|
| Contract Dates: | 10/15/2018 to present |
| Contact: | Randall Bishop<br>Facilities Manager<br>6720 Kimball Ave<br>Chino, CA 97108<br>Phone: (909) 313-3116 |

### Reference 2: City of Santa Barbara

| | City of Santa Barbara<br>Property Address: 1221 Anacapa Street<br>Santa Barbara, CA 93101 |
|---|---|
| Contract Dates: | 06/13/2020 to present |
| Contact: | Dion Tait, Supervisor<br>Facility Maintenace<br>1221 Anacapa Street<br>Santa Barbara, CA 93101<br>Phone: (805) 564-5657 |

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**Reference 3: City of Pasadena**

| | |
|---|---|
| | City of Pasadena<br>Property Address: 100 N Garfield Ave<br>Pasadena, CA 91101 |
| Contract Dates: | 05/16/2020 to present |
| Contact: | Michael Woolson, Management Analyst<br>City of Pasadena<br>100 N Garfield Ave<br>Pasadena, CA 91101<br>Office: (626) 744-7359 |

**Reference 4: California Highway Patrol**

| | |
|---|---|
| | California Highway Patrol Inland Division Air Operations<br><br>Sacramento, CA 95811 |
| Contract Dates: | 04/01/2020 to present |
| Contact: | Lila Peranteau, Office Technician<br>California Highway Patrol<br>601 North 7th Street<br>Sacramento, CA 95811<br>Office: (760) 240-8004 |

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**Reference 5: California Department of Motor Vehicles**

| | California Department of Motor Vehicles<br>Multiple Locations: Victorville, Barstow, & Needles |
|---|---|
| Contract Dates: | 01/01/2020 to present |
| Contact: | Victoria Prevost, SSM 1<br>California DMV<br>2415 First Ave<br>MS F106<br>Sacramento, CA 95818<br>Office: (916) 657-8772 |

## Cost Proposal

Section F: Proposal Schedule is provided as Attachment A. Below are the hourly rates for each service category:

Janitorial Staff
Team Member
$26.50 hourly rate includes blended rates
8 hours nightly
40 hours weekly
172 hours monthly

Project Manager/Upper Office Staff
$30.60 hourly rate includes blended rates
5.3 hours weekly
23 hours monthly

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## List of Personnel to be Assigned

The specific staff that will be assigned to each site are:

| Site | On-Site Personnel |
|---|---|
| City Hall 1 | Ivan Perez |
| City Hall 2 | Ivan Perez |
| City Council Chamber | Ivan Perez |
| Community Center | Ivan Perez |
| The Youth Center | Cloys Jones |
| Public Works Break Room | Cloys Jones |
| Public Works Garage | Cloys Jones |
| Preschool Building | Cloys Jones |

## Insurance

Joncowest has reviewed the insurance requirements set forth by the City of Los Alamitos, RFP #2021-06 and affirms that they can provide requested proof and documentation as described and said insurance will be in force at the time of contract execution.

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## ATTACHMENT A: COST PROPOSAL FORM

## ATTACHMENT B: RESUMES

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## SECTION F
## PROPOSAL SCHEDULE

### REQUEST FOR PROPOSAL (RFP) 2021-06
### TRAFFIC SIGNAL MAINTENANCE SERVICES
### IN THE CITY OF LOS ALAMITOS, CALIFORNIA

| DESCRIPTION OF CITY FACILITY | SQUARE FOOTAGE | FREQUENCY PER WEEK | UNIT PRICE |
|---|---|---|---|
| CITY HALL 1 | 2,280 | 5 | $830.00 |
| CITY HALL 2 | 2,256 | 5 | $830.00 |
| CITY COUNCIL CHAMBER | 1,920 | 5 | $275.00 |
| COMMUNITY CENTER | 8,956 | 5 | $1350.00 |
| THE YOUTH CENTER | 3,419 | 5 | $717.00 |
| PUBLIC WORKS BREAKROOM | 1,800 | 5 | $450.00 |
| PUBLIC WORKS GARAGE OFFICES | 1,600 | 5 | $380.00 |
| PRESCHOOL BUILDING | 1,100 | 5 | $430.00 |
| | | TOTAL | $5262.00 |

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

**Proposal Schedule Total:** $5262.00

**Proposal Schedule Total (in word):** Monthly proposal schedule of five thousand, two hundred and sixty two dollars and zero cents.

Joncowest
**Company Name of Proposer**

1/3/2022
**Date**

# Pattie Patrick

## Facilities Manager

13692 Aspen Leaf Lane
Eastvale, CA 92880
(956) 784-5787
help@joncowest..com

### SKILLS

Multi-tasking, Billing, Accounts Payable & Receivables, Procurements, Bidding, Estimates, Payroll, Bookkeeping, Proficiency in MS Office and Outlook, Manages vendor relationships and trains, Conducts financial/business analysis, Ability to lead, Negotiates major projects.

### EXPERIENCE

**JoncoWest, Eastvale, California** - *Executive Manager*
April 2015 - PRESENT

- Responsible for all operations, acting as contact for all staff, prospects, community organizations, government agencies and the public.
- Supervises, directs, and motivates staff
- Develops annual operating and capital budgets. Aggressively anticipates and minimizes negative budget variances and deficits.

**Fresh Start, Corona, California** - *Housekeeping Manager*
September 2012 - October 2014

- Handle all work schedules and manage open positions, vacations and absenteeism to ensure that all work is completed per statement of work.
- Inspects customer accounts to verify quality of work and compliance with site specific procedures and customer's statement of work.

### EDUCATION

**Ohio State University,** - *BS in Business Managment*

April 1982 - October 1986

Acquired proficiency in communication, entrepreneurship, finances, and data sciences and operations.

13

# Elsa Jones

18081 Biscayne blvd Aventura, FL 33160 (956) 460-1812, Email: Elsaj@joncowest.com

handling disputes.

## EXPERIENCE

### JoncoWest LLC, Corona,CA — Human Resources Recruiter

Manage all phases of recruitment, including defining hiring management needs and posting positions.

Support Employee relocation by helping new hires

Communicate the duties, compensation, benefits

and working condations Conducting Employee

on-boarding and help organizing training

Performance Management and employee

engagement

Provided guidance on Employee relations and matters of corrective action

Managed company organizational structure, roles, responsibilities, and staffing Levels

### Phuff Industries, Los angeles,CA — *Human Resources*

*January 2016 - July 2018*

Implemented effective HR policies to ensure all practices are in compliance with Labor and employment regulations

Perform General administrative tasks, Document creation, and answering phone

Facilitate employee performance and review quarterly and annually

Dealt with difficult staffing duties including understaffing, firing,disciplinary procedures and

## EDUCATION

### Columbus State, Industrial relations
**550 E. Spring Street, Columbus OH 43215**

*Spring 2009-Spring 2011*

Associates of Science Degree

Transfer for Bachelor of Business Administration

## SKILLS

Employee Relations Onboarding

Scheduling

HRM specialist

Coaching

Communication skills Administrative Task

Proactivity.

**Iris Martinez** 13051 Ramona Ave. Unit #27 Chino, CA. 91710 (909) 242-1621
Irismartinez1978.im@gmail.com

## Skills

Ability to train and supervise Janitorial, Sanitation and Facilities technicians Engages in Facility strategies and partners up with all facility stakeholders to ensure execution is accomplished High Technical Capacity, Good Time Management and organizational skills. Leadership and Problem-solving skills, Strong analytical skills, Safety minded and able to multi-task Proactive approach instead of reactive Strong communication skill and Bilingual in Spanish

## Experience

April 2019 - PRESENT
**Joncowest, Walmart Fullfilment Center** - *Operations Manager*

- Scheduling and overseeing all maintenance-related work by managing a team of maintenance technicians and janitors
- Oversee and direct maintenance
- Maintain and coordinate scheduled and unscheduled staff.

March 2010 - April 2019
**Jack in the Box Inc. Chino Califorina** - *Shift Supervisor*

- Lead the team members in achieving the shift targets according to franchise standards (i e safety, food quality, sanitation, cleanliness, and customer service)
- Performed administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift
- Perform administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift.

October 2000 - November 2005
**McDonald's Inc. Southern California** - *Assistant Manager*

- Oversees the people, processes, and operations for store location
- Establishes and reviews unit-specific performance targets in guest service
- Trains coaches, and supports managers through planning, goal setting and utilizing success routines.

## Education

May 2006 - July 2008
**Chaffey College, 5897 College Park Avenue Chino, CA 91710** - *Associates of Arts (AA)*

**Concentration on English and Psychology**

# Cloys Jones

## Regional Manager

**Cloys Jones**
13156 Baxter Springs Drive
Rancho Cucamonga, CA 91730

614 602 7700
jimmco@gmail.com

## Skills

Excellent verbal and written communication skills. Ability to speak effectively before groups of customers or employees of organizations. Ability to read and interpret documents such as; safety rules, operating and maintenance instructions and procedure manuals. Ability to write routine reports and correspondence. Intermediate Microsoft Suite computer skills required. (Word, Excel, PowerPoint, Project, etc.)

## Experience

**Joncowest / Facilities Manager**
May 2018 - PRESENT, Chino, California

Selects and assigns staff. Maintains records, prepares reports, and composes correspondence relative to the work. Evaluates and verifies employee performance. Train and supervise Janitorial, Sanitation and Facilities technicians.

**Jonco Chemical Company / Floor Manager**
April 2010 - June 2018, Columbus, Ohio

Safely and efficiently operated equipment through proactive preventive maintenance. Monitor the maintenance and upkeep of all mechanical equipment. Utilizes various equipment for scrubbing, buffing and waxing floors. Performed minor repairs as may be required.

**JD Atlas Commercial / Janitorial Manager**
May 2000 - October 2010, Columbus Ohio

Working Supervisor, Sweeps, vacuums, mops, scrubs, waxes and polishes floors using industrial vacuum cleaners and scrubbing and buffing machines.

## Education

**Columbus State Community College / Business Management Cert.**
March 2008 - December 2008, Columbus, Ohio

- organizational management
- Organizational Behavior
- Marketing
- Accounts
- Human Resource Management

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# BRANDI JONES

(714)406-1013 Brandikj@gmail.com

130 Valley St Pasadena, CA 91105

## Experience:

### WALMART DISTRIBUTION (SUPERVISOR) — 11/20 - 03/20 LOS ANGELES

- To get involved in performance management of associates (e.g. sickness/ absence, lateness, returns to work, etc.)
- To solve and manage customer issues as they arise and refer to the senior management team when necessary
- To assist in the development and retention of an effective team
- To ensure good housekeeping is maintained throughout all areas in the store, and to communicate with the senior management team in case an incident happens
- To communicate with the management team on a daily basis with information regarding personnel, product and procedures

### STAPLES (SHIFT SUPERVISOR) — 04/17 - 03/20 LOS ANGELES, CA

- Creates a work environment that promotes teamwork, recognition, mutual respect and employee satisfaction
- Notifies Pit Manager and/or Shift Manager immediately of any unusual activity of high limit play
- Controls and directs games in progress by monitoring and providing assistance and dealer correction
- Provides and monitors on-the-job training for Dealers to ensure staff receives adequate guidance, resources, and information for adequate job performance
- Provide recognition and improvement coaching's for Team Members in accordance with company policy
- Provide top level customer service by answering questions, resolving disputes and filling requests

### TUESDAY MORNING (SUPERVISOR) — 07/14 - 02/17 DALLAS, TX

- Acts as store manager in the absence of the Manager and Assistant Manager
  - Develop and retain talented employees, by recognising and rewarding performance through monthly development plans and annual performance reviews
  - Perform good customer service by assisting customers in person or on the phone. Provide information to customers on current product features and benefits
  - Assist Store and Assistant Managers in managing all personnel, product and merchandising functions, business processes and store results
  - Attends mall/center management meetings in the absence of the General Manager / Associate Manager
  - Assists with daily management responsibilities of the store
  - Assist in recruiting, training and developing Sales Associates

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## Education — University of Austin 2012 - 2016 - Bachelor of Science

## Skills

- Excellent ability to monitor and manage the customer service experience on the sales floor
- Strong verbal communication skills with demonstrated leadership ability - coach, observe and provide feedback
- Working knowledge of basic cleaning chemicals and equipment
- Ability to coach and motivate a team to exceed sales and profit results
- Detail oriented and highly organized
- Excellent ability to monitor and manage customer service on the sales floor
- The work conditions are representative and typical of similar jobs in comparable organizations
- Proficient with office tools, including Windows, and Microsoft Office

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 12A**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Ron Noda, Development Services Director**

**Subject:** **2022 Building Standards Code and Fire Code Adoption**


**SUMMARY**

The State's Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. Every three years the State of California adopts model building codes. The 2022 California Building Standards Code will take effect on January 1, 2023. The City is charged with adopting local amendments necessary for local conditions before the end of the year in order for the amendments to be effective. The attached Ordinances implement the adoption.


**RECOMMENDATION**

1. Open the Public Hearing and take testimony: and,

2. Adopt Ordinance No. 2022-05, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS,CALIFORNIA, AMENDING CHAPTER 15.04 OF TITLE 15 OF THE LOSALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THECALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OFREGULATIONS, TITLE 24) CONSISTING OF: THE 2022 CALIFORNIAADMINISTRATIVE CODE; THE 2022 CALIFORNIA BUILDING CODE,INCLUDING APPENDIX J; THE 2022 CALIFORNIA RESIDENTIAL CODE,INCLUDING APPENDICES AX; THE 2022 CALIFORNIA ELECTRICALCODE; THE 2022 CALIFORNIA MECHANICAL CODE; THE 2022CALIFORNIA PLUMBING CODE; THE 2022 CALIFORNIA ENERGY CODE;THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA GREENBUILDING STANDARDS CODE; AND THE 2022 CALIFORNIAREFERENCED STANDARDS CODE, TOGETHER WITH CERTAINAMENDMENTS, ADDITIONS, AND DELETIONS; AND ADOPTING THE 2021INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2021INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITHCERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS"; and,

3. Adopt Ordinance No. 2022-06, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE TITLE 15 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THE CALIFORNIA CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), INCLUDING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS".

## BACKGROUND

The State's Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations) every three years. The 2022 Edition of the California Code of Regulations Title 24, which incorporates the below-listed model codes, becomes effective on January 1, 2023. The State of California Building Standards Commission has adopted the 2022 California Building Standards Code, which includes the following codes:

| *California Building Standards Code* | *Reference Model Code* |
|---|---|
| 2022 California Building Code | 2021 International Building Code (ICC) |
| 2022 California Residential Code | 2021 International Residential Code (ICC) |
| 2022 California Green Building Standards Code | |
| 2022 California Plumbing Code | 2021 Uniform Plumbing Code (IAPMO) |
| 2022 California Mechanical Code | 2021 Uniform Mechanical Code (IAPMO) |
| 2022 California Electrical Code | 2020 National Electrical Code (NFPA) |

The construction codes proposed for adoption by reference or with amendments include the following:

2022 California Administrative Code
2022 California Building Code
2022 California Residential Code
2022 California Green Building Standards Code
2022 California Energy Code
2022 California Plumbing Code
2022 California Mechanical Code
2022 California Electrical Code
2022 California Existing Building Code
2022 California Historical Building Code
2022 California Referenced Standards Code
2021 International Property Maintenance Code
2021 International Swimming Pool and Spa Code

The Development Services Department is recommending that changes and modifications be made to the above referenced codes, and such changes are reasonably necessary due to local climatic, topographic and geographic conditions in Los Alamitos. Other modifications are of an administrative or procedural nature and concern themselves with subjects that are not covered by the codes or are reasonably necessary to safeguard life and property within the city.

The Public Hearing Notice for this meeting was published in the News Enterprise on November 2, 2022.

## DISCUSSION

The attached ordinance sets forth the necessary findings to enable the City to amend the new construction codes to reflect our local conditions. The attached ordinance incorporates the following amendments to reflect our local conditions:

1. **Roofing Materials**: Due to the serious hazard of rapid fire spread in local high winds, minimum Class B roof covering is specified and the use of untreated wood roofs is prohibited for new buildings and re-roofing of existing buildings. This provision already exists from the previous code adoption cycle. (Building Code Section 1505 and Residential Code Section R902)
2. **Concrete and Masonry Foundation Walls**: Due to the high seismic area in Orange County, prescriptive design of concrete and masonry foundation walls that are laterally supported at the top and bottom is prohibited. (Building Code Section 1807.1.6)
3. **Swimming Pool Barrier**: The warm, dry climate in the region is conducive to swimming pools which create a higher probably of child drowning where pools are unprotected. This provision already exists from the previous code adoption cycle. (Building Code Section 3109.2 and Residential Code Appendix V)
4. **Small Wire Installation**: Due to frequent improper installation of certain conductor material, additional provisions are required to minimize shock or fire hazard. These provisions already exist from the previous code adoption cycle. (Electrical Code Article 310.106(B) and 310.121)

The proposed amendments are consistent with the Orange County Code Uniformity Group and have the support of the Orange County Building Industry Association. The remainders of the proposed amendments are administrative or procedural in nature, such as defining the size of addresses for the Building Code to be consistent with the requirements of our Los Alamitos Municipal Code.

**Orange County Fire Authority (OCFA) changes**

Orange County Fire Authority is providing amendments to the code with the goals to maximize alignment between OCFA and State-adopted requirements and to reduce amendments to only those that are necessary and practical to ensure that they:

a. Address local conditions (climate, geology, topography).
b. Are necessary from a life-safety/firefighting/fire prevention standpoint.
c. Are necessary from an administrative standpoint, and/or practical from an enforcement standpoint.

For this round of Code adoption there are 75 amendments summarized by OCFA as follows:

- 48 are being carried forward either as-is or with minor clerical/editorial changes.
- 2 are revisions to the language set forth with the 2022 amendments.
    - 12 are items being deleted, some of which address mobile fueling (specifically prohibiting on-demand mobile fueling) and specifications for battery charging systems.
    - 2 are new amendments that address the outdoor piling of combustible materials

at commercial facilities.

Tonight is the first reading of the proposed Ordinances. The second reading will be occur during a Public Hearing at the next City Council meeting. Following the second reading and adoption, the Ordinances would go into effect 30 days after adoption.

**FISCAL IMPACT**

None.

Attachment:
1. Ordinance 2022-05 - Building Code
2. Ordinance 2022-06 - Fire Code

**ORDINANCE NO. 2022-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 15.04 OF TITLE 15 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24) CONSISTING OF: THE 2022 CALIFORNIA ADMINISTRATIVE CODE; THE 2022 CALIFORNIA BUILDING CODE, INCLUDING APPENDIX J; THE 2022 CALIFORNIA RESIDENTIAL CODE, INCLUDING APPENDICES AX; THE 2022 CALIFORNIA ELECTRICAL CODE; THE 2022 CALIFORNIA MECHANICAL CODE; THE 2022 CALIFORNIA PLUMBING CODE; THE 2022 CALIFORNIA ENERGY CODE; THE 2022 CALIFORNIA HISTORICAL BUILDING CODE; THE 2022 CALIFORNIA EXISTING BUILDING CODE; THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; AND THE 2022 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS; AND ADOPTING THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS.**

**WHEREAS,** pursuant to California Government Code Section 50022.1 *et seq.*, the City of Los Alamitos ("City") may adopt by reference the California Building Standards Code, 2022 Edition, as provided in Title 24 of the California Code of Regulations; the 2021 International Property Maintenance Code and the 2021 International Swimming Pool and Spa Code; and,

**WHEREAS,** the California Building Standards Commission recently adopted new amendments to the California Building Standards Code, which will become effective statewide on January 1, 2023; and,

**WHEREAS,** California Health & Safety Code Sections 17958 *et seq.,* and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS,** based upon the recommendations of the Building Official, the City Council finds that the proposed amendments to the 2022 California Building Standards Code set forth in this Ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and,

**WHEREAS,** on October 17, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 14, 2022; and,

**WHEREAS,** the City Council held a public hearing on November 14, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of

adopting the 2022 California Building Standards Code as amended herein, as well as, the adoption of the 2021 International Property Maintenance Code and the 2021 International Swimming Pool and Spa Code; and,

**WHEREAS,** pursuant to Government Code Section 6066, the City published notice of the aforementioned public hearing; and,

**WHEREAS,** any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings.

A. Health and Safety Code Section 17958 et seq., authorizes the City to adopt ordinances and regulations imposing the same requirements as are contained in the California Building Standards Code (California Code of Regulations, Title 24) adopted by the State pursuant to Health and Safety Code Section 17922. Health and Safety Code Sections 17958.5 and 18941.5 permit the City to make changes or modifications to the California Building Standards as are reasonably necessary because such changes or modifications are needed due to climatic, geographic, or topographic conditions.

B. The Fire Official and City Building Official recommend that certain changes and modifications to the 2022 California Building Standards are reasonably necessary due to local conditions within the City, certain changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the California Building Standards Code, and certain changes and modifications are reasonably necessary to safeguard life and property within the City of Los Alamitos.

C. Findings of local conditions are set forth in Exhibit “A” of this Ordinance and incorporated herein by reference. Such findings demonstrate the need for amendments to the 2022 California Building Standards are reasonably necessary because of local climatic, geological, or topographical conditions.

SECTION 2. Chapter 15.04 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

## Chapter 15.04 BUILDING CODES

**15.04.010 Construction codes adopted.**

**15.04.020 Amendments to the 2022 California Building Code.**

**15.04.030 Amendments to the 2022 California Residential Code.**

**15.04.040 Amendments to the 2022 California Electrical Code.**

**15.04.050 Amendments to the 2021 International Property Maintenance Code.**

**15.01.060 Amendments to the 2021 International Swimming Pool and Spa Code.**

**15.04.010 Construction codes adopted.**

A. For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, maintenance, equipment uses, height, and area of buildings and structures, the following construction codes subject to the modifications set forth in this Chapter, are hereby adopted:

1. The 2022 California Administrative Code (Title 24, Part 1);
2. The 2022 California Building Code (Title 24, Part 2), including the administrative provisions included in Division II of Chapter 1 and Appendix J, based on the 2021 International Building Code as published by the International Code Council;
3. The 2022 California Residential Code (Title 24, Part 2.5), including Appendix AX, based on the 2021 International Residential Code as published by the International Code Council;
4. The 2022 California Electrical Code (Title 24, Part 3), based on the 2020 National Electrical Code as published by the National Fire Protection Association;
5. The 2022 California Mechanical Code (Title 24, Part 4), based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;
6. The 2022 California Plumbing Code (Title 24, Part 5), based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;
7. The 2022 California Energy Code (Title 24, Part 6);
8. The 2022 California Historical Building Code (Title 24, Part 8);
9. The 2022 California Existing Building Code (Title 24, Part 10), based on the 2021 International Existing Building Code as published by the International Code Council;
10. The 2022 California Green Building Standards Code (Title 24, Part 11);
11. The 2022 California Referenced Standards Code (Title 24, Part 12);
12. The 2021 International Property Maintenance Code as published by the International Code Council; and
13. The 2022 International Swimming Pool and Spa Code as published by the International Code Council.

B. The Codes set forth in A.1 through A.13, as amended by this chapter shall constitute the Building Regulations of the City of Los Alamitos and shall be known as the City of Los Alamitos Building Code.

C. One (1) copy of all the above construction codes shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942 (d)(1) and made available for public inspection.

D. References in Documents and Continuing Legal Effect. References to prior editions of the Building Standards Code or the Municipal Code sections amended herein that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including specifically resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2022 Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the 2022 Building Standards Code adopted hereby. Any fee authorized by the above-referenced construction codes which was in effect in the city at the time of the adoption of this ordinance need not be re-adopted by resolution, and shall continue in effect, and remain unadjusted in amount unless and until the City Council adopts a resolution repealing the fee or establishing a different fee.

**15.04.020 Amendments to the 2022 California Building Code.**

**Section 101.1 Title** is amended to read as follows:

These regulations shall be known as the Building Code of City of Los Alamitos, hereinafter referred to as “this code.”

**Section 101.4 Referenced code** is deleted in its entirety (including sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6 and 101.4.7), and replaced with the following:

101.4. Referenced Codes. The California Codes listed in Section 1 of this Ordinance shall be considered part of the requirements of this code to the extent of each such reference.

**Section 104.8 Liability** is amended by adding a sentence to the end of the paragraph to read as follows:

The provisions of this section shall apply if the Building Official or his/her authorized representatives are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representatives are acting under contract as agents of this jurisdiction.

**Section 105.2 Work exempt from a permit** is amended by amending the following categories of work that are exempt from a building permit:

A. Section 105.2 “Building” Item 1 is amended to read as follows:

1. One story detached accessory structures used as storage sheds, playhouses or similar uses, provided the floor area is not greater than 120 square feet and the ceiling height is not over 7 feet.

B. Section 105.2 “Building” Item 2 is amended to read as follows:

2. Fences not over seven feet high and block walls not over three feet high.

C. Section 105.2 “Building” Item 4 is amended to read as follows:

4. Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

D. Section 105.2 “Building” Item 9 is amended to read as follows:

9. Prefabricated swimming pools accessory to a Group R occupancy that are less than 18 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

**Section 105.5 Expiration** is amended to read as follows:

**105.5. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months and, after its issuance, or if the work authorized on the site by such permit is suspended, abandoned or uncompleted for a period of 180 days after the work has commenced or 180 days past the last required inspection. The building official is authorized to grant one extension of time for not more than 180 days. The extension shall be requested in writing and justifiable cause demonstrated. No permit shall be extended more than once.

If work has been suspended or abandoned past 180 days, the permit shall be expired, and new permit(s) issued. The fee for such renewal of permit(s) shall be one half of the original permit fee or one half of the fee of the current adopted fee schedule at the time of renewal. Permits which have been abandoned and require only final inspection may be reissued at minimum fee or as determined by the building official.

**Section 105.8 Reconstruction** is added to read as follows:

**105.8. Reconstruction.** If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the existing habitable square footage of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall

include the value of all construction stemming from construction-related permits issued within the last two years.

**Section 107.3 Examination of documents** is amended to read as follows:

The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicted and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

An expedited review and permit issuance process shall be provided for EV Charging Stations and simplified forms for submittal will be made available on City's website.

**Section 113.1 General** is amended to read as follows:

**113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of five members and composed of the Mayor and the other members of the City Council. Said members shall hold their respective membership on said Board of Appeals by reason of, and concurrently with their terms of service as Council members and shall cease to be such members upon their ceasing to be Council members. The Building Official shall be the Secretary of the Board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters in writing to the Building Official, with duplicative copy thereof to any appellant or contestant affected by any such decision of finding.

Three members of the Board shall constitute a quorum. The Mayor shall be the presiding Officer of the Board. Meetings shall be conducted in accordance with the Brown Act.

The Board shall have the right, subject to such limits as the City Council may prescribe by resolution, to employ at the cost and expense of the City, such qualified individuals as the Board, in its discretion, may deem reasonably necessary in order to assist it in its investigations and making its findings and decisions.

**Section 113.3 Qualifications** is deleted in its entirety without replacement.

**Section 202 General Definitions** is amended by adding the following definitions:

**BARRIER.** Barrier is a fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

**SWIMMING POOL**. Any body of water created by artificial means which is designed, intended for use, or used for swimming or immersion purposes, which

has a water depth exceeding 18 inches. The term, “pool,” includes swimming pools, spas, hot tubs, above-and below-ground, and vinyl-lined pools; pool does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock.

**OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

**SPARK ARRESTER**. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.

2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

**Section 502.1 Address identification** is amended to read as follows:

**[F] 502.1 Address identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. For R-3 and other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

**Section 903.2 Where required** is amended to read as follows:

**[F] 903.2 Where required**. Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. **New buildings**: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-sprinklers system shall also be installed in all occupancies when the total building area, as defined in Section 202 of the California Building Code, exceeds 5,000 square feet (465 $m^2$), or more than two stories in height, regardless of fire areas or allowable area.

Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with California Residential Code Section R313.2.

2. **Existing buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

a. When the addition is 33% or more of the existing building area and the resulting building area, as defined in Section 202, exceeds 5000 square feet (465 $m^2$); or

b. When the addition exceeds 2,000 square feet (185.81 $m^2$) and the resulting building area, as defined in Section 202, exceeds 5,000 square feet (465 $m^2$); or

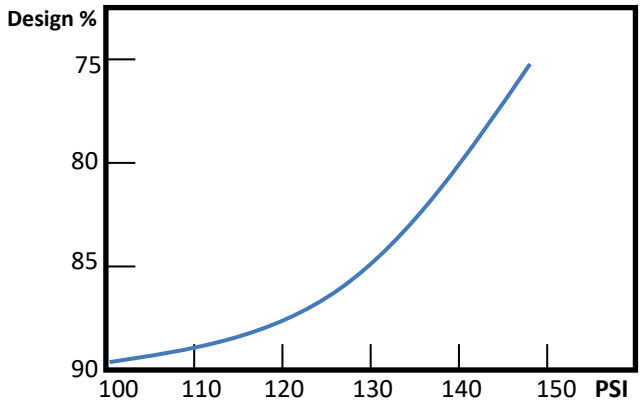
c. An additional story is added above the second floor regardless of fire areas or allowable area.

**Section 903.3.5.3 Hydraulically calculated systems** is added to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3**
**Hydraulically Calculated Systems**




**Section 1505.1 General** is amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

**TABLE 1505.1[a]**
**MINIMUM ROOF COVERING CLASSIFICATIONS**
**TYPES OF CONSTRUCTION**

| IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|---|---|---|---|---|---|---|---|---|
| B | B | B | B | B | B | B | B | B |

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 $m^2$.
a. Unless otherwise required in accordance with Chapter 7A.

**Section 1505.1.2 Roof coverings within all other areas** is amended to read as follows:

**1505.1.2 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

**Section 1803.1.1.1 Preliminary soils report** is amended to add the following:

The Building Official may require a geologic or geotechnical report or both, in accordance with the 2022 California Building Code; a geologic report shall be prepared by a Certified Engineering Geologist licensed by the State of California. A geotechnical report shall be prepared by a registered Civil Engineer versed in soils engineering and qualified to perform this work. When both a geotechnical and geologic report are required, the two reports shall be coordinated before submission to the Building Official. The Building Official, at his/her discretion shall obtain any technical support necessary to approve the report. Submitted reports shall contain a finding regarding the safety of the site from any variety of geologic hazard and a finding regarding the effect the proposed improvements, grading and/or construction and use of the site will have on the stability of the site and/or property outside the site. Any recommendation or action presented in the approved reports along with any conditions of approval shall be incorporated into the construction of site improvements. A fee shall be collected for the cost of review of the reports and any required addendums.

**Section 1807.1.6 Prescriptive design of concrete and masonry foundation walls** is amended to read as follows**:**

**1807.1.6 Prescriptive design of concrete and masonry foundation walls.** Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

**Section 3109.1.1 Construction permit; safety features required** is added to read as follows:

**3109.1.1 Construction permit; safety features required.** New or remodeled pools or spas, at a private single-family home, shall have an enclosure complying with the amended California Residential Code Appendix AX.

## 15.04.30 Amendments to the 2022 California Residential Code.

**Section R105.5 Expiration** is amended to read as follows:

**R105.5 Expiration.** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 12 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**Section R105.10 Reconstruction** is added to read as follows:

**R105.10 Reconstruction.** If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the habitable square footage of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

**Table R301.2 Climatic and Geographic Design Criteria** is amended to read as follows:

TABLE R301.2(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

| GROUND SNOW LOAD | WIND DESIGN | | | | SEISMIC DESIGN CATEGORY[f] | SUBJECT TO DAMAGE FROM | | | WINTER DESIGN TEMP[e] | ICE BARRIER UNDERLAYMENT REQUIRED[h] | FLOOD HAZARDS[g] | AIR FREEZING INDEX[i] | MEAN ANNUAL TEMP[j] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Speed[d] (mph) | Topographic effects[k] | Special wind region[l] | Windborne debris zone[m] | | Weathering[a] | Frost line depth[b] | Termite[c] | | | | | |
| Zero | 110 | No | No | No | D2 | Negligible | 12-24" | Very Heavy | 43 | No | No | 0 | 60 |

**MANUAL J DESIGN CRITERIA [n]**

| ELEVATION | LATITUDE | WINTER HEATING | SUMMER COOLING | ALTITUDE CORRECTION FACTOR | INDOOR DESIGN TEMPERATURE | DESIGN TEMPURATURE COOLING | HEAT TEMPERATURE DIFFERENCE |
|---|---|---|---|---|---|---|---|
| 30 | 34 | 37 | 91 | | 70 | 75 | |
| COOLING TEMURATURE DIFFERENCE | WIND VELOCITY HEATING | WIND VELOCITY COOLING | COINCIDENT WET BULB | DAILY RANGE | WINTER HUMIDITY | SUMMER HUMIDITY | |
| 7 | | | 69 | 27 | | 7 (50% RH) | |

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as

determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30l.2(4)].Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
e. The outdoor design dry-bulb temperature shall be selected from the columns of 971/2-percent values for winter from Appendix D of the *California Plumbing Code.* Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the Building Official.
f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
g. The City of Los Alamitos does have a Flood Hazards Zone.
h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the l00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.htrnl.
j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction shall indicate “NO” in this part of the table.
m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate “NO” in this part of the table.
n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2 (6).

**Section R309.6 Fire sprinkler attached garages, and carports with habitable space above** is amended by modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments Section 903.2.8.

**Section R313.1 Townhouse automatic fire sprinkler systems** is amended by

modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments Section 903.2.8.

**Section R313.2 One- and two-family dwellings automatic fire sprinkler systems** is amended by modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments Section 903.2.8.

**Section R313.3.6.2.2 Calculation procedure** is amended to read as follows:

**Section R313.3.6.2.2 Calculation procedure.** Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.

(The remainder of the section is unchanged)

**Section R319.1 Address identification** is amended to read as follows:

**R319.1 Address identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches in height with a stroke width of not less than 0.5 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

**Section R902.1 Roofing covering materials** is amended by revising it to allow only class A or B roofs as follows:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

**Exceptions:**

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.

2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

**Section R902.1.3 Roof coverings in all other areas** is amended by revising it to require a minimum Class B roof as follows:

**R902.1.3 Roof coverings within all other areas**. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

**Section R902.2 Fire-retardant-treated shingles and shakes**, first paragraph, is amended by revising it to allow only Class A or B treated wood roofs as follows:

**R902.2 Fire-retardant-treated shingles and shakes**. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

**Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices** is added to read as follows:

**R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking

**Section R1001.13.1 Gas-fueled devices** is added to read as follows:

**R1001.13.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where

chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

**Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is added to read as follows:

**R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

**15.04.040 Amendments to the 2022 California Electrical Code.**

**Article 310.22 Continuous Inspection of Aluminum Wiring** is added to read as follows:

**310.22 Continuous Inspection of Aluminum Wiring.** Aluminum conductors of No. six (6) or smaller used for branch circuits shall require continuous inspection by an independent testing agency approved by the Building Official for proper torquing of connections at their termination point.

**Article 690.13 Photovoltaic System Disconnect Means** is amended to read as follows:

**690.13 Photovoltaic System Disconnecting Means.** Means shall be provided to disconnect the PV system from all wiring systems including power systems, energy storage systems, and utilization equipment and its associated premises wiring.

**(A)Location.** The PV disconnecting means shall be installed at a readily accessible location either on the outside of a building or structure or inside nearest the point of entrance of the system conductors. *A single, visible-open, lockable AC disconnect shall be within 3 feet of the meter on the exterior of the building.*

**15.04.050 Amendments to the 2021 International Property Maintenance Code.**

**Section [A] 102.3 Application of other codes** is amended to read as follows:

**[A] 102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, must be done in accordance with the provisions of the California Building Code, California Existing Building Code, California Energy Code, California Electrical Code, California Mechanical Code,

California Plumbing Code, California Residential Code, and the California Green Building Standards. Nothing in this code will be construed to cancel, modify, or set aside any provision of the Los Alamitos Municipal Code.

**Section 104.1 Fees** is amended to read as follows:

**104.1 Fees.** The fees for activities and services performed by the department in carrying out the department's responsibilities under this code are set by City Council resolution.

**Section 108.1 General** is amended to read as follows:

**108.1 General.** When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure may be condemned pursuant to the provisions of Section § 17920.3 of the California Health and Safety Code and this code.

**Section 113.3 Failure to comply** is amended to read as follows:

**113.3 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine(s) or fines in an amount(s) as may be established by the City Council.

**Section 303.2 Enclosures** is amended to read as follows:

**303.2 Enclosures.** Private swimming pools, hot tubs and spas containing water more than 18 inches in depth must be completely surrounded by a fence or barrier at least 60 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers must be self-closing and self-latching. Where release mechanisms of the self-latching device are located less than 60 inches above grade measured on the side of the barrier that faces away from the pool, the release mechanism must be located on the pool side of the gate at least three inches below the top of the gate and the barrier must have no opening greater than one-half inch within 18 inches of the release mechanism. Self-closing, self- latching gates must be maintained such that the gate will positively close and latch when released from an open position of six inches from the gate post. No existing pool enclosure may be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

The exception to section 303.2 is deleted in its entirety.

**Section 304.1.1 Unsafe conditions** is amended in part to read as follows:

**304.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired or replaced to comply with the California Building Codes or

California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 304.1.1)

**Section 305.1.1 Unsafe conditions** is amended in part to read as follows:

**305.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired, or replaced, to comply with the California Building Codes or California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 305.1.1)

**Section 306.1.1** Unsafe conditions is amended in part to read as follows:

**306.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired, or replaced, to comply with the California Building Codes or the California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 306.1.1)

**Section 401.3 Alternative devices** is amended to read as follows:

**401.3 Alternative devices.** In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Code shall be permitted.

**Section [P] 502.5 Public toilet facilities** is amended to read as follows:

**[P] 502.5 Public toilet facilities.** Public toilet facilities must be maintained in a safe sanitary working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use must be provided to the toilet facilities at all times during occupancy of the premises.

**Section [P] 505.1 General** is amended to read as follows:

**[P] 505.1 General.** Every sink, lavatory, bathtub, shower, drinking fountain, water closet, or other plumbing fixture must be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, and bathtubs and showers must be supplied with hot or tempered, and cold running water in accordance with the California Plumbing Code.

**Section 602.2 Residential occupancies** is amended to read as follows:

**602.2 Residential occupancies.** Dwellings must be provided with heating facilities capable of maintaining a room temperature of 68°F in all habitable rooms,

bathrooms, and toilet rooms. Cooking appliances may not be used, nor may portable unvented fuel-burning space heaters be used, as a means to provide required heating.

The exception to section 602.2 is deleted in its entirety.

**Section 602.4 Occupiable work spaces** is amended in part to read as follows:

**602.4 Occupiable work spaces**. Indoor occupiable work spaces must be supplied with heat to maintain a temperature of not less than 65°F during the time the spaces are occupied.

(No further changes to remainder of section 602.4)

**Section 604.2 Service** is amended to read as follows:

**604.2 Service.** The size and usage of appliances and equipment serves as a basis for determining the need for additional facilities in accordance with the California Electrical Code. Dwelling units must be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

**Section 604.3.1.1 Electrical equipment** is amended to read as follows:

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground-fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaries, ballasts, motors and electronic control, signaling, and communication equipment and that have been exposed to water must be replaced in accordance with the provisions of the California Building Code and California Electrical Code.

**Section 604.3.2.1 Electrical equipment** is amended to read as follows:

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water-heater, security system, and power-distribution circuits that have been exposed to fire, must be replaced in accordance with the California Building Code and the California Electrical Code.

**Section [F] 702.1 General** is amended to read as follows:

**[F] 702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the California Building Code.

**Section [F] 702.2 Aisles** is amended to read as follows:

**[F] 702.2 Aisles.** The required width of aisles in accordance with the California

Building Code shall be unobstructed.

**Section [F] 702.3 Locked doors** is amended to read as follows:

> **[F] 702.3 Locked doors.** All means of egress doors must be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where door hardware conforms to that permitted by the California Building Code.

**CHAPTER 9 POST-DISASTER RECOVERY AND RECONSTRUCTION** is added to the 2021 International Property Maintenance Code to read as follows:

## SECTION 901

## POST-DISASTER SAFETY ASSESSMENT PLACARDS AND SECURITY

**901.1 SCOPE.** This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy after any natural or man-made disaster. It further authorizes the Building and Safety Department, as well as authorized representatives, to post appropriate placards at each entry point to a building or structure upon completion of a safety assessment.

**901.2 APPLICATION OF PROVISIONS.** The provisions of this chapter are applicable to all buildings and structures, of all occupancies, regulated by the City following each natural or man-made disaster.

**901.3 DEFINITIONS.** For the purposes of this section, the following definitions shall apply:

**901.3.1 BUILDING OFFICIAL** is person or entity designated as such by the city council or that person or entity's designee

**901.3.2 SAFETY ASSESSMENT** is a visual examination of a building or structure for the purpose of determining whether continued use or occupancy is appropriate following a natural or man-made disaster.

**901.4 PLACARDS.** The following official placards must be used to designate the condition of buildings or structures following a disaster.

**901.4.1 (GREEN) INSPECTED - LAWFUL OCCUPANCY PERMITTED.** Posted on any building or structure where no apparent hazard has been found. Placement of this placard does not mean that there is no damage to the building or structure.

**901.4.2 (YELLOW) RESTRICTED OR LIMITED ENTRY.** Posted on each damaged building or structure where damage has created a hazardous condition which justifies restricted occupancy. The Building Official who posts this placard will note in general terms the hazard created and will clearly and

concisely note the restrictions on occupancy.

**901.4.3 (RED) UNSAFE – DO NOT ENTER OR OCCUPY.** Posted on each damaged building or structure such that continued occupancy poses a threat to life or health. Buildings or structures posted with this placard may be entered only after authorization in writing by the building official. Safety assessment teams are authorized to enter these buildings at any time. This placard may not be used or considered as a demolition order. The official who posts this placard must make a note in general terms of the damage encountered.

**901.4.4 SECURING OF UNSAFE BUILDINGS OR STRUCTURES.** Buildings or structures that have been determined by the Building Official to pose a threat to life safety or to be unsafe due to damage may be required by the Building Official to be secured from entry by fencing or other approved means until such time that the damage or threat to life is removed by repair, reconstruction or demolition. The fencing or security measures may not be removed without authorization from the building official.

**901.4.5 REMOVAL OF PLACARDS.** Once the placard has been attached to a building or structure, it may not be removed, altered, or covered until authorized by the Building Official.

**901.5 VIOLATION.** Any violation of Chapter 9 of this code is a misdemeanor and will be subject to punishment in accordance with the Los Alamitos Municipal Code and the City of Los Alamitos Building Code.

## SECTION 902

## POST DISASTER ABATEMENT

**902.1 INTENT.** This chapter establishes abatement criteria for all buildings and structures damaged as a result of a disaster for which a local emergency has been declared.

**902.2 APPLICATION OF PROVISIONS.** The provisions of this chapter are applicable to all buildings and structures regulated by the city.

**902.3 DEFINITIONS.** For the purposes of this section, the following definitions shall apply:

**902.3.1 EVENT** means any occurrence which results in the declaration of a disaster, including but not limited to, fires, landslides, wind storms, earthquakes, and floods.

**902.3.2 HISTORIC BUILDING OR STRUCTURE** means any building or structure registered with a federal, state, county, or city government, or the register of points of interest. Historic buildings and structures also include those buildings and structures within a recognized historic district.

**902.3.3 STATE HISTORIC PRESERVATION OFFICER (SHPO)** is the person appointed by the Governor, pursuant to Section 101(b)(1) of the National Historic Preservation Act of 1966, as amended, to administer the State Historic Preservation Program.

Office of Historic Preservation
Department of Parks and Recreation
P.O. BOX 942896
Sacramento, CA 94296-0001

Phone: (916) 653-6624
FAX: (916) 653-9824

## 902.4 ABATEMENT CRITERIA

**902.4.1 NOTICE OF DETERMINATION.** Except as provided in Section 902.4.2 below, the Building Official must serve a written Notice of Determination to each property owner as found on the latest available copy of the last equalized assessment roll. Such Notice of Determination must be delivered by hand-delivery, telephone, telegram, facsimile or other reasonable means, and must clearly indicate that the structure is an imminent hazard and dangerous and that, as such, it constitutes a public nuisance. The notice must set forth those factors which, in the opinion of the Building Official, make the structure an imminent hazard and dangerous, and must also include a directive from the Building Official of the specific action or actions to be taken by the property owner. The Notice must specify that within 48 hours from the time of issuance of the Notice of Determination, the owner or other party of record with an equitable or legal interest in the property must abate the nuisance in accordance with the directives written in the Notice of Determination by the Building Official.

**902.4.2 NOTICE OF DETERMINATION EXCEPTION.** No prior notice is required, when the Building Official, after considering all the facts, determines, in writing, that the structure is an imminent hazard and dangerous, and that it must be abated immediately and that time and circumstances do not permit the giving of prior notice to the owner. In those cases where time and circumstances do not permit the city to give the owner notice prior to abatement, the Building Official may cause the nuisance to be summarily abated.

**902.4.3 APPEAL OF NOTICE OF DETERMINATION.** A Notice of Determination delivered by the Building Official, that a building or structure is an imminent hazard and dangerous and therefore must be abated, may be appealed by the property owner or any other party of record with an equitable or legal interest in the property. Such appeal must be made to the Building Official within 48 hours of delivery of such Notice of Determination by the Building Official. Such appeal must be accompanied by a written Hazard

Abatement Plan signed by a State of California licensed engineer or architect or by a written report by a State of California licensed engineer or architect stating why the engineer or architect feels the building or structure is not an imminent hazard or dangerous at this time. Such report must include a recommendation by the engineer or architect as to what should or should not be done at this time. If the Building Official accepts the proposed Hazard Abatement Plan in lieu of the Notice of Determination, the Hazard Abatement Plan must be implemented within 24 hours of acceptance by the Building Official. If the Building Official accepts an engineer's report and agrees there is no imminent hazard, the Building Official must rescind, in writing, the Notice of Determination.

Should the Building Official disagree with the Hazard Abatement Plan or should the Building Official disagree with the engineer's or architect's report, a hearing must be conducted by the Board of Appeals, as soon as a quorum can be assembled.

**902.4.4 BOARD OF APPEALS HEARING.** At the hearing, the appellant has the right to call witnesses, to submit evidence, and to cross-examine the witnesses of the city. All witnesses must be sworn.

A record of the proceedings must be made by tape recording. Any relevant evidence may be submitted, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in the courts of this State.

At the close of the hearing, the Board of Appeals must act to uphold, overrule, or modify the determination and order of the Building Official. The determination and order of the Building Official will be upheld, unless the Board of Appeals finds, based upon the evidence in the record, that the Building Official erred in determining that the structure is an imminent hazard and dangerous. The decision of the Board of Appeals, with the reasons therefore, may be given orally on the record. If given orally, the decision must be memorialized in writing and served upon the applicant within 24 hours of the time the oral decision is rendered.

If the Board of Appeals upholds the decision of the Building Official, the property owners of record will be ordered to abate the public nuisance within the time set forth in the order. If the structure is determined not to be an imminent hazard and dangerous, the Building Official's determination and order will be vacated. The decision of the Board of Appeals will be final on the date it is rendered.

**902.4.5 HAZARD ABATEMENT PLAN.** If a Hazard Abatement Plan is approved by the Building Official, the owner or other interested party of record must execute such plan within 24 hours of obtaining approval of the plan from the Building Official. Within 24 hours of completion of the abatement work the owner or other

interested party of record must provide the Building Official with a written certification that the public nuisance, as described in the Building Official's Notice of Determination, has been abated.

If the work performed pursuant to the Hazard Abatement Plan amounts to temporary abatement, the owner or other party of record, prior to proceeding with permanent repairs, must obtain required permits and file a damage assessment report with the Building Official. The damage assessment report must be reviewed and approved by the Building Official prior to proceeding with permanent repairs.

**902.4.6 FAILURE TO PERFORM.** In those instances where the property owner or other interested party of record either does not respond to the Building Official's Notice of Determination or approved Hazard Abatement Plan, responds untimely, or responds timely but fails to abate the public nuisance within the required time period, the imminent hazard and dangerous structure will be subject to immediate abatement by the Building Official.

**902.4.7 PUBLIC NUISANCE.** All structures or portions of such structures which, after inspection by the Building Official, are determined to be an imminent hazard and dangerous, either to the public, occupants of the subject structure, or to any adjacent structures, are hereby declared to be public nuisances and must be abated by the owner in accordance with the procedures specified in Sections 43.2.4.4 and 43.2.4.5.

**902.4.8 SUSPENSION OF ABATEMENT OF WORK.** Notwithstanding any code provisions to the contrary, the Building Official is authorized to suspend abatement work, and to allow the property owner or other party of legal interest to complete the abatement work.

**902.4.9 CHANGE OF STATUS.** When the conditions making a structure an imminent hazard and dangerous have been abated, the structure will no longer be considered an imminent hazard and dangerous. However, if the abatement work is temporary in nature, as determined by the Building Official, the structure will remain subject to the provisions of this section.

**902.4.10 DEMOLITION PERMIT.** If the owner of any building or structure has decided to demolish rather than repair, the owner, or the owner's representative, must obtain a demolition permit.

## 902.5 HAZARD ABATEMENT OF HISTORIC BUILDINGS OR STRUCTURES.

**902.5.1 NOTIFICATION OF IMMINENT HAZARD.** Within ten days after the event, the Building Official must notify the State Historic Preservation Officer that one of the following actions will be taken regarding any historic building or structure determined by the Building Official to represent an imminent hazard to the health or safety of the public, or to pose an imminent threat to the public right of way:

**902.5.1.1 BRACING OR SHORING.** Whenever possible, as determined by the

Building Official, the building or structure may be braced or shored in such a manner as to mitigate the hazard to public health or safety or the hazard to the public right-of-way.

**902.5.1.2 CONDEMNATION.** Whenever bracing or shoring is determined to be an unreasonable alternative, the Building Official may cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition may be performed in the interest of public health or safety without a condemnation hearing as required by the 1997 Uniform Code for the Abatement of Dangerous Buildings.

**902.5.2 CONDEMNATION PROCEEDINGS.** If, ten days after the event and less than 30 days after the event, an historic building or structure is determined by the Building Official to represent a hazard to the health or safety of the public or to pose a threat to the public right of way, the Building Official may initiate condemnation proceedings in accordance with the Uniform Code for the Abatement of Dangerous Buildings. The Building Official may also notify the Federal Emergency Management Agency (FEMA), in accordance with the National Historic Preservation Act of 1966, as amended, of its intent to hold a condemnation hearing.

**902.5.3 REQUEST TO DEMOLISH.** If the Building Official and the owner of any historic building or structure agree that such a building or structure should be demolished, the Building Official must submit a request to demolish to the Federal Emergency Management Agency, in accordance with the National Historic Preservation Act of 1986, as amended. Such request must include all substantiating data.

## SECTION 903

## DISASTER REPAIR AND RECONSTRUCTION

**903.1 INTENT.** This section establishes standards and regulations for the expeditious repair and reconstruction of structures damaged as a result of a disaster for which a local emergency has been declared.

**903.2 APPLICATION OF PROVISIONS.**

**903.2.1 DECLARATION OF EMERGENCY.** The provisions of this chapter are applicable to all buildings and structures regulated by the city following each disaster after a local emergency has been declared.

**903.2.2 WAIVER FOR ENGINEERING EVALUATION.** The requirements of this chapter may be waived by the Building Official subject to an Engineering Evaluation as defined in Section 903.3.3.4.

**903.3 DEFINITIONS.** For the purpose of this section, the following definitions apply:

**903.3.1 ARCHITECT** is a person licensed by the State of California to practice architecture, as prescribed by the State of California Business and Professions Code.

**903.3.2 CIVIL ENGINEER** is a person registered by the State of California to practice Civil Engineering, as prescribed by the State of California Business and Professions Code.

**903.3.3 CURRENT CODE** means those codes adopted by the city pursuant to California Health and Safety Code § 18941.5.

**903.3.4 ENGINEERING EVALUATION** is an evaluation of a damaged building or structure, or suspected damaged building or structure, performed under the direction of a structural engineer, civil engineer, or architect retained by the owner of the building or structure. Engineering evaluations must, at a minimum, contain recommendations for repair and an appropriate opinion of the construction cost for those repairs. All engineering evaluations must include the engineer's or architect's stamp, wet-signature, and license expiration date.

**903.3.5 ESSENTIAL SERVICE FACILITY** means those buildings or structures designated by the city to house facilities necessary for emergency operations subsequent to a disaster.

**903.3.6 REPLACEMENT VALUE** is the dollar value, as determined by the building official, for replacing a damaged structure with a new structure of the same size, same type of construction, and same occupancy, and located on the same site.

**903.3.7 STRUCTURAL ENGINEER** is a person registered by the State of California to practice civil engineering and to use the title, Structural Engineer, as defined in Section 5537.1 of the State of California Business and Professions Code.

**903.3.8 VALUE OF REPAIR** is the dollar value, as determined by the Building Official, for making necessary repairs to the damaged structure.

## 903.4 REPAIR CRITERIA

**903.4.1 GENERAL.** Buildings and structures of all occupancies which have been damaged as the result of a disaster, except as otherwise noted, must be repaired in accordance with the following criteria:

**903.4.2 UP TO TEN PERCENT REPAIR VALUE.** When the estimated value of repair does not exceed ten percent of the replacement value of the structure, the damaged portion may be restored to the pre-disaster condition; except that when the damaged elements include suspended ceiling systems, the ceiling system must be repaired with all bracing required by current code.

**903.4.3 UP TO FIFTY PERCENT REPAIR VALUE.** When the estimated value of

repair is greater than ten percent but less than fifty percent of the replacement value of the structure, the damaged elements must be repaired and brought into conformance with the structural requirements of the current code.

**903.4.4 MORE THAN FIFTY PERCENT REPAIR VALUE.** When the estimated value of repair is fifty percent or more of the replacement value of the structure, the entire structure must be brought into conformance with the fire and life safety and structural requirements of the current code.

**903.4.5 CHIMNEY VALUE EXCLUSION.** In Group R, Division 3, occupancies, the repair value of damaged chimneys may be excluded from the computation of percentage of replacement value. Damaged chimneys must be repaired in accordance with Section 903.5.

**903.5 REPAIR CRITERIA FOR FIREPLACES AND CHIMNEYS.**

**903.5.1 GENERAL.** All damaged chimneys must be repaired or reconstructed to comply with the requirements of Chapter 21 of the CBC. Damaged portions of chimneys must be removed in accordance with the following criteria.

**903.5.2 DAMAGE ABOVE THE ROOF LINE.** When the damaged portion of the chimney is located between the roof line and the top of the chimney, the damaged portion may be removed to the roof line provided the roof and ceiling anchorage are in sound condition. The reconstruction portion of the chimney must be braced to the roof structure using an approved method.

**903.5.3 SINGLE-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE.** For a single-story structure in which the damaged portion of the chimney is below the roof line, or the damaged portion extends from above the roof line to below the roof line, the chimney must be removed to the top of the firebox.

**903.5.4 MULTI-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE.** For a multi-story structure, the damaged portion of the chimney must be removed from the top to a floor line where anchorage is found.

**903.5.5 FIREBOX DAMAGE.** In any structure where the firebox has been damaged, the entire chimney and firebox must be removed to the foundation. If the foundation is in sound condition, the firebox and chimney may be reconstructed using the existing foundation. If the foundation has been damaged, the foundation must be removed and replaced. Such reconstruction and replacement must be in accordance with Chapter 21 of the CBC Code.

**903.5.6 ENGINEERED ALTERNATE SOLUTIONS.** Where existing conditions preclude the installation of all anchorage required by Chapter 21 of the CBC, alternate systems may be used in accordance with the alternate methods and materials provisions of the CBC when approved by the Building Official.

**903.5.7 BRACING.** Where the portion of the chimney extending above the roof

line exceeds two times the least dimension of the chimney, that portion above the roof line must be braced to the roof structure using an approved method.

**903.6 REPAIR CRITERIA FOR HISTORIC BUILDINGS OR STRUCTURES.**

**903.6.1 ENGINEERING EVALUATION REQUIRED.** Buildings or structures which are included on a national, state, or local register for historic places or which are qualifying structures within a recognized historic district, which have been damaged as a result of a disaster, must have an engineering evaluation performed.

**903.6.2 MINIMUM REPAIR CRITERIA.** The minimum criteria for repair are included in Section 903.4, Repair Criteria, with due consideration given to the historical rating and nature of the structures. Additional standards and criteria, as noted in Part 8, Title 24, California Code of Regulations, also apply.

**903.7 REPAIR CRITERIA FOR UNREINFORCED MASONRY BUILDINGS AND STRUCTURES.**

**903.7.1 GENERAL.** All damaged buildings determined to be bearing wall buildings constructed of unreinforced masonry must be repaired and strengthened to fully comply with the requirements of § 15.04."

**15.01.060 Amendments to the 2021 International Swimming Pool and Spa Code.**

**Section [A] 101.1 Title** is amended to read as follows:

**[A] 101.1 Title.** These regulations shall be known as the Swimming Pool and Spa Code of the City of Los Alamitos hereinafter to as "this code."

**Section [A] 102.7.1 Application of the International Codes** is amended to read as follows:

**[A] 102.7.1 Application of the International Codes.** Where the International Residential Code is referenced in this code, the provisions of the California Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable California Codes or referenced standard.

**Section [A] 105.6 Fees** is amended to read as follows:

**[A] 105.6 Fees.** A permit shall not be valid until the fees prescribed by law have been paid. All fees related to and any permit, work, inspection, violation, plan review or refunds shall be in accordance with Section 109 of the California Building Code.

**Section [A] 105.6.2 Fee schedule and [A] 105.6.3 Fee refunds** are deleted in their

entirety without replacement.

**Section [A] 108.2 Membership of board** is amended to read as follows:

**[A] 108.2 Board of appeals.** The Board of Appeals shall consist of members as set forth in Chapter 113.1 of the California Building Code and any amendments of the Los Alamitos Municipal Code.

**Section [A] 108.2.1 Qualifications** is deleted in its entirety without replacement.

**Section 305.2.1 Barrier height and clearances** is amended to read as follows:

**305.2.1 Barrier height and clearances** Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 inches (1524 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.

(The remaining language in 305.2.1 is to remain and unchanged.)

SECTION 3. Filing with Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

SECTION 4. CEQA. In accordance with CEQA Guidelines section 15060(c)(2) – the adoption of this Ordinance will not foreseeably result in direct or reasonably foreseeable indirect impacts and is exempt from the provisions of the California Environmental Quality Act and City Clerk shall file such Notice of Exemption with the County Clerk.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held out 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, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsection, sentence clause, phrases or portions be declared valid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall not take effect until thirty (30) days after its final passage, or January 1, 2023 whichever occurs later.

SECTION 7. Publication by Clerk. 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 adoption and shall post a certified copy of this Ordinance, including the vote for an against same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

**PASSED, APPROVED AND ADOPTED** this 14th day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2022-05 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 17th day of October, 2022, and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the City Council on the 14th day of November, 2022, by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

## EXHIBIT A
## LOCAL CONDITIONS FINDINGS

## FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL AMENDMENTS TO PORTIONS OF THE CALIFORNIA BUILDING STANDARDS CODE BASED UPON LOCAL CLIMATIC, GEOLOGICAL AND/OR TOPOGRAPHICAL CONDITIONS

The Fire Official and City Building Official recommend that certain changes and modifications to the 2022 California Building Standards are reasonably necessary due to local climatic, geological and/or topographical conditions within the City, certain changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the California Building Standards Code, and certain changes and modifications are reasonably necessary to safeguard life and property within the City of Los Alamitos.

### Section 1. General Findings

The following findings apply in the City of Los Alamitos and explain why the changes to the Building Standards Code are necessary because of climatic, geological and/or topographical conditions in the city.

I. Climatic Conditions

A. Los Alamitos is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene. Lastly, the warm climate encourages the proliferation of swimming pool construction which makes modifications to the California Building Code related to swimming pools desirable to adequately protect small children from drowning hazards.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and

a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. The topography of Los Alamitos is generally considered a flatlands area with little to no topographical slopes. The flat land developments however does require special drainage precautions in order to address site drainage to prevent water ponding and flooding, as well as preserve historical water ways.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When

combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Los Alamitos is generally known as swamp land that was once mostly covered in beet farms. The areas historically high water table is the reason the city is classified as being located in a liquefaction zone. In addition, portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.

These local climatic, geologic, and topographic conditions make modifications and changes to the 2022 Edition of the California Codes reasonably necessary to provide sufficient and effective protection of life, health and property.

## Section 2 – Application of Findings to Amendments in Ordinance No. 2022-05

Amendments to the 2022 Edition of the California Building Standards Code set forth in Ordinance No. 2022-05 and identified below are reasonably necessary as administrative or procedural in nature, or to ensure consistency with previously adopted ordinances, or are intended to enhance life and fire safety due to the climatic, topographical, and/or geologic conditions cited below:

## Amendment Findings Legend
## 2022 California Building Code (CBC), 2022 California Residential Code (CRC), and 2022 California Electrical Code (CEC)

| CODE SECTION | TITLE (Clarification) | FINDINGS |
|---|---|---|
| CBC 101.1 | Title | Administrative |
| CBC 104.4 | Referenced Codes | Administrative |
| CBC 104.8 | Liability | Administrative |
| CBC 105.2 | Work exempt from a permit | Administrative |
| CBC 105.5 | Expiration | Administrative |
| CBC 105.8 | Reconstruction | Administrative |
| CBC 107.3 | Examination of Records | Administrative |
| CBC 113.1 | General | Administrative |
| CBC 113.3 | Qualifications | Administrative |
| CBC 202 | Definitions | Administrative |
| CBC 502.1 | Address Identification | II – A, B, C |
| CBC 903.2 | Where required | II – A, B, C |
| CBC 903.3.5.3 | Hydraulically calculated systems | II – A, B, C |
| CBC 1505.1 | General | I – A, B II – A, B, C |
| CBC 1505.1.2 | Roof coverings within all other areas | I – A, B II – A, B, C |
| CBC 1803.1.1.1 | Geologic or geotechnical reports | III – A, B, C, D |
| CBC 1807.1.6 | Prescriptive design of concrete and masonry foundation walls | III – A, B, C, D |
| CBC 3109.1.1 | Construction permit; safety features required | I – C, II - B |
| CRC R105.5 | Expiration | Administrative |
| CRC R105.10 | Reconstruction | Administrative |
| CRC Table R301.2(1) | Climactic and Geographic Design Criteria | Administrative |
| CRC R309.6 | Fire sprinkler attached garages, and carports with habitable space above | I – A, B, C, D II – A, B, C |
| CRC R313.1 | Townhouse automatic fire sprinkler systems | I – A, B, C, D II – A, B, C |
| CRC R313.2 | One- and two-family dwellings automatic fire sprinkler systems | I – A, B, C, D II – A, B, C |
| CRC R313.3.6.2.2 | Calculation procedure | I – A, B II – A, B, C |
| CRC 319.1 | Address Identification | II – A, B, C |
| CRC R902.1 | Roof covering materials | I – A, B II – A, B, C |
| CRC R902.1.3 | Roof coverings in all other areas | I – A, B II – A, B, C |
| CRC R902.2 | Fire-retardant-treated shingles and shakes | I – A, B II – A, B, C |
| CRC R1001.13 | Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices | II – A, B, C, D |
| CRC R101.13.1 | Gas-fueled devices | II – A, B, C, D |
| CRC R1001.13.2 | Devices using wood or fuels other than natural gas or liquefied-petroleum gas | II – A, B, C, D |
| CEC 310.22 | Continuous Inspection of Aluminum Wiring | I – A, II – A, B |
| CEC 690.13 | Building or Other Structures Supplied by Photovoltaic System | Administrative |

**ORDINANCE NO. 2022-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 15.08 OF TITLE 15 OF THE LOS ALAMITOS MUNICIPAL CODE AND ADOPTING THE 2022 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), INCLDUING APPENDICES B, BB, C, AND CC, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS**

**WHEREAS,** pursuant to California Government Code Section 50022.1 *et seq.*, the City of Los Alamitos ("City") may adopt by reference the California Fire Code, 2022 Edition, as provided in Title 24 of the California Code of Regulations; and

**WHEREAS,** the California Building Standards Commission recently adopted new amendments to the California Fire Code, which will become effective statewide on January 1, 2023; and

**WHEREAS,** California Health & Safety Code Sections 17958 *et seq.,* and 18941.5 authorize cities to modify the California Fire Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

**WHEREAS,** based upon the recommendations of the Fire Official and the Building Official, the City Council finds that the proposed amendments to the 2022 California Fire Code set forth in this Ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury and death due to fires, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and

**WHEREAS,** on October 17, 2022, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 14, 2022; and

**WHEREAS,** the City Council held a public hearing on November 14, 2022, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2022 California Fire Code as amended herein; and

**WHEREAS,** pursuant to Government Code Section 6066, the City published notice of the aforementioned public hearing; and

**WHEREAS,** any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings.

A. Health and Safety Code Section 17958 et seq., authorizes the City to adopt ordinances and regulations imposing the same requirements as are contained in the California Building Standards Code (California Code of Regulations, Title 24), inclusive of the California Fire Code (Part 9), adopted by the State pursuant to Health and Safety Code Section 17922. Health and Safety Code Sections 17958.5 and 18941.5 permit the City to make changes or modifications to the California Building Standards as are reasonably necessary because such changes or modifications are needed due to climatic, geographic, or topographic conditions.

B. The Fire Official and City Building Official recommend that certain changes and modifications to the 2022 California Fire Code are reasonably necessary due to local conditions within the City, certain changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the California Building Standards Code, and certain changes and modifications are reasonably necessary to safeguard life and property within the City of Los Alamitos.

C. Findings of local conditions are set forth in Exhibit "A" of this Ordinance and incorporated herein by reference. Such findings demonstrate the need for amendments to the 2022 California Building Standards are reasonably necessary because of local climatic, geological, or topographical conditions.

SECTION 2. Chapter 15.08 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 15.08 FIRE CODE**

**15.08.010 Fire Code adopted.**
**15.08.020 Enforcement and inspections.**
**15.08.030 Amendments to the 2022 California Fire Code.**

**15.08.010 Fire Code Adopted.**

A. The City hereby adopts the California Fire Code, 2022 Edition, including Appendices B, BB, C, and CC based on the 2021 International Fire Code as published by the International Code Council

B. The provisions of the California Fire Code, as amended by this chapter shall constitute the Fire Code of the City of Los Alamitos.

C. One (1) copy of all the California Fire Code and the City's amendments thereto shall be kept on file in the office of the Fire Code Official pursuant to Health and Safety Code Section 18942 (d) (1) and made available for public inspection.

D. References in Documents and Continuing Legal Effect. References to prior editions of the Fire Code or the Municipal Code sections amended herein that are cited on notices issued by the City or the agency enforcing the City's fire regulations or other documents of ongoing or continuing legal effect, including specifically resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2022 Fire Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the 2022 California Fire Code adopted hereby. Any fee authorized by the above-referenced fire code which was in effect at the time of the adoption of this chapter need not be re-adopted by resolution, and shall continue in effect, and remain unadjusted in amount unless and until a resolution is adopted repealing the fee or establishing a different fee.

**15.08.020 Enforcement and Inspections.**

The 2022 California Fire Code shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

**15.08.030 Amendments to the 2022 California Fire Code.**

**Chapter 1 Scope and Administration** is adopted in its entirety, with the following amendments:

**Section 112.4 Violation penalties** is amended to read as follows:

**112.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 112.4.2 Infraction and misdemeanor** is hereby added as follows:

**112.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

**Chapter 2 Definitions** is adopted in its entirety with the following amendments:

**Section 202 General Definitions** is amended by adding "OCFA~~,~~" and "Spark Arrester" as follows:

**OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

**SPARK ARRESTER**. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

**Chapter 3 General Requirements** is adopted in its entirety, with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

**Section 304.1.2 Vegetation** is amended to read as follows:

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

**Section 305.6 Hazardous conditions** is added to read as follows:

**305.6 Hazardous conditions.** Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

**Section 305.7 Disposal of rubbish** is added to read as follows:

**305.7 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

**Section 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies** is added to read as follows:

**307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in

devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

**Exceptions:**

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

**Exceptions:**

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Section 324 Fuel Modification Requirements for New Construction** is hereby added as follows:

**324 Fuel Modification Requirements for New Construction**. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Section 325 Clearance of brush or vegetation growth from roadways** is added to read as follows:

**325 Clearance of brush or vegetation growth from roadways**. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

**Section 326 Unusual Circumstances** is added to read as follows:

**326 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

**Section 327 Use of Equipment** is added to read as follows:

**327 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

**327.1 Equipment and devices generating heat, sparks or open flames.** During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

**327.2 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

**Chapter 4**: **Emergency Planning and Preparedness.** Only the sections, subsections, and amendment are adopted as listed below:

**Section 407.5** is amended to read as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

**Chapter 5 Fire Service Features** is adopted in its entirety with the following amendments:

**Section 501.1 Scope** is amended to read as follows:

**501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

**Section 510.1 Emergency responder radio coverage in new buildings** is amended to read as follows:

**510.1 Emergency responder radio coverage in new buildings**. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety

communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

**Exceptions:**

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
   a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
   b. Elevators.
   c. Structures that meet all of the following:
      i. Three stories or less, and
      ii. Do not have subterranean storage or parking, and
      iii. Do not exceed 50,000 square feet on any single story.
   d. Structures that meet all of the following:
      i. Residential structures four stories or less, and
      ii. Constructed of wood, and
      iii. Do not have subterranean storage or parking, and
      iv. Are not built integral to an above ground multi-story parking structure.

   Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this chapter shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

## *Chapter 6*
## *Building Services and Systems*

**Chapter 6 Building Services and Systems** is adopted in its entirety as amended by SFM.

## *Chapter 7*
## *Fire and Smoke Protection Features*

***Chapter 7 Fire and Smoke Protection Features*** *is adopted in its entirety as amended by SFM.*

## *Chapter 8*
## *Interior Finish, Decorative Materials and Furnishings*

**Chapter 8 Interior Finish, Decorative Materials and Furnishings** is adopted in its entirety as amended by SFM.

## *Chapter 9*
## *Fire Protection and Life Safety Systems*

**Fire Protection and Life Safety Systems** is adopted in its entirety with the following amendments:

**Section 903.2 Where required** is amended to read as follows:

**903.2 Where required**. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New Buildings**: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.20 an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m2) as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

   **Exception:** Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

2. **Existing Buildings**: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet; or

   b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.

   c. An additional story is added above the second floor regardless of fire areas or allowable area.

**Exception:** Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

**Section 903.2.8 Group R is amended to read as follows:**

**Section 903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings**: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

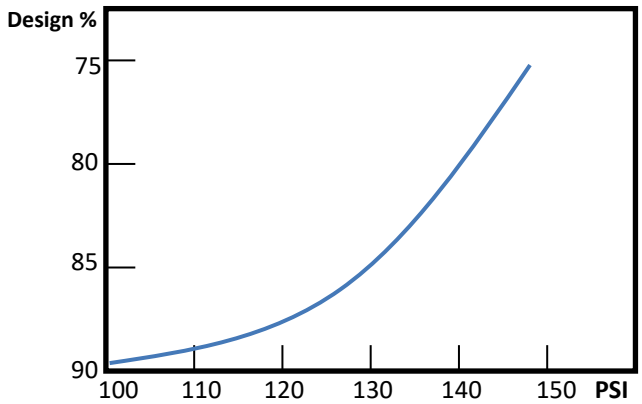
   a. When an addition is 33% or more of the existing building area and the resulting building area exceeds 5,000 square feet (465 m2) as defined in Section 202; or,
   b. An addition when the existing building is already provided with automatic sprinklers; or,
   c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

**Section 903.3.5.3 Hydraulically calculated systems** is added to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3**
**Hydraulically Calculated Systems**




***Chapter 10***
***Means of Egress***

**Chapter 10 Means of Egress** is adopted in its entirety as amended by SFM

***Chapter 11***
***Construction Requirements for Existing Buildings***

**Chapter 11 Construction Requirements for Existing Buildings**. Adopt only those sections and subsections adopted by the SFM

***Chapter 12***
***Energy Systems***

**Energy Systems** is adopted in its entirety as amended by SFM

***Chapter 20***
***Aviation Facilities***

**Chapter 20 Aviation Facilities** is adopted in its entirety.

***Chapter 21***
***Dry Cleaning***

**Chapter 21 Dry Cleaning** is adopted in its entirety as amended by SFM.

***Chapter 22***
***Combustible Dust-Producing Operations***

**Chapter 22 Combustible Dust-Producing Operations** is adopted in its entirety as amended by SFM.

***Chapter 23***
***Motor Fuel-Dispensing Facilities and Repair Garages***

**Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages** is adopted in its entirety as amended by SFM.

***Chapter 24***
***Flammable Finishes***

**Chapter 24 Flammable Finishes** is adopted in its entirety as amended by SFM.

***Chapter 25***
***Fruit and Crop Ripening***

**Chapter 25 Fruit and Crop Ripening** is not adopted.

***Chapter 26***
***Fumigation and Insecticidal Fogging***

**Chapter 26 Fumigation and Insecticidal Fogging** is not adopted.

***Chapter 27***
***Semiconductor Fabrication Facilities***

**Chapter 27 Semiconductor Fabrication Facilities** is adopted in its entirety.

***Chapter 28***
***Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities***

**Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities** is adopted in its entirety with the following amendments:

**Section 2801.2 Permit** is amended to read as follows:

**2801.2 Permit**. Permits shall be required as set forth in Section 105.6 and 105.6.29.

**2808.2 Storage site**. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring ~~wood~~ products to the site.

**Section 2808.3 Size of piles** is amended to read as follows:

**2808.3 Size of piles**. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

**Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.

2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

**Section 2808.4 Pile separation** is amended to read as follows:

**2808.4. Pile separation**. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

**Section 2808.7 Pile fire protection** is amended to read as follows:

**2808.7 Pile fire protection**. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

**Section 2808.9 Material-handling equipment** is amended to read as follows:

**2808.9 Material-handling equipment.** All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

**Section 2808.11 Temperature control** is added to read as follows:

**2808.11 Temperature control.** The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

**Section 2808.11.1 Pile temperature control** is added to read as follows:

**2808.11.1 Pile temperature control.** Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

**Section 2808.11.2 New material temperature control** is added to read as follows:

**2808.11.2 New material temperature control.** New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

**Section 2808.12 Water availability** is added to read as follows:

**2808.12 Water availability.** Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

**Section 2808.13 Tipping area** is added to read as follows:

**2808.13 Tipping areas** shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

**Section 2808.14 Emergency Contact** is added to read as follows:

**2808.14 Emergency Contact**. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

**Section 2808.15 Maximum Grid of Piles and Rows** is hereby added as follows:

> ***2808.15 Maximum Grid of Piles and Rows,*** *Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50-foot clear space used for no other purpose.*

***2808.16 Push-out / Clear area*** is hereby added as follows:

> ***2808.16 Push-out / Clear area*** *Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.*

***Chapter 29***
***Manufacture of Organic Coatings***

**Chapter 29 Manufacture of Organic Coatings** is adopted in its entirety.

***Chapter 30***
***Industrial Ovens***

**Chapter 30 Industrial Ovens** is adopted in its entirety.

***Chapter 31***
***Tents, Temporary Special Event Structures and Other Membrane Structures***

**Chapter 31 Temporary Special Event Structures and Other Membrane Structures** is adopted in its entirety as amended by SFM.

***Chapter 32***
***High-Piled Combustible Storage***

**Chapter 32 High-Piled Combustible Storage** is adopted in its entirety as amended by SFM.

***Chapter 33***
***Fire Safety During Construction and Demolition***

**Chapter 33 Fire Safety During Construction and Demolition** is adopted in its entirety.

***Chapter 34***
***Tire Rebuilding and Tire Storage***

**Chapter 34 Tire Rebuilding and Tire Storage** is adopted in its entirety as amended by SFM.

***Chapter 35***
***Welding and Other Hot Work***

**Chapter 35 Welding and Other Hot Work** is adopted in its entirety.

***Chapter 36***
***Marinas***

**Chapter 36 Marinas** is adopted in its entirety.

***Chapter 37***
***Combustible Fibers***

**Chapter 37 Combustible Fibers** is adopted in its entirety.

***Chapter 39***
***Processing and Extraction Facilities***

**Chapter 39 Processing and Extraction Facilities** is adopted in its entirety.

***Chapter 40***
***Storage of Distilled Spirits and Wines***

**Chapter 40 Storage of Distilled Spirits and Wines** is adopted in its entirety.

***Chapter 48***
***Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations***

**Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations** is adopted in its entirety.

***Chapter 49***
***Requirements for Wildland-Urban Interface Fire Areas***

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas** is adopted in its entirety with the following amendments:

**Section 4903.3 Requirements** is added as follows:

**4903.3 Fuel Modification Plans.** Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

***Chapter 50***
***Hazardous Materials – General Provisions***

**Chapter 50 Hazardous Materials – General Provisions** is adopted in its entirety with the following amendments.

**Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS),** is amended to read as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority's Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

**Section 5003.1.1.1 Extremely Hazardous Substances** is added to read as follows:

**5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

***Chapter 51***
***Aerosols***

**Chapter 51 Aerosols** is adopted in its entirety.

***Chapter 53***
***Compressed Gases***

**Chapter 53 Compressed Gases** is adopted in its entirety.

***Chapter 54***
***Corrosive Materials***

**Chapter 54 Corrosive materials** is adopted in its entirety as amended by SFM.

***Chapter 55***
***Cryogenic Fluids***

**Chapter 55 Cryogenic Fluids** is adopted in its entirety.

***Chapter 56***
***Explosives and Fireworks***

**Chapter 56 Explosives and Fireworks** is adopted in its entirety with the following amendments:

**Section 5608.2 Firing** is hereby added to read as follows:

**5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

**Section 5608.3 Application for Permit** is added to read as follows:

**Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location

of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

***Chapter 57***
***Flammable and Combustible Liquids***

**Chapter 57 Flammable and Combustible Liquids** is adopted in its entirety as amended by SFM.

***Chapter 58***
***Flammable Gases and Flammable Cryogenic Fluids***

**Chapter 58 Flammable Gases and Flammable Cryogenic Fluids** is adopted in its entirety as amended by SFM.

***Chapter 59***
***Flammable Solids***

**Chapter 59 Flammable Solids** is adopted in its entirety.

***Chapter 60***
***Highly Toxic and Toxic Materials***

**Chapter 60 Highly Toxic and Toxic Materials** is adopted in its entirety.

***Chapter 61***
***Liquefied Petroleum Gases***

**Chapter 61 Liquefied Petroleum Gases** is adopted in its entirety.

***Chapter 62***
***Organic Peroxides***

**Chapter 62 Organic Peroxides** is adopted in its entirety.

***Chapter 63***
***Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids***

**Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids** is adopted in its entirety.

***Chapter 64***
***Pyrophoric Materials***

**Chapter 64 Pyrophoric Materials** is adopted in its entirety.

***Chapter 65***
***Pyroxylin (Cellulose Nitrate) Plastics***

**Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics** is adopted in its entirety.

***Chapter 66***
***Unstable (Reactive) Materials***

**Chapter 66 Unstable (Reactive) Materials** is adopted in its entirety.

## *Chapter 67*
## *Water-Reactive Solids and Liquids*

**Chapter 67 Water-Reactive Solids and Liquids** is adopted in its entirety.

## *Chapter 80*
## *Referenced Standards*

**Chapter 80 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems** is amended as follows:

**Section 16.12.3.3** is amended to read as follows:

**16.12.3.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

**Section 9.4.3.1** is amended to read as follows:

**9.4.3.1** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8
(2) Residential sprinklers in accordance with the requirements of 8.4.5
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 9.2.1.7**is amended to read as follows:

**9.2.1.7** Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

**NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is amended as follows:

**Section 7.1.2** is amended to read as follows:

**7.1.2** The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

**NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems** is amended as follows:

**Section 7.3.1.1** is hereby deleted in its entirety.

**NFPA 24, 2022 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances** is amended as follows:

**Section 6.2.8.1** is added to read as follows:

**6.2.8.1** All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

**Exceptions:**

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

**Section 6.2.9** is amended to read as follows:

**6.2.9** All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

(2) A wall post indicator valve

(3) An indicating valve in a pit, installed in accordance with Section 6.4

(4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(5) Control valves installed in a fire-rated room accessible from the exterior

(6) Control valves in a fire-rated stair enclosure accessible from the exterior

**Section 10.1.5** is added to read as follows:

**10.1.5** All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

**Exception:** 304 or 316 Stainless Steel pipe and fittings

**Section 10.4.1.1** is amended to read as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

**Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

**Section 10.4.1.1.1** is added to read as follows:

**10.4.1.1.1** All bolts used in pipe-joint assembly shall be 316 stainless steel.

**Section 10.4.3.2** is hereby deleted and replaced as follows:

**10.4.3.2** Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

## Appendices

**Appendix A** is deleted in its entirety.

**Appendix B** is adopted in its entirety.

**Appendix BB** is adopted in its entirety.

**Appendix C** is adopted in its entirety.

**Appendix CC** is adopted in its entirety.

**Appendix D** is deleted in its entirety.

**Appendix E** is deleted in its entirety.

**Appendix F** is deleted in its entirety.

**Appendix G** is deleted in its entirety.

**Appendix H** is deleted in its entirety.

**Appendix I** is deleted in its entirety.

**Appendix J** is deleted in its entirety.

**Appendix K** is deleted in its entirety.

**Appendix L** is deleted in its entirety.

**Appendix M** is deleted in its entirety.

**Appendix N** is deleted in its entirety.

**Appendix O** is deleted in its entirety.

SECTION 3. Filing with Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

SECTION 4. CEQA. In accordance with CEQA Guidelines section 15060(c)(2) – the adoption of the California Fire Code will not foreseeably result in direct or reasonably foreseeable indirect impacts and is exempt from the provisions of the California Environmental Quality Act and City Clerk shall file such Notice of Exemption with the County Clerk.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held out 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, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsection, sentence clause, phrases or portions be declared valid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall not take effect until thirty (30) days after its final passage, or January 1, 2023, whichever occurs later.

SECTION 17.Publication by Clerk. 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 adoption and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code 36933.

**PASSED, APPROVED AND ADOPTED** this 14th day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2022-06 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 17th day of October, 2022, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 14th day of November, 2022, by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

**EXHIBIT A**
**LOCAL CONDITIONS FINDINGS**

**FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL AMENDMENTS TO PORTIONS OF THE CALIFORNIA FIRE CODE BASED UPON LOCAL CLIMATIC, GEOLOGICAL AND/OR TOPOGRAPHICAL CONDITIONS**

The Fire Official and City Building Official recommend that certain changes and modifications to the 2022 California Fire Code are reasonably necessary due to local conditions within the City, certain changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the California Building Standards Code, and certain changes and modifications are reasonably necessary to safeguard life and property within the City of Los Alamitos.

## Section 1. General Findings

The following findings apply in the City of Los Alamitos and explain why the changes to the Building Standards Code are necessary because of climatic, geological and/or topographical conditions in the city.

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department

response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

**Section 2 –Application of Findings to Amendments in Ordinance No. ___**

Amendments to the 2022 Edition of the California Fire Code set forth in Ordinance No. _____ and identified below are reasonably necessary as administrative or procedural in nature, or to ensure consistency with previously adopted ordinances, or are intended to enhance life and fire safety due to the climatic, topographical, and/or geologic conditions cited below.

**2022 California Fire Code**
**Amendment Findings Legend**

| CODE SECTION | TITLE (Clarification) | FINDINGS |
|---|---|---|
| 112.4 | Violation penalties | Administrative |
| 112.4.2 | Infraction & Misdemeanor | Administrative |
| 202 | General definitions | Administrative |
| 304.1.2 | OCFA Vegetation Management | I |
| 305.6 | Hazardous conditions | I & II |
| 305.7 | Disposal of rubbish | I & II |
| 307 | Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces | Administrative |
| 307.6 | Fire Pits, Fire Rings, & Outdoor Fireplaces | Administrative |
| 307.6.1 | Gas-fueled devices | I & II |
| 307.6.2 | Devices using wood or fuels other than natural gas or LPG | I & II |
| 307.6.2.1 | Where prohibited | I & II |
| 324 | Fuel modification requirements for new construction | I |
| 325 | Clearance of brush or vegetation growth from roadways | I |
| 326 | Unusual circumstances | Administrative |
| 327 | Use of equipment | I |
| 327.1 | Use of equipment and devices generating heat, sparks or open flames | I |
| 327.2 | Spark arresters | I |
| 407.5 | Hazardous material inventory statement | I & II |
| 501.1 | Scope | Administrative, I, II & III |
| 510.1 | Emergency responder radio coverage | Administrative |
| 903.2 | Where required (Sprinklers) | I, II & III |
| 903.2.8 | Group R (Sprinklers) | I, II & III |
| 903.3.5.3 | Hydraulically calculated systems | I & II |
| 2801.2 | Permit | Administrative |
| 2808.2 | Storage site | Administrative |
| 2808.3 | Size of piles | I |
| 2808.4 | Pile separation | I |
| 2808.7 | Pile fire protection | I |
| 2808.9 | Material-handling equipment | I |
| 2808.11 | Temperature control | I |
| 2808.11.1 | Pile temperature control | I |
| 2808.11.2 | New material temperature control | I |
| 2808.12 | Water availability for piles | I |
| 2808.13 | Tipping area | I |
| 2808.14 | Emergency contact information | Administrative |
| 2808.15 | Defining maximum separation contact | Administrative |
| 2808.16 | Push-out area dentification | Administrative |
| 4903.3 | OCFA Vegetation Management Guideline | I |

| | | |
|---|---|---|
| 5001.5.2 | Hazardous materials inventory statement | Administrative |
| 5003.1.1.1 | Extremely hazardous substances | I & III |
| 5608.2 | Retail fireworks | Administrative |
| 5608.3 | Application for permit | Administrative |
| Chapter 80 | Reference Standards | N/A |
| | 2022 NFPA 13 (Sprinkler Systems) | Administrative, II & III |
| | 2022 NFPA 13-D (Single Family Sprinkler Systems) | I & II |
| | 2019 NFPA 14 (Standpipe Systems) | Administrative |
| | 2012 NFPA 24 (Underground Water Supply Systems) | Administrative & III |

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 13A**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Craig Koehler, Director of Finance**

**Subject:** **Resolution 2022-31 - Minimum Wage Increase**

### SUMMARY

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2023.

### RECOMMENDATION

Adopt Resolution No. 2022-31, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2023 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2021-27".

### 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, mandated by Senate Bill 3. The new minimum wage will increase to $15.50 by January 1, 2023. The increase is required by the state’s minimum wage law, which triggers an increase when the inflation exceeds 7 percent.

### DISCUSSION

Effective January 1, 2023, the State mandated minimum wage will increase from $15.00 to $15.50 per hour. The City has fourteen hourly classifications (Recreation Leader, Senior Recreation Leader, Recreation Specialist, Community Services Coordinator, Lifeguard, Water Safety Instructor I, Sr. Lifeguard/Water Safety Instructor II, Police Aid/Cadet, Account Clerk, Administrative Intern, Clerical Assistant, Maintenance Worker, Code Enforcement Officer, and Senior Code Enforcement Officer) that need to be adjusted to meet the State mandated minimum wage, compaction, and to remain competitive with other local cities.

### FISCAL IMPACT

Sufficient funds were budgeted in the adopted fiscal year 2022-23 budget in the Part Time Salary accounts for each department. Staff incorporated this scheduled wage increase into the original budget projections, so no budget amendment is necessary.

Attachment:

1. Resolution No. 2022-31 - Hourly Rate Schedule
2. Exhibit A - Hourly Rate Schedule Effective January 1, 2023

**RESOLUTION NO. 2022-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2023 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2021-27**

**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, 2023, the mandatory minimum wage will increase from $15.00 to $15.50 per hour; and,

**WHEREAS,** the City's hourly rate schedule needs to be updated to incorporate the $15.50 per hour state mandated minimum wage; and,

**WHEREAS,** effective January 1, 2023, this Resolution shall supersede and repeal Exhibit B from Resolution No. 2021-27.

**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, 2023, 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 14th day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 14th day of November 2022, 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, 2023**

| CLASS CODE | CLASSIFICATION TITLE | STEP A | STEP B | STEP C | STEP D | STEP E |
|---|---|---|---|---|---|---|
| 905 | Recreation Leader | 15.50 | 16.28 | 17.09 | 17.94 | 18.84 |
| 921 | Senior Recreation Leader | 16.50 | 17.33 | 18.19 | 19.10 | 20.06 |
| 931 | Recreation Specialist | 17.33 | 18.19 | 19.10 | 20.06 | 21.06 |
| 955 | Community Services Coordinator | 19.95 | 20.95 | 21.99 | 23.09 | 24.25 |
| 910 | Lifeguard | 16.57 | 17.40 | 18.27 | 19.18 | 20.14 |
| 925 | Water Safety Instructor I | 17.57 | 18.45 | 19.37 | 20.34 | 21.36 |
| 935 | Sr. Lifeguard/Water Safety Instructor II | 18.45 | 19.37 | 20.34 | 21.36 | 22.42 |
| 920 | Police Aid/Cadet | 15.50 | 16.28 | 17.09 | 17.94 | 18.84 |
| 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 | 31.74 | 33.33 | 35.00 |
| 983 | Emergency Services Coordinator | 32.92 | 34.57 | 36.29 | 38.11 | 40.00 |
| 940 | Account Clerk | 15.50 | 16.28 | 17.09 | 17.94 | 18.84 |
| 941 | Administrative Intern | 15.50 | 16.28 | 17.09 | 17.94 | 18.84 |
| 944 | Clerical Assistant | 18.25 | 19.16 | 20.12 | 21.13 | 22.18 |
| 947 | Receptionist | 15.64 | 16.42 | 17.24 | 18.11 | 19.00 |
| 960 | Maintenance Worker | 19.30 | 20.27 | 21.28 | 22.34 | 23.46 |
| 948 | Department Secretary | 22.83 | 23.97 | 25.17 | 26.43 | 27.76 |
| 971 | Code Enforcement Officer | 23.83 | 25.02 | 26.27 | 27.59 | 28.97 |
| 951 | Deputy City Clerk | 27.72 | 29.11 | 30.56 | 32.09 | 33.69 |
| 978 | Senior Code Enforcement Officer | 30.42 | 31.94 | 33.54 | 35.21 | 36.98 |
| 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 |

# City of Los Alamitos

## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 13B**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Craig Koehler, Director of Finance**

**Subject:** **PERS Unfunded Actuarial Liability (UAL)**

## SUMMARY

Since the adoption of the City's Fiscal Sustainability Plan, the Budget Standing Committee and the Los Alamitos City Council have been exploring different methods of maximizing investment opportunities that result in net savings to the City's residents. This item provides Council the opportunity to discuss the City's PERS Unfunded Actuarial Liability (UAL), Consideration of Possible early Funding Options, and Draft Unfunded Liability Pay-Down Policy.

## RECOMMENDATION

1. Review and discuss the information in connection with the PERS Unfunded Actuarial Liability (UAL), consideration of early funding options, and draft funding policy; and,

2. Adopt Resolution No. 2022-33, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE PERS UNFUNDED ACCRUED LIABILITY PAY-DOWN FUNDING POLICY DATED NOVEMBER 2022"; and/or,

3. Provide direction to Staff.

## BACKGROUND

A report on additional PERS funding for an UAL paydown was presented to the City Council on June 21, 2021. Council requested that staff return to the Budget Standing Committee for additional study and review of the different options available to the City in order to determine the feasibility of an early Pay-Down Plan for the unfunded liability, as well as to develop needed policies.

A follow-up report was provided to the Budget Standing Committee on August 23, 2021, and at the January 25, 2022 Special Meeting. The Budget Standing Committee received additional information at a Special Meeting on July 27, 2022, including a presentation from a public financial advisory firm, PFM Financial Advisors, LLC, in connection with alternatives for early funding of the UAL. At the October 19, 2022 Special Meeting, the Budget Standing Committee discussed and reviewed a plan aimed at paying off the City's PERS UAL, funding, and a draft policy.

## DISCUSSION

At the July 27, 2022 Special Meeting, several early UAL funding options were reviewed and discussed, including “Pay as You Go” (current payment methodology), Hybrid funding (percentage of fiscal year-end surplus applied to infrastructure and UAL), Additional Discretionary Payments (ADP), “Fresh Start Program”, Pension Obligations Bonds (POB), Tax Exempt Exchange, and IRS Section 115 Trust. A presentation was also provided by PFM Financial Advisors, LLC, related to different funding options in order to address the City’s UAL.

While the presentation initially focused on Pension Obligation Bonds as a vehicle to achieve the City’s desire to retire all outstanding PERS Unfunded Actuarial Liability, further analysis revealed that utilizing an annual Additional Discretionary Payments (ADP) plan may be more advantageous. Applying an ADP plan methodology would allow the City to achieve its goals sooner and generate more potential savings. It also would also enable the City to avoid some of the potential pitfalls of Pension Obligation Bonds, such as taking on additional debt that may not result in completely paying down the existing UAL.

Below is a summary of the three potential ADP funding plan options, and their associated projected savings. It is important to note that regardless of the ADP plan term selected (15, 12, or 10 years), the savings generated would be recouped at the end of the specified target period.

**Funding UAL - Additional Discretionary Funding (ADP) Comparison**

| Target Period | Annual ADP | Final Year UAL (no ADP) | Final Year UAL w/ADP | Total Payments - no ADP | Total Payments w/ADP | Total Est. Savings |
|---|---|---|---|---|---|---|
| 10 yrs | $ 540,000 | FY2052 | FY2033 | $27,913,751 | $ 24,296,385 | $ 3,617,366 |
| | | | | | | |
| 12 yrs | 260,000 | FY2052 | FY2035 | 27,913,751 | 25,729,637 | 2,184,114 |
| | | | | | | |
| 15 yrs | 74,000 | FY2052 | FY2038 | 27,913,751 | 27,134,154 | 779,594 |

Source: PFM Presentation July 27, 2022

While a 10-year ADP funding plan would generate the largest amount of savings, it would seriously restrict the City’s cash flow and the ability to continue to make other improvements outlined within the City’s Fiscal Sustainability Plan. Conversely, a 15-year ADP funding plan would not provide enough additional funding in order to generate significant savings. For these reasons, the Budget Standing Committee is recommending an UAL funding payment plan utilizing 12-year funding, with an estimated savings of $2.2 million. This would require an additional ADP payment of $260,000 annually. PERS UAL funding is a prudent practice that has been used by many other municipalities and agencies, including Manhattan Beach, Newport Beach, and the Orange County Fire Authority.

The Budget Standing Committee has recommended approval of the adoption of a funding plan to paydown the UAL, utilizing ADP based on a 12-year target to reach a goal of 100% funding.

The Budget Standing Committee recommends the following plan and policy directives for the UAL paydown structure:

- Starting with the 2022/2023 Budget cycle, direct the City Manager to incorporate within the annual budget an Additional Discretionary Payment (ADP) of at least $260,000 in order to address the City's current PERS Unfunded Actuarial (UAL). The City Manager is further directed to include the same $260,000 in subsequent budgets, with the goal of achieving 100% funding within 12 years of adoption of this policy.
- Additionally, upon completion of the City's annual independent financial audit, should a surplus be identified and verified, at least 25% of the identified and verified surplus will be used to make an additional ADP payment. This payment is in addition to and does not supplant the already directed $260,000 annual payment.
- Any change to or rescission of this policy would require the City Council to hold a public hearing and make a finding of extreme financial danger to the City's infrastructure or public safety.

The purpose of this Unfunded Liability Pay-Down Policy ("Policy") is to provide guidance on the development and adoption of a funding plan for any Unfunded Accrued Liabilities ("UAL") that are calculated annually by CalPERS. The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This policy is intended to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and to demonstrate a commitment to long-term financial planning. The City's overall objective is to fund the CalPERS pension plan as near to 100% of the total accrued liability as possible. This funding policy will support the decision-making process of the City Council and is consistent with the overall purpose and goals of the City of Los Alamitos.

## FISCAL IMPACT

In order to reach the 12-year goal for 100% Unfunded Liability (UAL) funding, an Additional Discretionary Payment (ADP) of at least $260,000 per year will be needed. This amount is in addition to the normal contributions and unfunded liability payment that the City makes as specified by CalPERS. If adopted by the City Council, this amount will be included in future budgets.

Attachment:
1. Resolution 2022-33- PERS UAL Pay-Down Funding Policy
2. Exhibit A

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE PERS UAL PAY-DOWN FUNDING POLICY DATED NOVEMBER 2022**

**WHEREAS,** it is the City's desire to adopt a plan to fund the PERS Unfunded Accrued Liability (UAL), the Statement of UAL Pay-Down Funding Policy; and,

**WHEREAS,** the Statement of UAL Pay-Down Funding Policy is intended to provide guidelines on the development and adoption of a funding plan for Unfunded Accrued Liabilities (UAL) that are calculated annually by CalPERS; and,

**WHEREAS,** starting with the 2022/2023 Budget cycle, The Los Alamitos City Council directs the City Manager to incorporate within the annual budget an Additional Discretionary Payment (ADP) of at least $260,000 in order to address the City's current PERS Unfunded Actuarial (UAL); and,

**WHEREAS,** the City Manager is further directed to include the same $260,000 in subsequent budgets, with the goal of achieving a 100% funding within 12 years of adoption of this policy; and,

**WHEREAS,** additionally, upon completion of the City's annual independent financial audit, should a surplus be identified and verified, at least 25% of the identified and verified surplus will be used to make an additional ADP payment and this payment is in addition to and does not supplant the already directed $260,000 annual payment ;and,

**WHEREAS,** Any change to or rescission of this policy would require an action approved by the City Council during a public hearing and requiring a finding of extreme financial danger to the City's infrastructure or public safety.

**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 UAL Pay-Down Funding Policy, dated November 2022 attached hereto as Exhibit "A."

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

**PASSED, APPROVED, AND ADOPTED** this 14th day of November, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 14th day of November 2022, by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

**City of Los Alamitos PERS Unfunded Liability (UAL) Pay-Down Funding Policy**
**November 2022**

The purpose of this Unfunded Liability Pay-Down Policy ("Policy") is to provide guidance on the development and adoption of a funding plan for any Unfunded Accrued Liabilities ("UAL") that are calculated annually by CalPERS. This funding Policy should also support the decision-making process of the City Council and should be consistent with the overall purpose and goals of the City of Los Alamitos.

The City recognizes that a fiscally prudent Policy should:

- Maintain the City's sound financial position
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures
- Protect the City's creditworthiness
- Ensure that all pension funding decisions are structured to protect both current and future taxpayers, ratepayers and residents of the City, and
- Ensure that the City's debt is consistent with the City's strategic planning goals, objectives, capital improvement program, and/or budget.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This Policy is intended to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and to demonstrate a commitment to long-term financial planning. The City's overall objective is to fund the CalPERS pension plan near 100% of the total accrued liability, whenever possible.

The purpose of this funding policy is to establish a framework for funding the City of Los Alamitos' defined benefit pension plan, taking into account factors that are relevant to the plan and the City. These factors include:

- The financial position of the City
- Stability of the plan and / or the affordability of the annual contributions
- Benefit security
- The terms of the CalPERS contract for Los Alamitos, along with any related collective bargaining agreements
- Minimum funding requirements under State law

At its adoption, the approved funding plan will use a target of 12 years to reach 100% of the Unfunded Liability. It is acknowledged that a significant number of different factors may impact the City's ability to reach this target, including but not limited to:

- Changes in actuarial assumptions and experience changes (e.g., changes in the discount rate, changes in demographic experience, etc.);
- Changes in actuarial gains and losses due to asset returns being higher or lower than expected; and
- Changes in plan benefits.

As such the realized funding period could be extended or shortened based on these factors. After completion of the annual audit, all discretionary fund reserve balances will be reviewed by City staff. Based on any budgetary constraints at that time, a determination will be made that it is in the best interest of the City to use any available reserves or one-time savings from the prior fiscal year to make ADPs.

In the event it is necessary to reduce the ADP amounts lower than $260,000, a separate report to Council will be made to justify the reason for withholding the ADP along with appropriate financial support certified by the City Manager. ADP payments lower than $260,000 may only be made upon a finding by the City Council of extreme danger to the City's infrastructure or extreme danger to public safety.

Policy Directives:

- Starting with the 2022/2023 Budget cycle, The Los Alamitos City Council directs the City Manager to incorporate within the annual budget an Additional Discretionary Payment (ADP) of at least $260,000 in order to address the City's current PERS Unfunded Actuarial (UAL). The City Manager is further directed to include the same $260,000 in subsequent budgets, with the goal of achieving a 100% funding within 12 years of adoption of this policy.

- Additionally, upon completion of the City's annual independent financial audit, should a surplus be identified and verified, at least 25% of the identified and verified surplus will be used to make an additional ADP payment. This payment is in addition to and does not supplant the already directed $260,000 annual payment.

- Any change to or rescission of this policy would require an action approved by the City Council during a public hearing and requiring a finding of extreme financial danger to the City's infrastructure or public safety.

# City of Los Alamitos
## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 13C**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Emeline Noda, Director of Recreation & Community Services**

**Subject:** **Date Change for the July Fireworks Spectacular**


**SUMMARY**

This report provides a general overview of adjusting the annual 4th of July Fireworks Spectacular event to be held July 3 moving forward.


**RECOMMENDATION**

Direct Staff to change the event date for the Fireworks Spectacular to July 3, beginning in 2023.

**BACKGROUND**

The City of Los Alamitos Recreation and Community Services Department plans and executes an annual 4th of July Fireworks Spectacular event on July 4 in partnership with the City of Seal Beach. The host location of the Los Alamitos Joint Forces Training Base (JFTB). The event averages 7,000-8,000 participants and features a family zone, military static displays, musical entertainment, both food and commercial vendors, and a spectacular fireworks display.

**DISCUSSION**

Historically, the City of Los Alamitos has partnered with the Joint Forces Training Base to hold its annual 4th of July Fireworks Spectacular event on the Base on July 4. The event relies heavily on the support of military personnel at the Base who oversee security, set up, crowd control, and event logistics from several days prior to cleaning up the day after. JFTB personnel have been extraordinary in their professionalism and partnership over the years, working tirelessly to bring forth a spectacular event for the public.

Due to its status as a federal holiday, post event evaluation and discussion proposes moving the event date to July 3 to provide military personnel and their families the opportunity to celebrate and observe this National holiday.

Staff has made necessary contact with JFTB officials in addition to the contracted fireworks vendor (Fireworks & Stage FX America Inc.), all of whom agree to the proposed date change if approved by the City.

**FISCAL IMPACT**

None.

Attachment: None

# City of Los Alamitos
## CITY COUNCIL AGENDA REPORT

**MEETING DATE: November 14, 2022** **ITEM NUMBER: 14A**

**To:** **Mayor Shelley Hasselbrink & Members of the City Council**

**Presented By:** **Chet Simmons, City Manager**

**Subject:** **Ordinance No. 2022-07 - Regulation and Sale of Fireworks**


**SUMMARY**

This report provides the Council with an opportunity to discuss the potential use of safe and sane fireworks on the 4th of July, as well as their potential regulation and sale.


**RECOMMENDATION**

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2022-07, and set for adoption; and,

2. City Attorney Daudt read the title of Ordinance No. 2022-07, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 5.60 (FIREWORKS) TO TITLE 5 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE REGULATION AND SALE OF FIREWORKS".

**BACKGROUND**

In December 1986, City Council adopted Ordinance No. 492 prohibiting the sale, use or discharge of fireworks. Ordinance 492 banned all public displays that were not sponsored by the City.

Since the adoption of this ordinance, the City has hosted the annual fireworks spectacular at the Joint Forces Training Base (JFTB). With the coordination of the JFTB personnel, Police Department, and City staff, this event has been held every year on the 4th of July. Recently, base personnel requested that the event be moved to July 3rd so that military personnel can spend the holiday with their family instead of working the event.

Tonight's item provides an Ordinance for the Council's consideration that would allow for the use of safe and sane fireworks by the public on July 4, as well as allow for the regulated sale of safe and sane fireworks within the City limits.

There are currently ten Orange County cities that allow for safe and sane fireworks on July 4. These include the cities of Anaheim, Buena Park, Costa Mesa, Fullerton, Garden Grove, Huntington Beach, Santa Ana, Stanton, Villa Park, and Westminster.

**DISCUSSION**

The City's Municipal Code does not currently allow for the use or sale of safe and sane fireworks. The proposed Ordinance incorporates some of the best practices from surrounding cities regarding the use and regulation of safe and sane fireworks and is being presented as a discussion item for the City Council's consideration. The key components of the proposed Ordinance are highlighted below.

Use of Safe and Sane Fireworks

The proposed Ordinance would allow the use of safe and sane fireworks within the City limits. Their use would be limited to the 4th of July between the hours of 10:00 a.m. to 10:00 p.m.. The use of fireworks would also be limited to outdoor residential property and residential streets. Fireworks would continue to be prohibited on commercial or industrial property. Fireworks would also be prohibited at City parks and facilities. If adopted, any individual found to be in violation of these regulations would be subject to a $1,000 fine.

Sale of Safe and Sane Fireworks

The proposed ordinance would allow for the regulated sale of safe and sane fireworks within the City limits. These sales would be permitted to commence on July 1st and continue through July 4th. The proposed ordinance highlights necessary permits and safety plans that would need to be approved by the City prior to the operation of any sales location.

Number of Stands

Staff has contacted our current pyrotechnic company, as well as neighboring cities, regarding sales locations operations and the appropriate number of locations. Taking into account this industry knowledge and the geographical size of Los Alamitos, the permitting of two sales locations is being recommended at this time.

Sales Location Operations

Individual sales locations require a significant amount of resources and personnel in order to run effectively. It has become customary for cities to delegate the operation and management of these sales locations to area non-profits in order to serve as a fund-raising mechanism for the work they do in the community. Given the limited number of sales locations that could effectively operate within the City and the number of non-profits located in Los Alamitos, the proposed ordinance outlines a management and operation structure that would allow for all Los Alamitos non-profits to participate in the revenue-generating potential of the two sales locations.

Under the proposed structure, the two location's operations would be managed and operated by the Los Alamitos Community Foundation (LAFC). As part of the permitting process, LAFC would be required to offer other non-profits located in Los Alamitos working-shifts at each of the sales locations. These working-shifts would serve as the basis for a required revenue sharing between the involved non-profits and would allow for all non-profits in the City to generate funds for their respective non-profits. This also allows for each nonprofit to determine their own level of involvement, based on their member's time availability. This methodology has been successfully deployed by other non-profits in Los Alamitos.

**Public Safety Insights**

Comments from the Police Department

Staff reached out to surrounding agencies that allow safe and sane fireworks in order to assist in determining their overall impact. In surrounding cities, Police Services have noted that legal fireworks have had an impact on police resources, including increased calls for service and ensuring regional resources remain available. For example, the 2022 July 4th Operations Plan for the City of Stanton involved additional patrol personnel, plain clothes personnel, SWAT personnel, Reserve Deputy Sheriff's, and contingency plans for the OCSD Bomb Squad to respond to any large scale incidents.

Data for "firework" related calls for service in Los Alamitos over the past 5 years is provided below. Calls for service are from July 3rd and July 4th. Included is the day of the week July 4th fell on.

| **Year** | **Calls for Service (July 3-4)** | **Day of the Week July 4th fell on** |
|---|---|---|
| 2022 | 10 | Monday |
| 2021 | 17 | Sunday |
| 2020 | 19 | Saturday |
| 2019 | 7 | Thursday |
| 2018 | 6 | Wednesday |

The data shows an increase in calls for service when the holiday falls on a weekend. It is safe to assume there would be an increase in calls for service if the City were to allow for safe and sane fireworks. The surrounding cities of Hawaiian Gardens, Garden Grove, Buena Park, Stanton, and Westminster currently sell safe & sane fireworks. During firework season, the Los Alamitos Police Department regularly encounters residents lighting safe and sane fireworks due to the proximity of firework stands. Therefore, the police department acknowledges that the call volume related to fireworks would likely increase, but we do not anticipate there will be a significant increase. Our preliminary plan is to address the increase in calls for service from July 1st to July 4th with one officer working overtime and designated to only handle calls for service related to fireworks.

Comments from Orange County Fire Authority

Over the past 5 years, Orange County averaged close to 37 fireworks-related injuries per year around the Independence Day holiday (June 30th-July 5th). Most of the fireworks-related injuries were caused by an illegal or an unknown type of firework. Safe and Sane fireworks accounted for a very small percentage of reported injuries. In comparison to the national average of injuries reported, Orange County seems to be significantly lower in average injuries.

In comparison to 2021, reported fireworks-related property loss increased in Orange County for 2022. However, reported acreage that was lost due to fireworks-related fires, was similar to 2021. In Orange County Fire Authority's jurisdiction, 8 fireworks-related incidents were reported in 2022.

Each year, Orange County Fire Authority measures the amount of fireworks confiscated over the Independence Day holiday. In 2022, the amount of reported confiscated illegal fireworks to local fire departments and law enforcement agencies was higher to confiscation numbers in 2021 (5861.2 lbs this year versus 3489.9 lbs in 2021).

## FISCAL IMPACT

There is no fiscal impact with the adoption of this ordinance. It is anticipated that expenditures related to staff time for monitoring and enforcement will be incurred but will remain within already budgeted thresholds.

Attachment: 1. Ordinance No. 2022-07

# ORDINANCE NO. 2022-07

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 5.60 (FIREWORKS) TO TITLE 5 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE REGULATION AND SALE OF FIREWORKS

**WHEREAS,** pursuant to Health and Safety Code section 12541, the City Council is authorized to regulate the sale, use, and discharge of fireworks within City limits; and

**WHEREAS,** State law divides fireworks into two (2) categories: "dangerous" and "safe and sane" fireworks (California Health and Safety Code sections 12500 et. seq.); and

**WHEREAS,** only "safe and sane" fireworks are sold in California for private use because they are considered less dangerous to individuals and pose less of a risk of causing fire and damage to property since such fireworks do not fly, explode, shoot projectiles, travel, or leave the ground, and such fireworks usually exclude very large fireworks of other dangerous devices like rockets and aerial shells; and

**WHEREAS,** the City Council desires to establish regulations governing the sale, use, and discharge of safe and sane fireworks within City limits.

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

SECTION 1. Chapter 5.60 (Fireworks) is hereby added to Title 5 (Business Licenses and Regulations) of the Los Alamitos Municipal Code to read as follows:

**CHAPTER 5.60 FIREWORKS**


5.60.010 Temporary Fireworks Stand Permits
5.60.020 Limitation on Total Number of Permits
5.60.030 Eligible Organizations
5.60.040 Application
5.60.050 Permit Issuance
5.60.060 Safe and Sane Fireworks
5.60.070 Time Limit on Sales of Fireworks
5.60.080 Temporary Fireworks Stand Regulations
5.60.090 Complying with Application
5.60.100 Indemnity and Liability Insurance
5.60.110 Location of Temporary Fireworks Stands
5.60.120 Exits and Locking Devices
5.60.130 Fire Extinguisher

5.60.140 Overnight Habitation Prohibited
5.60.150 Sale, Possession and Discharge of Fireworks
5.60.160 Appeal Provisions
5.60.170 Seizure and Disposal of Fireworks
5.60.180 Administrative Penalty
5.60.190 Suspension and Revocation

**5.60.010 Temporary Fireworks Stand Permits**

A. Permits for temporary fireworks stands for the display and retail sales of fireworks shall be issued by the Development Services Department or his/her designee only in accordance with the provisions of this chapter.

B. The Development Services Department or his/her designee shall have the discretionary authority to grant or deny a permit, subject to reasonable conditions as may be prescribed.

C. In addition to the permit issued by the City, each qualified permittee shall obtain the permit required by the Orange County Fire Authority. Each permittee shall work with the Orange County Fire Authority to ensure safe operation of the temporary fireworks stand and to prepare and deliver educational material to customers pertaining to fire safety in the use of fireworks at any location. In addition, each permittee agrees to present such educational materials in a programmed manner to its members on an annual basis, and to the public in conjunction with sales from fireworks stands.

**5.60.020 Limitation on Total Number of Permits**

There shall be a maximum of two permits issued for temporary fireworks stands each year.

**5.60.030 Eligible Organizations**

A. All annual permits for temporary fireworks stands shall be awarded to the Los Alamitos Community Foundation (Foundation). As a condition of issuance of any permit, the Foundation is required to allow other locally based tax-exempt organizations, as described in this Section 5.60.030, to provide personnel to assist with the sale of fireworks and share in a portion of revenue generated from the fireworks stands. The management and revenue share for the temporary fireworks stands will be overseen by the Foundation.

B. The City Council finds that locally based tax-exempt organizations consistently contribute to the public health and safety of City residents by: donating time and funding to a variety of community events; assisting individuals with medical, educational, and moral support; conducting unique volunteered events contributing to the City's historical and cultural heritage. These organizations further contribute to the City's mission of providing cost effective public services to the community. They are also uniquely qualified to assist in educating City residents in fire safety procedures as further

provided herein. Accordingly, based upon these contributions, the City Council finds and determines that it is appropriate to designate such organizations located within City limits as the only organizations eligible to sell fireworks under the conditions set forth in this chapter.

C. Only federally certified non-profit tax-exempt organizations located within the City limits and primarily benefiting the Los Alamitos community are eligible to sell fireworks pursuant to this chapter.

**5.60.040 Application**

A. An application for a temporary fireworks stand permit shall be made in writing on forms prescribed by the Development Services Department and filed therewith not later than March 31st of the year for which the permit is requested. If March 31st falls on a weekend, official City holiday, or a day in which City Hall is closed, the application will be due on the next business day when the City is open for business.

B. Such application and permit shall only be issued to a regular member of the stated organization, and he or she shall be held responsible for compliance with all rules and regulations.

C. Permits are not transferable or assignable, shall only be valid for the dates specified in the permit, and shall be subject to all conditions set forth in the permit.

D. A completed permit application package shall include, but not be limited to:

1. Name, residence or physical business address, contact number, email address, proper identification, and signature of an authorized representative of the permit applicant;

2. Copy of the applicant's IRS 501(c)(3) Charitable Organization Determination Letter;

3. The location of the proposed temporary fireworks stand, along with a notarized affidavit from the property owner authorizing locating the stand on such property;

4. Fireworks distributor's (the "company") name, address, telephone number, and point of contact;

5. A copy of the sales tax permit from the California Department of Tax and Fee Administration with the address of the fireworks stand;

6. A copy of a valid State Fire Marshal Retail Fireworks License;

7. A completed City business tax application with the organization's Federal Tax Identification Number (FEIN). The FEIN must match the FEIN in the IRS 501(c)(3)

Charitable Organization Determination Letter;

8. A legible, color copy of a Plot Plan showing the stand location and distances from buildings, structures, or other facilities that may impact the access, circulation or safety of the stand, workers and patrons;

9. Additional information as reasonably required by the City to process the application or the Orange County Fire Authority to evaluate the proposed operation of a temporary fireworks stand by the applicant;

10. A completed liability release and indemnity form pursuant to Section 50.060.100 executed by the individual(s) authorized to bind the organization applying for the permit; and

E. Incomplete or inaccurate applications will be denied.

**05.60.050 Permit Issuance**

The Development Services Department, or his/ her designee, shall approve or deny each application for a City permit based upon:

A. An assessment of the applicant's proposed operations for compliance with the various provisions of this chapter;

B. If the applicant is a past permit holder, and if the applicant's:

1. Prior compliance with the various provisions of this chapter and any conditions imposed in the prior permit; and if,

2. The applicant's prior safety history in the operation of a temporary fireworks stand; and

C. An assessment of the proposed operation of the stand relative to the protection of the public health, safety, and welfare. Conditions may be imposed on permit issuance in order to ensure compliance with the provisions of this chapter and as determined to be appropriate to protect the public health, safety, and welfare from the potential impacts of the operation of the stand.

**5.60.060 Safe and Sane Fireworks**

Except as expressly permitted and pursuant to the requirements of this chapter, it shall be unlawful to possess, sell, use, display or discharge, within the City, those fireworks not bearing the seal of the State Fire Marshal and that are defined and classified as "safe and sane fireworks" as prescribed in Section 12529 of the California Health and Safety Code and relevant sections of Title 19, Code of Regulations.

### 5.60.070 Time Limit on Sales of Fireworks

Retail sales of safe and sane fireworks are authorized in the City for temporary fireworks stand permit holders only on the dates and during the times in this section. Retail sales shall be limited to that time, between the hours of 10:00 a.m. and 10:00 p.m. during the days of July 1st, July 2nd, and July 3rd, and between the hours of 10:00 a.m. and 9:00 p.m. on July 4th of that same year. All sales of fireworks shall cease at 9:00 p.m. on July 4th, until the next calendar year.

### 5.60.080 Temporary Fireworks Stand Regulations

All temporary fireworks stands, or the display and sale of safe and sane fireworks, shall be located, maintained, and operated subject to the provisions of this chapter.

A copy of the approved application and point of contact information including name, phone number, and email address shall be visibly posted in the stand at all times.

### 5.60.090 Complying with Application

Any person or organization operating any permitted temporary fireworks stand shall abide by and comply with all matters set forth in the application for such permit, all regulations relating thereto and established by ordinance, all restrictions and conditions imposed by the Development Services Department or his/her designee in granting the permit, and the regulations and conditions under the Orange County Fire Authority permit. Failure to comply with such regulations, conditions, or ordinances is subject to penalty as provided for by law and this code, including, but not limited to, the revocation of any current permit and the denial of a future permit to the violator.

### 5.60.100 Indemnity and Liability Insurance

A. Indemnification. As a condition to issuance of a permit under this chapter, each permittee shall execute a liability release and indemnity form approved by the City Attorney providing that such permittee will release, indemnify, hold harmless, and defend the City of Los Alamitos, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any nature, that may be asserted by any person or entity from any cause whatsoever arising from the activities of permittee, its subcontractors, employees, volunteers, and/or agents in connection with operation of the stand.

B. As a condition to issuance of a permit under this chapter, prior to the erection of any stand, each permittee shall procure and maintain in full force and effect during the term of the permit a policy of commercial general liability insurance acceptable to the City, which provides coverage against claims for injuries to persons or damages to property which may arise from or in connection with the operations in and about the stand and

premises. Such policy shall provide coverage on a per occurrence basis and be in such amount determined by the City Manager or designee to be necessary under the circumstances, which amount shall not be less than $1,000,000.00 per occurrence, and shall be endorsed to name the City, its officers, officials, agents, employees and volunteers as additional insureds and that the permittee's insurance is primary and non-contributory as respects the City. No permit issued hereunder shall be effective until proof of the required insurance is submitted to the City. The City Manager or designee is authorized to promulgate rules or requirements regarding acceptable insurance carriers, provisions, endorsements, and/or forms acceptable to the City.

**5.60.110 Location of Temporary Fireworks Stands**

A. No temporary fireworks stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No temporary fireworks stand shall be permitted within 1,000 feet of any City park or facility.

**5.60.120 Exits and Locking Devices**

Each temporary fireworks stand erected shall have not less than two exits. Such exits shall be so placed as to provide immediate egress from either end of the stand. Exit doors shall only be locked in such a manner as to be readily openable from the interior without special knowledge, effort or tools, including keys.

**5.60.130 Fire Extinguisher**

There shall be maintained in each temporary fireworks stand within which fireworks are sold or offered for sale an approved Class 2A fire extinguisher. Whenever a temporary fireworks stand is being provided with electrical power from a gasoline-powered generator, an additional 10BC, dry chemical, fire extinguisher shall be installed. Fire extinguishers shall be placed and maintained in locations that are readily accessible for use, and each person who intends to assist in the operation of a temporary fireworks stand will receive instruction on their location and use.

**5.60.140 Overnight Habitation Prohibited**

There shall be no overnight sleeping by owners, personnel, or anyone within the temporary fireworks stand. Nighttime watch service may be permitted, provided persons shall be no closer than 50 feet from the stand.

**5.60.150 Sale, Possession and Discharge of Fireworks**

A. Safe and sane fireworks as defined in Section 5.60.060 of this chapter may be discharged within the City only on July 4th of each year between the hours of 10:00 a.m.

and 10:00 p.m.

B. Unless expressly authorized in this code or under state or federal law, no person shall sell, offer for sale, purchase, possess, store, use or discharge fireworks of any kind in the City.

C. No person engaged in the business of the sale or disposition of fireworks shall sell, furnish, give, or cause to be sold, furnished or given away, any fireworks as defined in Section 5.60.060, to any person under the age of 18 years.

D. No person under the age of 18 years shall purchase any fireworks, as defined in Section 5.60.060.

E. No person under the age of 18 years shall use or discharge any fireworks within the City except when under the direct supervision and in the presence of an adult.

F. No person shall use or discharge any fireworks on any commercial, industrial, or publicly owned parcel within the City.

G. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall sell, offer for sale, purchase, possess, store, use, or discharge any fireworks in the City.

H. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall cause or allow the sale, purchase, possession, storage, use, or discharge of any fireworks on property that such person owns or controls.

I. No person shall allow the use or discharge of any safe and sane fireworks within 10 feet of any residence, dwelling, or other structure.

J. As used in this chapter, the term “fireworks” shall include all fireworks as defined in Sections 12505 and 12511 of the California Health and Safety Code.

K. Following the discharge of any fireworks, after they have sufficiently cooled, shall be placed in the black garbage containers. The period to wait for fireworks to cool should be no sooner than the next morning; unless water is used for cooling.

L. Nothing in this chapter shall preclude the City of Los Alamitos from presenting a “public display of fireworks,” as that term is defined in California Health and Safety Code Section 12524 or any successor provision thereto.

**5.60.160 Appeal Provisions**

An applicant may appeal any permit condition, denial, revocation or suspension to the City Manager within 10 days from the date of the action, by filing a notice of appeal in writing to the City Clerk. The City Manager or his/her designee will review the appeal de

novo, and may grant or deny the permit, reinstate the permit, and impose reasonable conditions as the City Manager or designee may determine to be appropriate. Prior to making a decision the City Manager or designee may request additional information from the applicant or City staff. The decision of the City Manager will be final.

### 5.60.170 Seizure and Disposal of Fireworks

The City Manager, or his/ her designee, or any appropriate law enforcement authority shall have the authority to seize, take, remove, cause to be removed, and dispose of all fireworks sold, offered for sale, purchased, possessed, used, or held in violation of this chapter or otherwise constituting a fire nuisance. Any seizure, removal, or disposal of fireworks pursuant to this section shall occur in compliance with all applicable statutory, constitutional, and decisional law. In addition to any applicable penalties, fines, or available remedies, the owner and possessor of the fireworks shall be liable to the City for the actual costs of seizure, removal, and disposal of such fireworks.

### 5.60.180 Administrative Penalty

Any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

| Number of offences in 1-year period | Amount of Administrative Penalty |
|---|---|
| First | $1,000.00 |
| Second | $2,000.00 |
| Third | $3,000.00 |

### 5.60.190 Suspension and Revocation

A. The City Manager or his/her designee, or any appropriate law enforcement authority, may immediately suspend a permit and close a temporary fireworks stand, upon determining that the operation of the stand creates an imminent or substantial danger to the public health, safety or welfare.

B. The City Manager or his/her designee may revoke any temporary fireworks stand permit when it is determined that the permittee has: (1) failed to comply with any provisions of this chapter; (2) violated any condition of its temporary fireworks stand permit; (3) operated or is operating a temporary fireworks stand in a manner which causes or threatens to cause a danger to the public health, safety or welfare.

C. Any determination to immediately suspend or revoke a permit and close a stand shall be deemed final upon issuance, and subject to immediate judicial review.

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 3. 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 19th day of December, 2022.

_____
Shelley Hasselbrink, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss.
CITY OF LOS ALAMITOS )

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at an adjourned regular meeting of the City Council on the 14th day of November, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of December, 2022, by the following roll-call vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk