

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

CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, June 20, 2023 – 6:00 PM

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

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

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 42 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II]. Language translation services are available for this meeting by calling the City Clerk's Office least 42 hours in advance

If you are unable to attend this meeting in person, 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 "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting 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. You may also view the meeting live on local cable channel 3.

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 Doby

Mayor Pro Tem Nefulda Council Member Hasselbrink Council Member Hibard
Council Member Murphy

3. PLEDGE OF ALLEGIANCE

Mayor Doby will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Nefulda will give the Invocation.

5. PRESENTATIONS

- A. Badge Pinning Ceremony Honoring Captain Kain Gallagher**
- B. Presentation of a Plaque to Officer Marc Navarro for Being Awarded the Attorney General's Award for Distinguished Service in Community Policing**
- C. Presentation to Community Partners in Recognition of Supporting the 40th Infantry Division at the Joint Forces Training Base**
- D. Presentation of a Certificate to Garage Pilates in Recognition of Being Featured in the Mayor's Business Spotlight**
- E. Presentation of a Proclamation to the Parks, Recreation, and Cultural Arts Commission Recognizing Parks Make Life Better Month**
- F. Presentation by Marilynn Poe, Board President, Providing an Update Regarding the Los Alamitos Museum Association**
- G. Presentation by Police Sergeant Krogman Regarding an Update on E-Bike Safety**

6. ORAL COMMUNICATIONS

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

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

8. UPDATES FROM CITY STAFF

At this time, City Staff may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from May 1, 2023 to May 31, 2023.

Recommendation: Ratify the Warrants for the period from May 1, 2023 to May 31, 2023 in the amount of \$1,524,160.27.

Roll Call

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

10. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Regular Meeting Minutes of May 15, 2023.

B. Approval of the Request for Bids (RFB) 2023-03 and Authorization to Bid for Community Center Divider Wall Replacement Project (Development Services)

This item authorizes the solicitation of bids for the installation and/or upgrade of an existing divider wall in the Los Alamitos Community Center.

Recommendation:

1. Approve the Request for Bids (RFB) 2023-03 for the installation/upgrade to the Community Center Divider Wall Replacement Project; and,
2. Authorize Staff to advertise and solicit bid proposals.

C. Los Alamitos Museum Association: Proposed Schedule, Yearly Recap, and Budget (Administration)

The Los Alamitos Museum Association's proposed schedule, yearly recap, and budget for the 2023-2024 fiscal year are being provided to the City Council for approval.

Recommendation:

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2023-2024; and,
2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

D. Resolution 2023-18 - Approving the Fiscal Year 2023-2024 Project List for SB-1 Funds in the estimated amount of \$294,072 towards the Carrier

Row Street Improvement Project (Development Services)

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB-1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of the RMRA funding for road improvements for the Carrier Row Street Improvement Project FY 22-23 in the estimated amount of \$294,072.

Recommendation:

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2023-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE CARRIER ROW NEIGHBORHOOD STREET IMPROVEMENT PROJECT FY 23-24."

E. Amendment No. 1 with Fuscoe Engineering, Inc. for Consulting Services (Development Services)

This item provides a basis for continuing consulting services with Fuscoe Engineering, Inc. regarding the annual preparation of the City's Program Effectiveness Assessment (PEA) Report for two (2) additional years for an annual cost of \$15,000, resulting in a total cost of \$30,000. The current Consulting Services Agreement (CSA) will expire on June 21, 2023, and includes two (2) permissible two- year extensions.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Consulting Services Agreement (CSA) with Fuscoe Engineering, Inc. for a two-year contract extension ending on June 21, 2025 for an annual amount of \$15,000 and a total two-year amount of \$30,000.

F. Amendment No. 1 with Crosstown Electrical & Data Inc. for Traffic Signal Maintenance Services (Development Services)

This item provides a basis for continuing services with Crosstown Electrical & Data Inc., to provide citywide traffic signal maintenance services for one additional year. The current Professional Services Agreement (PSA) will expire on June 21, 2023, but the parties can agree to utilize the first of three (3) allowable one-year extensions.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement (PSA) with Crosstown Electrical & Data Inc. for a one-year contract extension ending on June 21, 2024 in the amount of \$14,742 for routine inspections and an additional amount of \$30,000 for emergency services for a maximum contract amount totaling \$44,742 annually.

G. Measure M2 Seven Year Capital Improvement Program (Development Services)

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program, adoption of a resolution attesting to the County's Master Plan of Arterial Highways Circulation Element and Mitigation Fee Program, adoption of a resolution attesting to the Pavement Management Plan, and adoption of a resolution attesting to the update to the Local Signal Synchronization Plan (LSSP).

Recommendation:

1. Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2023/24 through 2029/30, to comply with Measure M2 eligibility criteria; and,
2. Adopt Resolution No. 2023-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM"; and,
3. Adopt Resolution No. 2023-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM"; and,
4. Adopt Resolution No. 2023-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS CONCERNING THE UPDATE OF THE

LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM”.

H. Approval of Street Curb Address Painting Services for the 2023 Cycle with Canning Hunger (Development Services)

In November of 2003, City Council adopted Resolution No. 1939 allowing non-profit organizations located outside of the City to benefit from the administration of a street address painting contract within the City. The City’s process requires that the interested non-profit organization(s) apply bi-annually for City Council approval.

Recommendation:

1. Authorize street curb address painting services for 2023 on a strictly donation basis, with Canning Hunger; and,
2. Authorize the City Manager to issue a no-fee solicitor’s permit and no-fee encroachment permit.

I. Notice of Completion (NOC) for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03) (Development Services)

The City of Los Alamitos hired a roadway contractor for street improvements related to grind and overlay of various residential streets throughout the City as part of the City’s ongoing pavement management program. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

Recommendation:

1. Accept as complete the construction by RJ Noble Company for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder’s Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$72,201.35, thirty-five (35) days after recordation of the Notice of Completion.

J. Approval of Plans and Specifications and Authorization to Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-

06) (Development Services)

The City of Los Alamitos is being awarded \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program.

This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) and City Manager authorization to sign the Master Agreement(s) with Caltrans to facilitate the funding.

Recommendation:

1. Approve the plans and specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,
2. Authorize Staff to advertise and solicit bid proposal; and,
3. Adopt Resolution No. 2023-12, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS RELATED TO CLAIMING FUNDS FOR THE BLOOMFIELD NEIGHBORHOOD STREET REHABILITATION PROJECT (CIP NO. 22/23-06) FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION."

K. Approval of the Request for Proposals (RFP) 2023-03 and Authorization to Bid for Concrete Shaving Remediation Services (CIP No. 22/23-08) (Development Services)

This item recommends action to solicit bids that will facilitate concrete shaving remediation services throughout the City.

Recommendation:

1. Approve the Request for Proposals (RFP) 2023-03 for concrete shaving remediation services throughout the City; and,
2. Authorize Staff to advertise and solicit bid proposals.

L. Annual Comprehensive Financial Report (ACFR) (Finance)

For City Council consideration is the receipt of the fiscal year 2021-22 audit reports.

Recommendation: Receive and file the annual audit reports for fiscal year 2021-22, including the Annual Comprehensive Financial Report (ACFR) and Report on Applying GANN Agreed- Upon Procedures (GANN AUP) Appropriation Limit Worksheets.

M. Community Development Block Grant (CDBG) Program Cooperative Agreement – Amendment for Fiscal Years July 1, 2024 – June 30, 2027 (Development Services)

The County of Orange is currently in the process of re-qualifying for entitlement status as an Urban County. This entitlement status and the number of cities participating in the Urban County are part of determining Community Development Block Grant (CDBG) funding for an Urban County. Consistent with the Department of Housing and Urban Development (HUD) regulations, they sent existing participating cities notification of the current Cooperation Agreement and new Amendment. The agreement requires signatures from the Los Alamitos City Council to renew automatically (for July 1, 2024 – June 30, 2027) unless the City notifies the County and HUD in writing of its intent to terminate the agreement at the end of the current qualification period (June 30, 2023).

Recommendation: Authorize the City Manager to execute Amendment No. 6 to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize Community Development Block Grant (CDBG) program funds for Fiscal Years July 1, 2024 – June 30, 2027.

11. PUBLIC HEARING

A. Annual Operating and Capital Improvement Program Budget Adoption for Fiscal Year 2023-24 (Finance)

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

Recommendation:

1. Review, receive, and file the department overviews for Fiscal Year 2023-24; and,
2. Conduct a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopt Resolution No. 2023-16, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2023-24"; and,
4. Authorize the City Manager to enter into the Side Letter Agreement with

the Teamsters; and,

5. Authorize the City Manager to enter into the Side Letter Agreement with the Police Officers Association (POA); and,
6. Adopt Resolution No. 2023-17, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION NUMBER 2023-09, THE SALARY AND BENEFIT RESOLUTION FOR NON- REPRESENTED EMPLOYEES"

12. 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.

13. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: June 15, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 9A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from May 1, 2023 to May 31, 2023.

RECOMMENDATION

Ratify the Warrants for the period from May 1, 2023 to May 31, 2023 in the amount of \$1,524,160.27.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The grand total of \$1,524,160.27 represents checks and electronic fund transfers for the period May 1, 2023 to May 31, 2023.

Attachment: 1. Council Report - May - FINAL

CITY OF LOS ALAMITOS
A/P Warrants
JUNE 20, 2023

To Ratify

Pages:

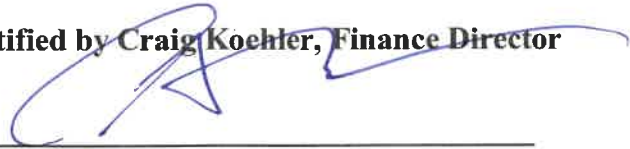
1-7	\$403,513.05	Warrant	05/04/2023
8-12	199,598.92	Warrant	05/18/2023
13-17	47,583.56	Cal-Card	05/18/2023
18	1,308.31	Advanced Warrant	05/23/2023
19-22	139,338.64	Warrant	05/31/2023
23	8,596.68	May Retirees	05/01/2023
24	219,831.58	Payroll	05/12/2023
25	191,085.74	Benefits & Withholdings	05/12/2023
26	208,289.22	Payroll	05/26/2023
27	105,014.57	Benefits & Withholdings	05/26/2023

Grand Total \$ 1,524,160.27

The attached Warrant Register containing checks and electronic funds transfers for the period from May 1, 2023 to May 31, 2023, 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 June, 2023

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	CAPTAIN DODGE DUR OUTF	GARAGE FUND	GARAGE	27,597.36
		GARAGE FUND	GARAGE	2,591.45
			TOTAL:	30,188.81
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 3/19-4/1	GENERAL FUND	TRAFFIC	5,783.43
	CROSSING GUARDS 4/2-4/15	GENERAL FUND	TRAFFIC	3,933.65
			TOTAL:	9,717.08
ALLIANT INSURANCE SERVICES, INC.	LIABILITY INSURANCE-INSTRU	GENERAL FUND	COMMUNITY SERVICES	827.00
			TOTAL:	827.00
AMERICAN RENTALS	RENTAL - SCISSOR LIFT	GENERAL FUND	STREET MAINTENANCE	698.76
	RENTAL - TRAILER CONCRETS	GENERAL FUND	STREET MAINTENANCE	376.51
			TOTAL:	1,075.27
AMERICREDIT FINANCIAL SERVICES, INC	AMERICREDIT FINANCIAL SERV	GARAGE FUND	GARAGE	1,159.21
			TOTAL:	1,159.21
ANDERSON ELECTRICAL & LIGHTING SERVICE	BLDG ELECTRICAL MNTC PD	GENERAL FUND	BUILDING MAINTENANCE	150.00
	OAK FIELD LIGHTS REPAIR	GENERAL FUND	SPORTS	835.00
			TOTAL:	985.00
BARBARA BANNERMAN	YOGA W/BARBARA DROP-IN 4/1	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA W/BARBARA DROP-IN 4/1	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	29.25
BEE REMOVERS	WASP REMOVAL-COMMERCIAL	GENERAL FUND	STREET MAINTENANCE	125.00
			TOTAL:	125.00
CALIFORNIA VISION SERVICE	NEW FULL TIME EMPLOYEE VIS	GENERAL FUND	ADMINISTRATION	1,881.32
			TOTAL:	1,881.32
CAMERON WELDING	WELDING AND SHOP SUPPLIES	GENERAL FUND	STREET MAINTENANCE	180.25
			TOTAL:	180.25
CANON FINANCIAL SERVICES, INC.	BW 7 CL METER USAGE MAR202	GENERAL FUND	RECREATION ADMINISTRAT	498.51
			TOTAL:	498.51
CDW GOVERNMENT, INC.	1 ADD'L ADOBE LICENS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	94.77
			TOTAL:	94.77
CHARLES ABEOTT ASSOCIATES, INC.	PROP SCVS MAR 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	320.00
	BUILDING & SAFETY SVCS MAR	GENERAL FUND	BUILDING INSPECTION	33,771.38
			TOTAL:	34,091.38
CINTAS CORPORATION NO. 2	FIRST AID CK & REFILL MAR2	GENERAL FUND	BUILDING MAINTENANCE	1,830.05
			TOTAL:	1,830.05
CIVICPLUS, LLC	CIVIC ENGAGE - CITY WEBSIT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,413.20
			TOTAL:	8,413.20
CLEANSTREET	MO ST SWEEPING FEB 23	GENERAL FUND	STREET MAINTENANCE	5,463.99
			TOTAL:	5,463.99
COSTAR REALTY INFORMATION, INC.	COSTAR REALTY-APRIL 2023	GENERAL FUND	ADMINISTRATION	750.00
			TOTAL:	750.00

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COUNTY OF ORANGE TREASURER-TAX	OCSD TECH DIV QTRLY 4/23-6	GENERAL FUND	COMMUNICATIONS TECHNOL	6,330.00
	OC FINGERPRINTS AFIS 04/10	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
	OCATS CIRCUIT SUPPORT APR3	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	8,044.33
DANIELS TIRE SERVICE	VEHICLE MNTC	GARAGE FUND	GARAGE	927.35
			TOTAL:	927.35
DARIN I. COUNCIL	KEYS FOR YOUTH CENTER	GENERAL FUND	BUILDING MAINTENANCE	392.19
	KEYS FOR COMMUNITY CTR	GENERAL FUND	BUILDING MAINTENANCE	1,173.41
			TOTAL:	1,565.60
DELL MARKETING L.P.	DELL DESK & SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,077.91
			TOTAL:	2,077.91
DELTA DENTAL INSURANCE COMPANY	DELTA COVERAGE MAY 23	GENERAL FUND	ADMINISTRATION	4,255.50
			TOTAL:	4,255.50
DELTA DENTAL OF CALIFORNIA	DELTA COVERAGE MAY 23	GENERAL FUND	ADMINISTRATION	391.55
			TOTAL:	391.55
ELLIE SPECIAL EVENT, INC.	PARKLET SERIES - MAY 4	AMERICAN RESCUE FL NON - DEPARTMENTAL		3,300.00
	PARKLET SERIES - APRIL 37	AMERICAN RESCUE FL NON - DEPARTMENTAL		3,300.00
	PARKLET SERIES - MAY 11	AMERICAN RESCUE FL NON - DEPARTMENTAL		3,300.00
			TOTAL:	9,900.00
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOY INS SEP22-DEC22	SELF INSURANCE TRU INSURANCE		2,590.42
			TOTAL:	2,590.42
ERIN CHOI	3 STACKING RING MAKING CLA	GENERAL FUND	SPECIAL CLASSES	52.00
			TOTAL:	52.00
EWLES MATERIALS	FLAIBED DUMP	GENERAL FUND	STREET MAINTENANCE	250.00
			TOTAL:	250.00
CARRI FOX	LINE DANCE DROP-IN 4/12	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP-IN 4/19	GENERAL FUND	SPECIAL CLASSES	33.60
			TOTAL:	75.60
FRONTIER COMMUNICATIONS	PD PHONE LINES-ALARMS 04/2	GENERAL FUND	COMMUNICATIONS TECHNOL	356.57
			TOTAL:	356.57
GALLS / QUARTERMASTER	UNIFORMS FOR CAPTAIN BYERL	GENERAL FUND	POLICE ADMINISTRATION	187.54
			TOTAL:	187.54
GANNAHL LUMBER COMPANY	SUPPLIES	GENERAL FUND	STREET MAINTENANCE	26.25
			TOTAL:	26.25
GEORGE HILLS COMPANY, INC.	GEORGE HILLS 05/01-05/31	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
TRAVIS W GOERTZ	PARKLET SERIES - BAND 5/11	AMERICAN RESCUE FL NON - DEPARTMENTAL		3,700.00
			TOTAL:	3,700.00
GOLDEN STATE WATER COMPANY	4772 KATELLA	GENERAL FUND	STREET MAINTENANCE	505.48
	4820 KATELLA	GENERAL FUND	STREET MAINTENANCE	744.17

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10703 LOS AL BLVD	GENERAL FUND	STREET MAINTENANCE	655.65
	11093 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	160.86
	11175 LOS ALAMITOS IRR	GENERAL FUND	STREET MAINTENANCE	249.86
	10786 REAGA	GENERAL FUND	STREET MAINTENANCE	148.55
	10961 REAGA	GENERAL FUND	STREET MAINTENANCE	148.13
	10492 SIERRA CR	GENERAL FUND	STREET MAINTENANCE	106.88
	10972 BLOOMFIELD (LAUREL P	GENERAL FUND	PARK MAINTENANCE	749.61
	10973 BLOOMFIELD (LAUREL P	GENERAL FUND	PARK MAINTENANCE	1,495.61
	3662 KEMPTON DR	GENERAL FUND	PARK MAINTENANCE	1,482.90
	10822 PINE (PINE PARK)	GENERAL FUND	PARK MAINTENANCE	309.10
	3701 TOLAND (STANSEURY PAR	GENERAL FUND	PARK MAINTENANCE	45.48
	3302 CERRITOS/COYOTE CREEK	GENERAL FUND	PARK MAINTENANCE	832.77
	10750 BLOOMFIELD/MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	547.99
	TOTAL:			8,137.04
GREGORY MILES	MNTC BLDG - ELECTRICAL COM	GENERAL FUND	BUILDING MAINTENANCE	1,785.00
	ELECTRICAL OUTLETS COMM CT	GENERAL FUND	BUILDING MAINTENANCE	3,145.00
	TOTAL:			4,930.00
HDL COREN & CONE	PFTY TX SVC JAN-MCH23	GENERAL FUND	FINANCE	1,501.86
	TOTAL:			1,501.86
HI-WAY SAFETY, INC.	LOS ALAMITOS SNS BLACK LOG	GENERAL FUND	STREET MAINTENANCE	70.07
	TOTAL:			70.07
HIRSCH & ASSOCIATES, INC.	STERN'S PARK PROJECT	GENERAL FUND	CAPITAL PROJECTS	7,645.00
	TOTAL:			7,645.00
JARED E. LLOYD	HCE DROP-IN 4/4	GENERAL FUND	SPORTS	192.00
	HCE DROP-IN 4/6	GENERAL FUND	SPORTS	192.00
	HCE DROP-IN 4/11	GENERAL FUND	SPORTS	64.00
	HCE DROP-IN 4/16	GENERAL FUND	SPORTS	176.00
	HCE DROP-IN 4/18	GENERAL FUND	SPORTS	56.00
	HCE DROP-IN 4/23	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 4/20	GENERAL FUND	SPORTS	144.00
	HCE BALL HANDLING TRAVELBA	GENERAL FUND	SPORTS	2,196.00
	HCE BALL HANDLING TRAVELBA	GENERAL FUND	SPORTS	383.20
	TOTAL:			3,459.20
ICS INTELESYS, INC.	LABOR-ONSITE COMPUTER ENGR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	169.00
	TOTAL:			169.00
PACIFIC SECURED EQUITIES, INC.	WC TEA SVCS - FEB0023	SELF INSURANCE TRU	INSURANCE	1,153.13
	TOTAL:			1,153.13
PATTIE PATRICK	JANITORIAL SVC JAN-MCH	GENERAL FUND	PUBLIC WORKS ADMIN	24,568.00
	TOTAL:			24,568.00
KONICA MINOLTA BUSINESS SOLUTIONS	FD COPIER LEASE 4/23	GENERAL FUND	POLICE ADMINISTRATION	189.74
	TOTAL:			189.74
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR FD	GARAGE FUND	GARAGE	765.00
	CAR WASH FOR CODE ENFORCEM	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR REC DEPT	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PUBLIC WORKS	GARAGE FUND	GARAGE	46.00
	CAR WASH FOR FD	GARAGE FUND	GARAGE	360.00

WARRANTS 05/04/23

VENFOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,315.00
LIEBERT CASSIDY WHITMORE	SAMPLE POLICY REVIEW	GENERAL FUND	NON-DEPARTMENTAL	103.50
			TOTAL:	103.50
LONG BEACH TABLE TENNIS CLUB	CANCELLED OAK GYM RENTAL 4	GENERAL FUND	NON-DEPARTMENTAL	84.00
			TOTAL:	84.00
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	FACILITRON-TRACK/FIELD REN	GENERAL FUND	SPORTS	500.04
			TOTAL:	500.04
M&N COASTLINE AUTO & TIRE SERVICE	VEHICLE MNTC PD 2017DODGE	GARAGE FUND	GARAGE	850.23
	VEHICLE MNTC PD 2021DODGE	GARAGE FUND	GARAGE	85.54
			TOTAL:	775.02
MAIN STREET MATERIALS	STREET MNTC - POIHOLES	GENERAL FUND	STREET MAINTENANCE	1,801.77
			TOTAL:	1,801.77
MATRIX IMAGING PRODUCTS, INC.	LG FORMAT SCAN/PREP & SORT	GENERAL FUND	PLANNING	2,578.40
	LG FORMAT SCAN/PREP & SORT	GENERAL FUND	PLANNING	4,699.64
			TOTAL:	7,677.04
MCNALLY ELECTRIC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE FL	NON - DEPARTMENTAL	220.00
			TOTAL:	220.00
MEMORIAL CARE SELECT HEALTH PLAN	MEMORIAL CARE SELECT HEALT	GENERAL FUND	NON-DEPARTMENTAL	555.00
			TOTAL:	555.00
MICHAEL BALLIET CONSULTING, LLC	SOLID WASTE FRANCHISEOCT	GENERAL FUND	NON-DEPARTMENTAL	2,593.75
			TOTAL:	2,593.75
MISC. VENDOR	DEBRA FELSENTHAL	ADULT EXERCISE REGISTRATIO	GENERAL FUND	40.00
	BRIAN CHASE	DAYCAMP REGISTRATION	GENERAL FUND	32.95
	TRISEA MURPHY	MILEAGE REIMBURSEMENT	GENERAL FUND	31.55
	TRISEA MURPHY	LOCC CITY LEADERSHIP - HOT	GENERAL FUND	749.46
	TRISEA MURPHY	LOCC CITY LEADERSHIP - MEA	GENERAL FUND	124.91
	DOMAIN LISTINGS	ANNUAL WEBSITE DOMAIN LIST	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE	238.00
			TOTAL:	1,316.87
MV CHENG ASSOCIATES, INC.	ACCOUNTING SVCS MAR2023	GENERAL FUND	FINANCE	7,182.50
			TOTAL:	7,182.50
NATIONAL AUTO FLEET GROUP	PURCH 22 DODGE DURANGO	GARAGE FUND	GARAGE	44,131.33
			TOTAL:	44,131.33
NEWPORT ENTERMINATING	EXTERIOR TREATED PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL - BAIT STAT	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL - BAIT STAT	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NORM'S AUTOMOTIVE CENTER, INC.	2021 DODGE DURANGO PD	GARAGE FUND	GARAGE	54.95
	2017 DODGE CHARGER V8 PD	GARAGE FUND	GARAGE	54.95
	2018 CHEVY TAHOE PD	GARAGE FUND	GARAGE	54.95
			TOTAL:	164.85
ORANGE COUNTY HEALTH CARE AGENCY	DEFERRED FEES	GENERAL FUND	BUILDING MAINTENANCE	66.50

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DEFERRED FEES	GENERAL FUND	BUILDING MAINTENANCE	166.25
			TOTAL:	232.75
OKIN SERVICES OF CALIFORNIA, INC.	BLDG MUTC JAN2023	GENERAL FUND	BUILDING MAINTENANCE	120.00
			TOTAL:	120.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK-LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK-LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK-LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
			TOTAL:	1,740.00
PINNACLE HEALTHCARE MEDICAL GROUP	PRE-EMPLOYMENT J.VAN FOSSE	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT T.FIBURN	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT J.STURZ	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT R.MUNIZ	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT J.SELLERS	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT D.AGUILAR	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT F.RILEY	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT G.MARTINEZ	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE-EMPLOYMENT B.SILINOVIC	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT L.REYES	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE-EMPLOYMENT T.PELAYO	GENERAL FUND	NON-DEPARTMENTAL	70.00
			TOTAL:	730.00
POWERTRIP RENTALS, LLC	PARKLET SERIES-LIGHTS/GENE	AMERICAN RESCUE FL	NON - DEPARTMENTAL	1,768.10
	PARKLET SERIES-LIGHTS/GENE	AMERICAN RESCUE FL	NON - DEPARTMENTAL	1,768.10
	PARKLET SERIES-LIGHTS/GENE	AMERICAN RESCUE FL	NON - DEPARTMENTAL	407.06
	PARKLET SERIES-LIGHTS/GENE	AMERICAN RESCUE FL	NON - DEPARTMENTAL	442.03
			TOTAL:	4,385.29
PRINTMASTERS	3RD OF JULY DOOR HANGER	GENERAL FUND	SPECIAL CLASSES	229.43
			TOTAL:	229.43
QUALITY CODE PUBLISHING, LLC	MUNI CODE SUPPLEMENT #31	GENERAL FUND	ADMINISTRATION	2,848.00
			TOTAL:	2,848.00
CHERYL J. SCHNITZER	LINE DANCE(BEG/IN) DROPIN	GENERAL FUND	SPECIAL CLASSES	29.25
			TOTAL:	29.25
AMERICAN SOCCER COMPANY, INC.	ADULT SOCCER FIELD PAINT	GENERAL FUND	SPORTS	1,720.59
			TOTAL:	1,720.59
SDI PRESENCE LLC	IT SERVICES - MAR 23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	IT-SERVICES SECURITY MAR23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	T&M IT SUPPORT SVCS MAR23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	11,020.00
	IT-SERVICES SECURITY MAR23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	441.96
	BACKUP SERVER LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	VEEAM ENTERPRISE PLUS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	162.50
	BACKUP CLOUD STORAGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	590.00
	OVER-PAYMENT (CREDIT)	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	60.00
	EXPENSES TO BE REIMBURSED	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	164.90
			TOTAL:	19,070.82
SEUNG YOUNG JEUNG	GUITAR CLUB DROP IN 2/27	GENERAL FUND	SPECIAL CLASSES	25.35
	GUITAR CLUB DROP IN 3/6	GENERAL FUND	SPECIAL CLASSES	19.50
	GUITAR CLUB DROP IN 3/20	GENERAL FUND	SPECIAL CLASSES	19.50

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GUITAR CLUB DROP IN 4/3	GENERAL FUND	SPECIAL CLASSES	25.35
	GUITAR CLUB DROP IN 4/10	GENERAL FUND	SPECIAL CLASSES	25.35
	GUITAR CLUB DROP IN 4/17	GENERAL FUND	SPECIAL CLASSES	19.50
	GUITAR CLUB DROP IN 4/24	GENERAL FUND	SPECIAL CLASSES	19.50
	TOTAL:			154.05
SINGER CONSTRUCTION	CONCRETE POLISHING 304DEP	GENERAL FUND	BUILDING MAINTENANCE	20,960.25
	TOTAL:			20,960.25
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS FOR SOUTH	GENERAL FUND	POLICE ADMINISTRATION	80.71
	HIRING BANNER	GENERAL FUND	RECREATION ADMINISTRATION	213.04
	SUMMER CONCERT PIN BANNER	GENERAL FUND	SPECIAL EVENTS	284.05
	SUMMER CONCERT PARKS BANNER	GENERAL FUND	SPECIAL EVENTS	284.05
	BEVERAGE GARDEN POSTER	GENERAL FUND	SPECIAL EVENTS	88.24
	TOTAL:			908.09
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PLANTER BOX FOR EASTER THE	GENERAL FUND	STREET MAINTENANCE	30.37
	TOTAL:			30.37
SEARKLETIS DRINKING WATER	WATER - 5 RENTALS	GENERAL FUND	BUILDING MAINTENANCE	107.31
	TOTAL:			107.31
ST. OF CALIFORNIA DEPT. OF JUSTICE	MARCH 2023 LIVESCAPS	GENERAL FUND	NON-DEPARTMENTAL	160.00
	TOTAL:			160.00
NANCY K. BOHL INCORPORATED	CONTRACT SVCS APRIL 2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
	TOTAL:			1,100.00
TIME WARNER CABLE	CABLE SVCS APRIL 2023	GENERAL FUND	ADMINISTRATION	141.24
	CABLE SVC 4/2-5/1	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	279.79
	TOTAL:			420.94
TRACY MILLER CONSULTING, INC.	COMM CONSULT SVCS APR23	GENERAL FUND	ADMINISTRATION	4,900.00
	TOTAL:			4,900.00
TRUTH BE TOLD POLYGRAPH, LLC	2 PRE-HIRE POLYGRAPHS	GENERAL FUND	NON-DEPARTMENTAL	500.00
	TOTAL:			500.00
UNIVERSAL WASTE SYSTEMS, INC.	RENTAL PORTABLE TRAILER	GENERAL FUND	BUILDING MAINTENANCE	1,600.00
	TOTAL:			1,600.00
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	9,686.55
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	349.35
	TOTAL:			9,337.20
WAXIE'S ENTERPRISES INC.	BLDG MNTC PAPER TOWELS	GENERAL FUND	BUILDING MAINTENANCE	1,013.87
	BLDG MNTC KLEENLINE GEN FU	GENERAL FUND	BUILDING MAINTENANCE	313.66
	TOTAL:			1,327.53
WEST COAST ARBORISTS, INC.	PARK TREE MNTC 3/1-3/15	GENERAL FUND	PARK MAINTENANCE	3,960.00
	REMOVAL & REPLCMT 3/16-3/	GENERAL FUND	PARK MAINTENANCE	886.00
	TOTAL:			4,846.00
WESTCOOR ENVIRONMENTAL INC	REMOVAL OF CARPET PD	GENERAL FUND	BUILDING MAINTENANCE	22,363.00
	TOTAL:			22,363.00

WARRANTS 05/04/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOCDRUFF & SMART, APC	GENERAL ADVISORY MAR23	GENERAL FUND	CITY ATTORNEY	17,386.36
	LITIGATION SVCS MAR23	GENERAL FUND	CITY ATTORNEY	15,788.80
	PROSECUTOR SVCS MAR23	GENERAL FUND	CITY ATTORNEY	3,860.80
			TOTAL:	37,035.96
WOPLD TRADE PRINTING COMPANY	BROCHURE FOR REC ADM	GENERAL FUND	RECREATION ADMINISTRAT	8,644.83
	BROCHURE FOR REC ADM	GENERAL FUND	RECREATION ADMINISTRAT	1,468.13
			TOTAL:	10,112.96

===== FUND TOTALS =====		
10	GENERAL FUND	263,550.94
50	GARAGE FUND	87,899.57
53	TECHNOLOGY REPLACEMENT	30,113.70
54	SELF INSURANCE TRUST	3,743.56
56	AMERICAN RESCUE PLAN ACT	18,205.29
GRAND TOTAL:		403,513.06

WARRANTS 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMBERNICK CORPORATION	USED OIL RECYCLE	GARAGE FUND	GARAGE	457.00
			TOTAL:	457.00
AMERICAN RENTALS	SIDEWALK REPAIR COTTONWOOD	GENERAL FUND	STREET MAINTENANCE	1,056.18
			TOTAL:	1,056.18
ROBERT JOHN BIELMA	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	1,500.00
			TOTAL:	1,500.00
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SVCS MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	181.25
			TOTAL:	181.25
CINTAS CORPORATION NO. 2	FIRST AID REFILL APRIL 202	GENERAL FUND	BUILDING MAINTENANCE	1,312.51
			TOTAL:	1,312.51
CITY OF WESTMINSTER	WEST COUNTY SWAT INS DR BO	GENERAL FUND	EMERGENCY PREPAREDNESS	814.90
			TOTAL:	814.90
COUNTY OF ORANGE TREASURER-TAX	MONTHLY TECH DIV CHR9 JAN2	GARAGE FUND	GARAGE	207.94
			TOTAL:	207.94
DATA TICKET, INC.	APRIL 2023 CITATIONS	GENERAL FUND	TRAFFIC	511.88
			TOTAL:	511.88
TANZA DOBY	REIMB LOCC CITY LEADERS SU	GENERAL FUND	CITY COUNCIL	819.40
			TOTAL:	819.40
EDDIE LOPEZ	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	1,200.00
			TOTAL:	1,200.00
ENTERPRISE FM TRUST	MONTHLY LEASE APRIL 2023	GARAGE FUND	GARAGE	6,569.32
			TOTAL:	6,569.32
EWING	LANDSCAPE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	504.60
			TOTAL:	504.60
EWLES MATERIALS	FLATBED DUMP	GENERAL FUND	STREET MAINTENANCE	250.00
			TOTAL:	250.00
FIRE SERVICE CORP.	FIRE PROTECTION SVCS COMM	GENERAL FUND	BUILDING MAINTENANCE	550.00
			TOTAL:	550.00
FIELD TIME TARGET AND TRAINING	RANGE RENTAL 4/7 & 4/17	GENERAL FUND	PATROL	1,000.00
			TOTAL:	1,000.00
GALLS / QUARTERMASTER	UNIFORMS CAPTAIN SOUTH	GENERAL FUND	POLICE ADMINISTRATION	150.00
	UNIFORMS CAPTAIN SOUTH	GENERAL FUND	POLICE ADMINISTRATION	213.22
			TOTAL:	364.02
GANAHL LUMBER COMPANY	SUPPLIES	GENERAL FUND	PARK MAINTENANCE	89.14
			TOTAL:	89.14
TRAVIS W GOERTZ	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	4,200.00
			TOTAL:	4,200.00
GOLDEN STATE WATER COMPANY	3871 IRR FARQUHAR	GENERAL FUND	STREET MAINTENANCE	10.89

WARRANTS 05/19/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4102 FARGUHAR IRR	GENERAL FUND	STREET MAINTENANCE	345.05
	4320 FARGUHAR IRR	GENERAL FUND	STREET MAINTENANCE	63.70
	3261 KATELLA	GENERAL FUND	STREET MAINTENANCE	12.73
	3362 KATELLA	GENERAL FUND	STREET MAINTENANCE	4.24
	3502 KATELLA	GENERAL FUND	STREET MAINTENANCE	12.71
	11442 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	264.30
	11642 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	192.33
	11731 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	240.01
	11752 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	533.85
	12051 PASEO BONITA	GENERAL FUND	STREET MAINTENANCE	165.10
	3461 ROSSMOOR WAY	GENERAL FUND	STREET MAINTENANCE	180.11
	3521 ROSSMOOR WAY	GENERAL FUND	STREET MAINTENANCE	143.90
	12152 SEAL BEACH	GENERAL FUND	STREET MAINTENANCE	528.73
	CERRITOS & LOS AL BLVD	GENERAL FUND	PARK MAINTENANCE	233.17
	4401 HOWARD ST	GENERAL FUND	PARK MAINTENANCE	808.95
	5242 KATELLA	GENERAL FUND	PARK MAINTENANCE	903.40
	11451 KELLY LN	GENERAL FUND	PARK MAINTENANCE	3,631.25
	10911 OAK COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	867.09
			TOTAL:	9,131.51
GREGORY MILES	MNTC BLDG ELECTRICAL COMM	GENERAL FUND	BUILDING MAINTENANCE	2,505.00
			TOTAL:	2,505.00
HISPANIC ARBORIST ASSOCIATION	PW - TRAINING	GENERAL FUND	STREET MAINTENANCE	3,000.00
			TOTAL:	3,000.00
JARED E. LLOYD	HCE SHOOTING STARS & BALL	GENERAL FUND	SPORTS	520.00
	HCE BALLHANDLING CLINIC	GENERAL FUND	SPORTS	84.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	296.60
	HCE TRAVEL	GENERAL FUND	SPORTS	3,604.80
			TOTAL:	4,505.40
JOHN RILEY JONES	SPEAKER ALL STAFF IN-SERVI	GENERAL FUND	RECREATION ADMINISTRAT	500.00
			TOTAL:	500.00
K&S AIR CONDITIONING, INC.	REPLACE AIR FILTERS & INSP	GENERAL FUND	BUILDING MAINTENANCE	2,904.54
	REPLACE COMM CTR AC-5 VFD	GENERAL FUND	BUILDING MAINTENANCE	3,191.97
			TOTAL:	6,096.51
KALYNNE SCHORLEN	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	1,700.00
			TOTAL:	1,700.00
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR PD	GARAGE FUND	GARAGE	605.00
	CAR WASH FOR PD	GARAGE FUND	GARAGE	50.00
	CAR WASH FOR CODE ENFORCEN	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR REC	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PW	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR PD	GARAGE FUND	GARAGE	85.00
	CAR WASH FOR CODE ENFORCEN	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR REC	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PW	GARAGE FUND	GARAGE	45.00
			TOTAL:	1,205.00
LAURA COLE	MONTHLY CONTRACT FEE MAY 2	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00

WARRANTS 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARGA DILL	SMARTPHONES FOR BEGIN IPHO GENERAL FUND		SPECIAL CLASSES	100.00
	SMARTPHONES FOR BEGIN ANDER GENERAL FUND		SPECIAL CLASSES	100.00
			TOTAL:	200.00
AMANDA MCDOWELL	REIMBURSEMENT TRAINING EXP GENERAL FUND		RECORDS	80.00
			TOTAL:	80.00
MISC. VENDOR	NOUR KHAZEM	FRESCHOOL REGISTRATION GENERAL FUND	NON-DEPARTMENTAL	20.00
	PROJECT LEAP	FACILITY RENTAL DEPOSIT GENERAL FUND	NON-DEPARTMENTAL	250.00
	LINDA SCHROEDER	ADULT EXERCISE REGISTRATIO GENERAL FUND	NON-DEPARTMENTAL	55.00
	LAUREL FIELD FEES	GENERAL FUND	NON-DEPARTMENTAL	40.00
	FASTBALL STRIKE	LAUREL FIELD FEES GENERAL FUND	NON-DEPARTMENTAL	45.00
	WILDCATS SOFTBALL	WILDCATS SOFTBALL:REFUND GENERAL FUND	NON-DEPARTMENTAL	31.00
	WILDCATS SOFTBALL	REIMB LOCC CITY LEADERS SU GENERAL FUND	CITY COUNCIL	856.35
	EMILY HIBARD		TOTAL:	1,335.25
MV CHENG ASSOCIATES, INC.	ACCOUNTING SVCS APRIL 2023 GENERAL FUND		FINANCE	5,670.00
			TOTAL:	5,670.00
NEWPORT EXTERMINATING	EXTERIOR TREATED GEN PEST GENERAL FUND		BUILDING MAINTENANCE	175.00
	RODENT CONTROL / BAIT STAT GENERAL FUND		BUILDING MAINTENANCE	60.00
	RODENT CONTROL / BAIT STAT GENERAL FUND		BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NORTH STAR LAND CARE	APRIL 23 LANDSCAPE MNCT ADD GENERAL FUND		PARK MAINTENANCE	2,426.00
	APRIL 23 LANDSCAPE MNCT GENERAL FUND		PARK MAINTENANCE	7,079.66
			TOTAL:	9,505.66
OC DISTRICT ATTORNEY'S OFFICE	ASSET FORFEITURE	ASSET SEIZURE	NON-DEPARTMENTAL	10,610.00
	ACCRUED INTEREST	ASSET SEIZURE	NON-DEPARTMENTAL	50.00
	ASSET FORFEITURE	ASSET SEIZURE	NON-DEPARTMENTAL	7,000.00
	ACCRUED INTEREST	ASSET SEIZURE	NON-DEPARTMENTAL	50.00
			TOTAL:	17,710.00
OUR LOS AL	MANAGEMENT SVCS - FEB 2023 GENERAL FUND		CITY COUNCIL	416.67
	MANAGEMENT SVCS - MAR 2023 GENERAL FUND		CITY COUNCIL	416.67
	MANAGEMENT SVCS - APR 2023 GENERAL FUND		CITY COUNCIL	416.67
	MANAGEMENT SVCS - MAY 2023 GENERAL FUND		CITY COUNCIL	416.67
	MANAGEMENT SVCS - FEB 2023 GENERAL FUND		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - MAR 2023 GENERAL FUND		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - APR 2023 GENERAL FUND		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - MAY 2023 GENERAL FUND		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - FEB 2023 LOS ALAMITOS TV		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - MAR 2023 LOS ALAMITOS TV		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - APR 2023 LOS ALAMITOS TV		LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - MAY 2023 LOS ALAMITOS TV		LOS ALAMITOS TV	833.33
			TOTAL:	8,333.32
PRINTMASTERS	RETRACTABLE BANNER	GENERAL FUND	ADMINISTRATION	207.58
			TOTAL:	207.58
RED HOT TRIBUTE	SUMMER CONCERT SERIES 2023 GENERAL FUND		SPECIAL EVENTS	2,000.00
			TOTAL:	2,000.00
REDFLEX TRAFFIC SYSTEMS, INC.	APR 23 KATELLA&LAB/AT&T IN GENERAL FUND		TRAFFIC	10,502.16
			TOTAL:	10,502.16

WARRANTS 06/19/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REDNECK RODEO	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	4,000.00
			TOTAL:	4,000.00
ROGERS, ANDERSON, MALODY & SCOTT, LLP	CAS ACCOUNTING SVCS 3/23	GENERAL FUND	FINANCE	1,200.00
	CAS ACCOUNTING SVCS 3/230	GENERAL FUND	FINANCE	400.00
			TOTAL:	1,600.00
SC FUELS	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	2,296.56
			TOTAL:	2,296.56
SHAWN WALTOWER - GUAVA GROOVE	KULA A'O UKULELE A HOKULAH	GENERAL FUND	SPECIAL CLASSES	720.65
			TOTAL:	720.65
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON EMPLOYEE FINGERPRINT X	GENERAL FUND	NON-DEPARTMENTAL	64.00
			TOTAL:	64.00
WEST PUBLISHING CORPORATION	DETECTIVES APRIL 23	GENERAL FUND	INVESTIGATION	335.20
			TOTAL:	335.20
TIME WARNER CABLE	FIBER INTERNET APRIL 2023	GENERAL FUND	ADMINISTRATION	1,794.00
	CITY HALL PHONE APR23	GENERAL FUND	PATROL	576.26
			TOTAL:	2,370.26
TRUTH BE TOLD POLYGRAPH, LLC	1 PRE-HIRE POLYGRAPH: LOPE	GENERAL FUND	NON-DEPARTMENTAL	250.00
			TOTAL:	250.00
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	48.50
			TOTAL:	48.50
VERIZON WIRELESS	MDC 1-8 4/11-5/10	GENERAL FUND	PATROL	306.03
	PD JETPACK 162 4/11-5/10	GENERAL FUND	PATROL	76.02
	21 OFFICER MO CHG 4/11-5/1	GENERAL FUND	PATROL	274.13
	3 MOBIL ID READERS 4/11-5/	GENERAL FUND	PATROL	124.17
	2 POLICE 4G LTE SIM 4/11-5/	GENERAL FUND	PATROL	90.04
	3 DETECTIVE 4/11-5/10	GENERAL FUND	INVESTIGATION	124.17
	CLO MO CELLPHONE 4/11-5/10	GENERAL FUND	COMMUNITY OUTREACH	41.39
	EOC2	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC3	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC1	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC4	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	2 CITY CELL PHONE(NODA)	GENERAL FUND	COMMUNITY DEVEL ADMIN	103.00
	RENE CARMODY	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.39
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	437.56
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	437.56
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	437.56
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	437.56
	NEW IPAD	GENERAL FUND	COMMUNITY DEVEL ADMIN	481.74
	RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	RILEY HILL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	41.39
	CODE ENFORCEMENT IPAD AIR	GENERAL FUND	NEIGHBORHOOD PRESERVAT	1,301.45
	PW EMPLOYEE 1	GENERAL FUND	STREET MAINTENANCE	41.39
	PW EMPLOYEE 2	GENERAL FUND	STREET MAINTENANCE	41.39
	JOSE MENDOZA	GENERAL FUND	STREET MAINTENANCE	41.39
	ANTHONY VAQUEZ	GENERAL FUND	STREET MAINTENANCE	41.39
	VICTOR DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.39
	MIGUEL DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.39

WARRANTS 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DANNY BARNETT	GENERAL FUND	STREET MAINTENANCE	41.34
	CHRIS DEATON	GENERAL FUND	STREET MAINTENANCE	41.35
	TOTAL:			\$,891.96
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	10,601.91
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	358.35
	TOTAL:			\$,643.52
WHECO CORPORATION	PW - REPAIR BOOM TRUCK	GARAGE FUND	GARAGE	6,182.55
	TOTAL:			6,182.55
WHOSNEXT LLC	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	1,000.00
	TOTAL:			2,000.00
WILLDAN ENGINEERING	EMERGENCY EXIT SIGNS	GENERAL FUND	NON-DEPARTMENTAL	6,624.50
	CITY ENGINEER FEB 2023	GENERAL FUND	CITY ENGINEER	5,400.00
	PLAN CHECKING FEB 2023	GENERAL FUND	CITY ENGINEER	3,190.25
	INTERIM PUBLIC WORKS MGR	GENERAL FUND	CITY ENGINEER	9,937.50
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	452.00
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	1,065.25
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	3,933.75
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	13,629.50
	PAVEMENT MGMT PLAN	MEASURE M	CAPITAL PROJECTS	2,890.00
	BRIGGEMAN STREET WIDENING	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	840.00
	EMERGENCY GENERATOR	FACILITY CAPITAL E	CAPITAL PROJECTS	171.00
	TOTAL:			\$3,153.75
JOHN KEATING	SUMMER CONCERT SERIES 2023	GENERAL FUND	SPECIAL EVENTS	1,200.00
	TOTAL:			1,200.00
WORLD TRADE PRINTING COMPANY	RETURNED ITEM FEE REIMBURS	GENERAL FUND	NON-DEPARTMENTAL	35.00
	TOTAL:			35.00

===== FUND TOTALS =====		
10	GENERAL FUND	123,076.31
20	GAS TAX	18,618.50
26	MEASURE M	2,883.00
27	ASSET SEIZURE	17,718.00
28	LOS ALAMITOS TV	3,338.32
44	TRAFFIC IMPROVEMENT	840.00
50	GARAGE FUND	26,961.89
52	FACILITY CAPITAL EXPENSES	171.00

	GRAND TOTAL:	199,538.92

CAL-CARD 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
U.S. BANK	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	31.53
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	32.83
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	179.54
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	25.25
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	24.06
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	91.84
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	53.01
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	8.55
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	212.21
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	29.94
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	279.17
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	158.81
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	176.81
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	34.74
	SENIOR FROM	GENERAL FUND	NON-DEPARTMENTAL	125.43
	SENIOR FROM	GENERAL FUND	NON-DEPARTMENTAL	54.61
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	39.99
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	25.36
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	147.65
	SUPPLIES - MAGNETIC NAME B	GENERAL FUND	CITY COUNCIL	30.52
	SUPPLIES - NAME BADGE INSE	GENERAL FUND	CITY COUNCIL	15.30
	FLOWERS	GENERAL FUND	CITY COUNCIL	360.97
	SUPPLIES	GENERAL FUND	CITY COUNCIL	10.81
	DISTRICT LUNCH BOXES	GENERAL FUND	CITY COUNCIL	215.88
	AWARD RECP SEN NGUYEN	GENERAL FUND	CITY COUNCIL	100.00
	WA DC ADVOCACY 2023	GENERAL FUND	CITY COUNCIL	1,650.00
	WA DC ADVOCACY 2023	GENERAL FUND	CITY COUNCIL	34.00
	WA DC ADVOCACY 2023	GENERAL FUND	CITY COUNCIL	34.00
	WA DC ADVOCACY 2023	GENERAL FUND	CITY COUNCIL	749.30
	CC MEETING MEAL 4/17/2023	GENERAL FUND	CITY COUNCIL	99.34
	CC MEETING DRINKS	GENERAL FUND	CITY COUNCIL	39.72
	EMPLOYEE ID CARDS	GENERAL FUND	CITY COUNCIL	100.00
	ILLUSTRATOR ACROBAT MO SUB	GENERAL FUND	ADMINISTRATION	52.98
	PERB ACADEMY	GENERAL FUND	ADMINISTRATION	475.00
	PERB ACADEMY	GENERAL FUND	ADMINISTRATION	475.00
	PERB ACADEMY	GENERAL FUND	ADMINISTRATION	475.00
	PERB ACADEMY	GENERAL FUND	ADMINISTRATION	475.00
	IPAD REFUND	GENERAL FUND	ADMINISTRATION	474.05-
	IPAD	GENERAL FUND	ADMINISTRATION	474.05
	IPAD	GENERAL FUND	ADMINISTRATION	360.77
	IPAD CASE & SUPPLIES	GENERAL FUND	ADMINISTRATION	73.03
	CA CITY MGMT FOUNDATION	GENERAL FUND	ADMINISTRATION	400.00
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	26.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	26.27
	CSMFO - WEBINAR	GENERAL FUND	FINANCE	25.00
	CSMFO JOB POSTING FINANCE	GENERAL FUND	FINANCE	275.00
	BANK BAGS	GENERAL FUND	FINANCE	11.58
	AUTHORIZE.NET	GENERAL FUND	FINANCE	10.00
	FOOD	GENERAL FUND	FINANCE	43.15
	SUPPLIES	GENERAL FUND	FINANCE	273.73
	SUPPLIES	GENERAL FUND	FINANCE	37.80
	WEST-COMM DISPATCH LUNCH	GENERAL FUND	POLICE ADMINISTRATION	57.76
	ADOBE MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	239.88
	TONER	GENERAL FUND	POLICE ADMINISTRATION	75.26
	LETR SHIRTS	GENERAL FUND	POLICE ADMINISTRATION	75.00
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	40.00

CAL-CARD 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CYPRESS PD LUNCHEON	GENERAL FUND	POLICE ADMINISTRATION	150.00
	ACCIDENTAL CHARGE	GENERAL FUND	POLICE ADMINISTRATION	55.16
	ACCIDENTAL CHARGE-REFUND	GENERAL FUND	POLICE ADMINISTRATION	55.16-
	CAKE CAPTAIN SOUTH RECEIPT	GENERAL FUND	POLICE ADMINISTRATION	19.98
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.20
	BIKE PATROL LODGING LOPEZ/	GENERAL FUND	PATROL	1,410.56
	FIREARMS INST COURSE - FLY	GENERAL FUND	PATROL	714.02
	PD CAR WASHES	GENERAL FUND	PATROL	171.20
	BIKE PATROL - LODGING LOPE	GENERAL FUND	PATROL	482.10
	BIKE PATROL - LODGING LOPE	GENERAL FUND	PATROL	482.10
	CRISIS INTERV TRNG NAVARRO	GENERAL FUND	PATROL	125.00
	DRIVER AWARENESS TRNG 3 OFF	GENERAL FUND	PATROL	450.00
	MNTC ON BIKE PATROL BICYCL	GENERAL FUND	PATROL	311.95
	OFFICE SUPPLIES	GENERAL FUND	PATROL	47.40
	BICYCLE MNTC	GENERAL FUND	PATROL	125.26
	SHIPPING - BADGES	GENERAL FUND	PATROL	8.13
	TONER	GENERAL FUND	PATROL	118.90
	BIKE PATROL UNIFORM	GENERAL FUND	PATROL	25.29
	TONER	GENERAL FUND	PATROL	210.28
	BIKE PATROL UNIFORM	GENERAL FUND	PATROL	15.55
	REFUND BIKE PATROL GLOVES	GENERAL FUND	PATROL	14.91-
	AQUATICS SUPPLIES	GENERAL FUND	PATROL	37.12
	TRAVEL TO NJ CR 23-00221	GENERAL FUND	INVESTIGATION	827.75
	TRAVEL TO NJ CR 23-00221	GENERAL FUND	INVESTIGATION	185.00
	TRAVEL TO NJ CR 23-00221	GENERAL FUND	INVESTIGATION	827.75
	TRAVEL TO NJ CR 23-00221	GENERAL FUND	INVESTIGATION	186.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	INVESTIGATION	25.96
	TRAVEL LODGING NJ CR 23-00	GENERAL FUND	INVESTIGATION	341.58
	LUGGAGE FEES CR 23-00221	GENERAL FUND	INVESTIGATION	35.00
	LUGGAGE FEES CR 23-00221	GENERAL FUND	INVESTIGATION	35.00
	TONER	GENERAL FUND	INVESTIGATION	169.53
	CERTIFIED MAIL CR 23-00221	GENERAL FUND	INVESTIGATION	13.35
	USB FLASH DRIVE DETECTIVES	GENERAL FUND	INVESTIGATION	35.36
	SUPPLIES	GENERAL FUND	RECORDS	35.05
	CD'S FOR EVIDENCE	GENERAL FUND	RECORDS	47.34
	TONER FOR MCF PRINTER	GENERAL FUND	RECORDS	305.61
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	SNAG FOR COMM OUTREACH	GENERAL FUND	COMMUNITY OUTREACH	259.47
	SRO CONF - LODGING BRUCKI	GENERAL FUND	YOUTH SERVICES	167.63
	SRO CONF - LODGING BRUCKI	GENERAL FUND	YOUTH SERVICES	335.26
	TRAVEL REIMBURSEMENT	GENERAL FUND	YOUTH SERVICES	25.65-
	NOTEBOOK FOR SUPERVISOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.91
	SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.91
	BILL STAMP FOR SUPERVISOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.24
	NOTEBOOK FOR BR FOREMAN	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.46
	DESK FOR FINANCE	GENERAL FUND	COMMUNITY DEVEL ADMIN	820.27
	YOUTUBE TV MARCH 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.99
	MEMBERSHIP SAMS	GENERAL FUND	COMMUNITY DEVEL ADMIN	121.28
	SCAG CONF - HOTEL	GENERAL FUND	COMMUNITY DEVEL ADMIN	596.56
	FW SNACKS APRIL 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	227.30
	COMM DEV SNACKS APRIL 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	402.59
	INK PW PRINTERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	218.89
	COMM DV SUPPLIES APRIL 202	GENERAL FUND	COMMUNITY DEVEL ADMIN	210.41
	CABLES FOR IT	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.24
	COMM DEV PARKLET SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.42
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ARBOR DAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.14
	DEVLOPEMENT SVCS BOOTH	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.76
	INFLATABLE ATTRACTION PARK	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.21
	ARBOR DAY CEREMONY	GENERAL FUND	COMMUNITY DEVEL ADMIN	301.26
	DEDICATION PLAQUE	GENERAL FUND	COMMUNITY DEVEL ADMIN	139.00
	CODE ENFORCEMENT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	615.25
	WORKBOOTS FOR NEW HIRES	GENERAL FUND	STREET MAINTENANCE	105.49
	WORKBOOTS FOR NEW HIRES	GENERAL FUND	STREET MAINTENANCE	107.24
	PLANTER BOX - EASTER DECOR	GENERAL FUND	PARK MAINTENANCE	331.05
	FLOWERS FOR PARKLET	GENERAL FUND	PARK MAINTENANCE	705.16
	FLOWERS FOR PARKLET	GENERAL FUND	PARK MAINTENANCE	476.56
	CHIN STRAP FOR FW HELMETS	GENERAL FUND	PARK MAINTENANCE	33.98
	SAFETY HARNESS BOOM TRUCK	GENERAL FUND	PARK MAINTENANCE	42.60
	SUPPLIES	GENERAL FUND	PARK MAINTENANCE	653.25
	SUPPLIES-RETURN	GENERAL FUND	PARK MAINTENANCE	23.70-
	SUPPLIES	GENERAL FUND	PARK MAINTENANCE	179.40
	PLUMBERS PD REPAIR	GENERAL FUND	BUILDING MAINTENANCE	215.00
	LOCKSMITH KEYS -EXTRA	GENERAL FUND	BUILDING MAINTENANCE	15.30
	LOCKSMITH KEYS REPAIR	GENERAL FUND	BUILDING MAINTENANCE	105.97
	LOCKSMITH KEY CYLINDER	GENERAL FUND	BUILDING MAINTENANCE	87.40
	BASE BOARD PD	GENERAL FUND	BUILDING MAINTENANCE	266.52
	BASE BOARD PD	GENERAL FUND	BUILDING MAINTENANCE	389.07
	HAND SOAP COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	54.64
	CARPET CLEANER RENTAL	GENERAL FUND	BUILDING MAINTENANCE	187.83
	PODS MARCH 2023	GENERAL FUND	BUILDING MAINTENANCE	282.97
	PO AIR CLEARANCE	GENERAL FUND	BUILDING MAINTENANCE	3,308.66
	PODS APRIL 2023	GENERAL FUND	BUILDING MAINTENANCE	282.97
	DIRECT TV ECO	GENERAL FUND	RECREATION ADMINISTRAT	60.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	31.25
	TRAINING WOMEN IN LEISURE S	GENERAL FUND	RECREATION ADMINISTRAT	35.00
	TRAINING WOMEN IN LEISURE S	GENERAL FUND	RECREATION ADMINISTRAT	190.00
	CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	21.48
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.58
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	41.98
	FACILITY - DRY CLEANING	GENERAL FUND	RECREATION ADMINISTRAT	40.08
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	27.14
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.73
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	77.82
	ANNUAL SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	119.99
	WATERPROOF CELL PHONE CASE	GENERAL FUND	RECREATION ADMINISTRAT	21.84
	SPRING STAFF TRAINING FOOD	GENERAL FUND	RECREATION ADMINISTRAT	158.50
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	200.81
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.24
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	22.61
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	33.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	13.10
	EMPLOYEE OF THE QUARTER GI	GENERAL FUND	RECREATION ADMINISTRAT	5.00
	PRIME MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	16.33
	SPRING STAFF SOCIAL	GENERAL FUND	RECREATION ADMINISTRAT	60.00
	SPRING STAFF SOCIAL	GENERAL FUND	RECREATION ADMINISTRAT	47.83
	PRESCHOOL TV CART	GENERAL FUND	RECREATION ADMINISTRAT	58.31
	SPRING STAFF TRAINING SUPP	GENERAL FUND	RECREATION ADMINISTRAT	85.22
	ELEVATE WOMEN'S CONF SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	4.99
	TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	21.83
	APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SERING STAFF TRAINING - CR	GENERAL FUND	RECREATION ADMINISTPAY	56.00-
	SPRING STAFF TRAINING - CR	GENERAL FUND	RECREATION ADMINISTRAT	26.50-
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	450.28
	DUES & SUBSCRIPTIONS - IT	GENERAL FUND	RECREATION ADMINISTRAT	180.00
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	177.96
	WATERPROOF CELL PHONE CASE	GENERAL FUND	AQUATICS	21.84
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	191.13
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	210.00
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	300.00
	VINYL REPAIR KIT CHAIRS	GENERAL FUND	COMMUNITY SERVICES	16.30
	WATERPROOF CELL PHONE CASE	GENERAL FUND	DAY CAMP	21.84
	SPRING DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	111.68
	DAYCAMP PARENT PAMPHLETS	GENERAL FUND	DAY CAMP	148.50
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.09
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	43.65
	SPRING DAY CAMP SNACKS-CRE	GENERAL FUND	DAY CAMP	28.56-
	SPRING DAY CAMP DECORATION	GENERAL FUND	DAY CAMP	38.44
	WATERPROOF CELL PHONE CASE	GENERAL FUND	PLAYGROUNDS	21.84
	PARKS PROGRAM EXCURSION	GENERAL FUND	PLAYGROUNDS	150.00
	YOUTH SOCCER	GENERAL FUND	SPORTS	71.00
	BASKETBALL SKILLS CONTEST	GENERAL FUND	SPORTS	92.71
	SONG TEAM PIZZA	GENERAL FUND	SPORTS	33.05
	SONG TEAM DRINKS	GENERAL FUND	SPORTS	17.97
	YOUTH BASKETBALL BALLOONS	GENERAL FUND	SPORTS	7.53
	YOUTH BASKETBALL	GENERAL FUND	SPORTS	59.32
	PRESCHOOL GLUE STICKS	GENERAL FUND	SPECIAL CLASSES	18.18
	PRESCHOOL BULLETIN BOARD P	GENERAL FUND	SPECIAL CLASSES	213.03
	PRESCHOOL EGG HUNT	GENERAL FUND	SPECIAL CLASSES	121.89
	PRESCHOOL BUTTERFLIES	GENERAL FUND	SPECIAL CLASSES	34.25
	PRESCHOOL GRADUATION CARDS	GENERAL FUND	SPECIAL CLASSES	28.75
	PRESCHOOL FIELD TRIP WRIST	GENERAL FUND	SPECIAL CLASSES	14.07
	PRESCHOOL FIELD TRIP TICKE	GENERAL FUND	SPECIAL CLASSES	110.85
	PRESCHOOL FIELD TRIP TICKE	GENERAL FUND	SPECIAL CLASSES	110.85
	PRESCHOOL MOTHER'S DAY CRA	GENERAL FUND	SPECIAL CLASSES	37.13
	BIGGEST LOSER CHALLENGE/SE	GENERAL FUND	SPECIAL CLASSES	1,665.50
	OFFICE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	51.35
	PROJECTOR CLICKERS	GENERAL FUND	SPECIAL EVENTS	108.73
	3RD OF JULY EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	306.23
	DESSERTS FOR SENIOR PROM	GENERAL FUND	SPECIAL EVENTS	243.00
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	66.42
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	114.65
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.39
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	41.50
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	338.64
	SENIOR FROM EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	167.84
	BALLOON ARCH STAND	GENERAL FUND	SPECIAL EVENTS	52.42
	ELEVATE TEEN EXPO KEYNOTE	GENERAL FUND	SPECIAL EVENTS	400.00
	ELEVATE TEEN EXPO EVENT PR	GENERAL FUND	SPECIAL EVENTS	65.00
	WEAVER GLEM MAGIC SHOW-DEP	GENERAL FUND	SPECIAL EVENTS	77.78
	ELEVATE TEEN EXPO WATER	GENERAL FUND	SPECIAL EVENTS	26.96
	ELEVATE TEEN EXPO SPKR GIF	GENERAL FUND	SPECIAL EVENTS	120.00
	ELEVATE TEEN EXPO DECORATI	GENERAL FUND	SPECIAL EVENTS	33.83
	ELEVATE TEEN EXPO DECORATI	GENERAL FUND	SPECIAL EVENTS	17.47
	ELEVATE TEEN EXPO DECORATI	GENERAL FUND	SPECIAL EVENTS	130.43
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	32.76
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	44.16

CAL-CARD 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ELEVATE TEEN EXPO SPKR SNA	GENERAL FUND	SPECIAL EVENTS	37.48
	ELEVATE TEEN EXPO SPKR SNA	GENERAL FUND	SPECIAL EVENTS	279.21
	ELEVATE TEEN EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	205.82
	WEAVER ELEM MAGIC SHOW	GENERAL FUND	SPECIAL EVENTS	311.10
	ELEVATE TEEN EXPO PARTIC S	GENERAL FUND	SPECIAL EVENTS	110.81
	ELEVATE TEEN EXPO LUNCH	GENERAL FUND	SPECIAL EVENTS	378.60
	ELEVATE TEEN EXPO SPKR THA	GENERAL FUND	SPECIAL EVENTS	30.00
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	86.96
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	22.81
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	141.05
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	107.70
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	53.95
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	43.70
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	96.10
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	186.32
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	15.84
	SPRING CARNIVAL	GENERAL FUND	SPECIAL EVENTS	14.38
	SPRING STAFF TRAINING SUPP	GENERAL FUND	SPECIAL EVENTS	146.64
	ELEVATE WOMEN'S CONF SUPPL	GENERAL FUND	SPECIAL EVENTS	16.97
	FUEL PUMP - TRANSER	GARAGE FUND	GARAGE	552.26
	DOMAIN NAME RENEWAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	31.98
	MONITOR/SCREEN	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,313.71
	FRIDAY NIGHT FLICKS 4/27	AMERICAN RESCUE PL NON -	DEPARTMENTAL	637.51
	FRIDAY NIGHT FLICKS 4/21	AMERICAN RESCUE PL NON -	DEPARTMENTAL	637.51
	CHAMBER LUNCHEON	AMERICAN RESCUE PL NON -	DEPARTMENTAL	50.00
	PARKLET MOVIES	AMERICAN RESCUE PL NON -	DEPARTMENTAL	66.53
	ROSSMOOR LIVING	AMERICAN RESCUE PL NON -	DEPARTMENTAL	838.00
	ADOBE SOFTWARE	AMERICAN RESCUE PL NON -	DEPARTMENTAL	19.59
	PARKLET - MAY 13TH	AMERICAN RESCUE PL NON -	DEPARTMENTAL	100.00
	POD FOR PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	402.06
	PARKLET LIGHTS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	173.00
	PARKLET BENCHES	AMERICAN RESCUE PL NON -	DEPARTMENTAL	737.44
	FRIDAY NIGHT FLICK MOVIESC	AMERICAN RESCUE PL NON -	DEPARTMENTAL	905.31
	PARKLET SUPPLIES	AMERICAN RESCUE PL NON -	DEPARTMENTAL	87.71
	FRIDAY NIGHT FLICKS FACEPA	AMERICAN RESCUE PL NON -	DEPARTMENTAL	135.73
	PARKLET SUPPLIES	AMERICAN RESCUE PL NON -	DEPARTMENTAL	23.36
	PARKLET CONCESSIONS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	260.45
	FRIDAY NIGHT FLICKS ENRATHM	AMERICAN RESCUE PL NON -	DEPARTMENTAL	350.00
	TOTAL:			47,583.56

CAL-CARD 05/18/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	===== FUND TOTALS =====			
10	GENERAL FUND	40,245.01		
60	GARAGE FUND	552.26		
63	TECHNOLOGY REPLACEMENT	1,345.69		
66	AMERICAN RESCUE PLAN ACT	5,420.60		
	GRAND TOTAL:	47,583.56		

ADVANCE WARRANT 05/23/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MEGAN SHIMADA	BALLOON DECOR - GMLA	AMERICAN RESCUE PL NON - DEPARTMENTAL		1,158.31
		TOTAL:		1,158.31
MISC. VENDOR JIM RICE	LIVE MUSIC ENTERTAINMENT G	AMERICAN RESCUE PL NON - DEPARTMENTAL		150.00
		TOTAL:		150.00

===== FUND TOTALS =====
 56 AMERICAN RESCUE PLAN ACT 1,308.31

 GRAND TOTAL: 1,308.31

WARRANTS 05/31/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 4/16-4/29	GENERAL FUND	TRAFFIC	5,824.36
			TOTAL:	5,824.36
AM-TEC TOTAL SECURITY INC.	CAMERA EQUIP & NETWORK	AMERICAN RESCUE FL NON - DEPARTMENTAL		10,776.26
			TOTAL:	10,776.26
AMERICREDIT FINANCIAL SERVICES, INC	AMERICREDIT FINANCIAL SERV GARAGE FUND		GARAGE	2,318.42
			TOTAL:	2,318.42
ANDERSON ELECTRICAL & LIGHTING SERVICE	MCMAULIFFE MS TROUBLESHOOT	GENERAL FUND	SPORTS	460.00
			TOTAL:	460.00
FIELDMAN, ROLAPP & ASSOCIATES, INC.	FIELDMAN, ROLAPP & ASSOCIA	GENERAL FUND	FINANCE	789.50
			TOTAL:	789.50
ARAMARK UNIFORM & CLOTHING GROUP	PW CREW JACKETS	GENERAL FUND	STREET MAINTENANCE	795.61
	PW CREW JACKET	GENERAL FUND	STREET MAINTENANCE	781.97
	PW CREW JACKETS	GENERAL FUND	STREET MAINTENANCE	196.49
	PW CREW SHIRTS	GENERAL FUND	STREET MAINTENANCE	36.36
	PW CREW SHIRTS	GENERAL FUND	STREET MAINTENANCE	36.36
			TOTAL:	1,646.77
ERIC ARROYO	BACKGROUND : J. RAMIREZ	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
	BACKGROUND: J. LOPEZ	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
			TOTAL:	3,000.00
BEAR ELECTRICAL SOLUTIONS	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	537.35
			TOTAL:	537.35
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	APRIL 2023	GENERAL FUND	PATROL	420.00
			TOTAL:	420.00
CANON FINANCIAL SERVICES, INC.	BW & CL METER USAGE 4/23	GENERAL FUND	RECREATION ADMINISTRAT	485.88
	CONTRACT CHARGE	GENERAL FUND	RECREATION ADMINISTRAT	264.64
			TOTAL:	750.49
CAPACEM	DUES: 2023-2024 MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	250.00
			TOTAL:	250.00
JHM SUPPLY, INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	75.74
			TOTAL:	75.74
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVEIN SVCS APRIL 23	GENERAL FUND	NON-DEPARTMENTAL	130.00
	PROF SVCS APRIL 2023	GENERAL FUND	PLANNING	1,253.78
	PROF SVCS APRIL 2023	GENERAL FUND	BUILDING INSPECTION	27,283.17
	COMMERCIAL INSPECT 04/23	GENERAL FUND	NPDES	391.00
			TOTAL:	28,718.02
CITY OF LONG BEACH	3RD QTR CONTRACT SVCS	GENERAL FUND	FINANCE	21,740.00
			TOTAL:	21,740.00
COMMERCIAL COATING CO, INC.	KATELLA AVE STREET/ASPHALT	GENERAL FUND	STREET MAINTENANCE	3,000.00
			TOTAL:	3,000.00
COPPER BELLE INC	TRAVEL AND TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	843.06
			TOTAL:	843.06

WARRANTS 05/31/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COUNTY OF ORANGE TREASURER-TAX	OC FINGERPRINT AFIS MAY 2023	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
			TOTAL:	441.00
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTIVE MNIC FOR APRIL	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
ECOFERT, INC.	LANDSCAPE MNIC APRIL 23	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ENTERPRISE FM TRUST	MONTHLY LEASE MAY 23	GARAGE FUND	GARAGE	6,569.82
			TOTAL:	6,569.82
FIRE SERVICE CORP.	FIRE PROTECTION SVC COMM C	GENERAL FUND	BUILDING MAINTENANCE	375.00
			TOTAL:	375.00
FRONTIER COMMUNICATIONS	FD PHONE LINES-ALARM	GENERAL FUND	COMMUNICATIONS TECHNOL	327.32
			TOTAL:	327.32
CALLS / QUARTERMASTER	UNIFORMS FOR TAVASCI	GENERAL FUND	RECORDS	126.37
			TOTAL:	126.37
GANAHL LUMBER COMPANY	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	15.27
	PARK MNIC	GENERAL FUND	PARK MAINTENANCE	36.23
	BLDG SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	20.75
	BLDG SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	28.38
	BLDG MNIC	GENERAL FUND	BUILDING MAINTENANCE	74.25
	BLDG MNIC	GENERAL FUND	BUILDING MAINTENANCE	19.82
			TOTAL:	194.54
TRAVIS W GOERTZ	3RD JULY FIREWORKS EVENT	GENERAL FUND	SPECIAL EVENTS	3,000.00
			TOTAL:	3,000.00
PACIFIC SECURED EQUITIES, INC.	ADMIN FEES - JUNE 2023	SELF INSURANCE TRU	INSURANCE	1,153.13
			TOTAL:	1,153.13
INTERNATIONAL DATA BASE CORP	CONFIG FEES ANN LIC FEE	GENERAL FUND	ADMINISTRATION	11,500.00
			TOTAL:	11,500.00
KESTER CORPORATION	PARK MNIC - CHAINS	GENERAL FUND	PARK MAINTENANCE	51.32
	STIHC TRIMMERS WEEDS	GENERAL FUND	PARK MAINTENANCE	434.95
			TOTAL:	526.34
KONICA MINOLTA PREMIER	COPIER LEASE-ADMIN FRONT O	GENERAL FUND	FINANCE	576.46
	COPIER LEASE- FINANCE	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	FD COPIER LEASE 5/23	GENERAL FUND	POLICE ADMINISTRATION	870.45
			TOTAL:	870.45
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR FD	GARAGE FUND	GARAGE	810.00
			TOTAL:	810.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	LOS ALAMITOS AREA CHAMBER	GENERAL FUND	CITY COUNCIL	25.00
			TOTAL:	25.00
LOWE'S	PARKLET STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	363.41

WARRANTS 05/31/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	363.41
M&N COASTLINE AUTO & TIRE SERVICE	VEHICLE MNTC FF 2005 FORD	GARAGE FUND	GARAGE	1,360.50
			TOTAL:	1,360.50
MAGIC MARKERS ENTERTAINMENT	3RD OF JULY FUND ZONE MAGI	GENERAL FUND	SPECIAL EVENTS	400.00
			TOTAL:	400.00
MICHAEL J TANDIAMA	SHIRT DESIGN TEAM ENGAGEME	GENERAL FUND	COMMUNITY DEVEL ADMIN	400.00
			TOTAL:	400.00
MIKE RAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE	GENERAL FUND	PAIROL	75.00
			TOTAL:	75.00
MISC. VENDOR SUPERIOR COURT OF CA	SUPERIOR COURT OF CA:REFUN	GENERAL FUND	NON-DEPARTMENTAL	11.97
			TOTAL:	11.97
NEXUS HOLDING, LLC	COMM CTR FRONT DOOR	GENERAL FUND	BUILDING MAINTENANCE	535.00
			TOTAL:	535.00
NORM'S AUTOMOTIVE CENTER, INC.	VEHICLE MNTC 2017 DODGE CH	GARAGE FUND	GARAGE	49.95
			TOTAL:	49.95
ORIGINAL WATERMEN, INC.	AQUATICS UNIFORMS	GENERAL FUND	AQUATICS	2,572.15
			TOTAL:	2,572.15
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK - COITONW	GENERAL FUND	PARK MAINTENANCE	430.00
			TOTAL:	430.00
PEITY CASH	KEYS FOR KIOSK	GENERAL FUND	RECREATION ADMINISTRAT	43.70
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	83.02
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	MILEAGE REIMS	GENERAL FUND	SPORTS	19.65
	MILEAGE REIMS	GENERAL FUND	SPECIAL CLASSES	15.85
	MILEAGE REIMS	GENERAL FUND	SPECIAL CLASSES	18.41
	ABC PERMIT FOR SPRING CARN	GENERAL FUND	SPECIAL EVENTS	53.00
			TOTAL:	253.63
PINNACLE HEALTHCARE MEDICAL GROUP	PINNACLE HEALTHCARE MEDICA	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE-EMPLOYMENT KJOINER/AOV	GENERAL FUND	NON-DEPARTMENTAL	140.00
	PRE-EMPLOYMENT A.LAW/A. ROB	GENERAL FUND	NON-DEPARTMENTAL	140.00
	PRE-EMPLOYMENT FFLORES/LSA	GENERAL FUND	NON-DEPARTMENTAL	140.00
	PRE-EMPLOYMENT M.KUKAHIKO	GENERAL FUND	NON-DEPARTMENTAL	70.00
	PRE-EMPLOYMENT S.WANG	GENERAL FUND	NON-DEPARTMENTAL	50.00
			TOTAL:	590.00
PRINTMASTERS	QMLA COROFLAST SIGN	AMERICAN RESCUE PL	NON - DEPARTMENTAL	71.01
			TOTAL:	71.01
QUADIENT LEASING USA, INC	LEASE PYMT 6/12/23-5/11/2	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
SAMSON PRO APPAREL	STAFF UNIFORMS	GENERAL FUND	SPORTS	467.64
			TOTAL:	467.64
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS FOR KIM	GENERAL FUND	POLICE ADMINISTRATION	120.11

WARRANTS 05/31/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NEIGHBORHOOD CLEANUP EVENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	130.90
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	1,003.56
	SUNSET SATURDAY NIGHT MARK	AMERICAN RESCUE FL NON - DEPARTMENTAL		327.75
	LOS AL PARKLET BACKDROP	AMERICAN RESCUE FL NON - DEPARTMENTAL		443.89
	PARKLET SERIES BANNERS	AMERICAN RESCUE FL NON - DEPARTMENTAL		213.04
	PARKLET SERIES	AMERICAN RESCUE FL NON - DEPARTMENTAL		372.41
	PARKLET SERIES	AMERICAN RESCUE FL NON - DEPARTMENTAL		1,911.18
	SUNSET SATURDAY NIGHT MARK	AMERICAN RESCUE FL NON - DEPARTMENTAL		109.25
	TOTAL:			4,592.43
SIITONE LANDSCAPE SUPPLY HOLDING, LLC	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	293.26
	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	40.47
	PARK MNTC	GENERAL FUND	STREET MAINTENANCE	47.68
	PARK MNTC	GENERAL FUND	PARK MAINTENANCE	39.89
	FIELD MNTC	GENERAL FUND	PARK MAINTENANCE	36.69
	TOTAL:			436.59
SPORTSWEAR UNLIMITED CORPORATION	STAFF UNIFORM	GENERAL FUND	SPORTS	1,474.88
	TOTAL:			1,474.88
SPOT LIGHTING SUPPLIES, INC.	SUPPLIES-LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	113.14
	TOTAL:			113.14
ST. OF CALIFORNIA DEPT. OF JUSTICE	APRIL 2023 LIVESCANS	GENERAL FUND	NON-DEPARTMENTAL	320.00
	TOTAL:			320.00
FULLERTON SIGNS, INC.	LOBBY SIGN CITY HALL	GENERAL FUND	COMMUNITY DEVEL ADMIN	533.14
	TOTAL:			533.14
TERRA NOVA PLANNING & RESEARCH, INC	HOUSING ELEMENT MAR13-APR2	GENERAL FUND	PLANNING	1,853.10
	TOTAL:			1,853.10
V & V MANUFACTURING, INC.	2 BADGES - CAPTAIN SOUTH	GENERAL FUND	POLICE ADMINISTRATION	318.28
	TOTAL:			318.28
WILLDAN ENGINEERING	LATV BUILDING - RESUBMITTA BUILDING IMPROVEME	CAPITAL PROJECTS		9,490.50
	TOTAL:			9,490.50

WARRANTS 05/31/23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	103,041.69		
28	BUILDING IMPROVEMENT	9,490.50		
50	GARAGE FUND	11,528.59		
54	SELF INSURANCE TRUST	1,153.13		
56	AMERICAN RESCUE FLAM ACT	14,104.73		
GRAND TOTAL:		139,338.64		

Retirees Medical Reimbursement

Date: May 01, 2023	Number of Transactions: 15	Total Batch: \$8596.68
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Payroll 5/12/2023

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	923.20	923.20	0.00	0.00	0.00	36.50	13.40	873.30	
10-511 City Manager/ City Clerk	31,168.10	19,821.54	0.00	8,397.18	2,949.38	2,889.60	3,066.21	25,212.29	
10-512 Finance	8,765.20	8,555.20	0.00	0.00	210.00	713.40	1115.00	6,936.80	
10-521 Police Administration	29,413.76	27,863.76	0.00	0.00	1,550.00	3,326.61	6,174.25	19,912.90	
10-522 Police- Patrol	78,754.11	52,865.44	12,613.35	4,849.32	8,426.00	13,179.21	11,878.74	53,696.16	
10-523 Police- Investigation	14,363.24	12,553.32	492.71	276.29	1,040.92	4,312.41	1,669.24	8,381.59	
10-524 Police- Records	9,939.10	6,479.80	166.50	309.34	2,983.46	614.05	1,308.08	8,016.97	
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73	
10-527 Police-Youth Programs	5,292.27	3,641.60	968.59	0.00	682.08	777.51	749.96	3,764.80	
10-528 Police- Traffic	2,831.42	0.00	0.00	0.00	2,831.42	106.19	70.49	2,654.74	
10-531 Development Services- Administration	26,164.84	14,005.40	0.00	8,460.20	3,699.24	2,272.63	5,933.90	17,898.31	
10-532 Development Services- Planning	3,332.40	1,238.40	0.00	2064.00	30.00	510.12	611.66	2,210.82	
10-533 Development Services- Neighborhood Preservation	4,204.12	2,321.60	0.00	0.00	1,882.52	248.23	517.44	3,438.45	
10-542 Development Services- Street Maintenance	12,440.57	8,047.95	1750.44	1,777.18	865.00	1,728.01	983.67	9,728.89	
10-543 Development Services- Park Maintenance	16,947.65	966.30	0.00	14961.55	1,020.00	502.42	4581.01	11,804.42	
10-544 Development Services- Facility Maintenance	2,135.40	2,110.40	0.00	0.00	25.00	351.74	27.94	1,755.72	
10-545 Economic Development	2,891.60	2,861.60	0.00	0.00	30.00	194.09	137.94	2,559.57	
10-551 Recreation Administration	28,378.74	23,852.47	0.00	937.14	3,589.13	4,402.58	3,643.59	20,332.57	
10-556 Recreation- Sports	21,324.21	0.00	0.00	0.00	21,324.21	799.61	1,456.81	19,067.75	
TOTALS	\$300,954.93	\$188,107.98	\$15,991.59	\$42,032.20	\$54,823.16	\$37,028.13	\$44,095.22	\$219,831.58	

REGULAR INPUT: 107 MANUAL INPUT: 0 CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 107

Payroll 5/12/2023

Payroll 5/12/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$36,766.84	\$32,522.95
State Taxes	Employee	\$11,572.27	\$4,243.89
ICMA	Employee	\$3,841.84	
Local Police Reserven	Employee		
PD Association	Employee	\$1,475.51	
Local Employees Assoc	Employee	\$260.00	
Nationwide - Full Time	Employee	\$890.00	
Nationwide - PT	Employee/ Employer	\$2,792.50	\$1,396.45
FERS Deferred Comp	Employee	\$1,355.98	
FERS	Employee/ Employer	\$49,257.41	\$19,997.63
AFLAC	Employee	\$123.30	
FERS Medical	Employee/ Employer	\$74,936.25	
Delta Dental PPO	Employer	\$4,255.20	
Delta Dental HMO	Employer	\$391.55	
VSP Vision	Employer	\$971.87	
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee	\$360.65	
TOTALS		\$191,085.74	\$53,917.03
			\$34,900.12

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES			
DESC	HRS	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE
HC2M	80.00	\$4,013.20	125	I-125	\$770.05		FED W/H	\$262,319.29	\$28,275.06
REG	4,307.67	\$198,107.98	129	I-129	\$192.31		ST WH CA	\$262,319.29	\$11,572.27
PTRG	1,723.00	\$33,990.49	AFR	AFRPT	\$45.91		HRDI	\$292,679.18	\$4,243.89
INTO	73.77	\$2,172.08	OC1	DCICN	\$3,117.60				
OT	38.00	\$1,690.77	DCM	DCICN		\$350.00			
OTS	179.66	\$14,013.90	DCM	DCM	\$890.00				
STBY	4.00	\$286.92	DCP	DCPRS	\$1,275.76				
CAR	0.00	\$1,100.00	DCR	DCIR	\$200.00				
CELL	0.00	\$940.00	DD1	DPPOL		\$247.50			
PPSC	0.00	\$461.04	DD2	DPPOL		\$211.50			
MEMR	0.00	\$6,300.00	DD3	DPPOL		\$697.95			
SPAS	0.00	\$1,462.64	DD4	DDM01		\$23.13			
SPSK	0.00	\$124.72	DD5	DDM02		\$13.89			
OCND	0.00	\$200.00	DD6	DDM03		\$123.30			
OCNE	0.00	\$240.00	DI1	DC1	\$86.70				
UNITF	0.00	\$100.00	DI2	DI2AP	\$15.74				
UNIT2	0.00	\$100.00	OLI	DCLIC	\$87.54				
FTO	0.00	\$135.33	OLP	DCLRE	\$80.22				
XTRO	0.00	\$15.55	LEA	LEAD	\$260.00				
ALML	45.00	\$1,704.00	LIF	LIFE	\$186.31				
COMF	52.17	\$2,450.70	LTD	A LTD	\$102.81				
EAU	16.00	\$756.96	MED	MDINS	\$6,848.03	\$24,076.32			
EAA	66.00	\$0.00	FBB	FBBB	\$481.97				
COMA	40.13	\$0.00	PN1	FPRM	\$3,464.92				
ELHO	12.67	\$468.94	PN2	FPRM		\$3,034.51			
SICK	126.30	\$4,938.16	PN3	FPRM	\$7,844.65				
VAC	33.92	\$1,648.18	PN4	FPRM		\$7,711.89			
POST2	0.00	\$191.28	FOA	FOA	\$120.00				
POST5	0.00	\$200.00	FOB	FOB	\$1,355.91				
POST6	0.00	\$450.00	FRO	FRO	\$1,955.46				
POST7	0.00	\$2,419.83	PR2	PRM		\$7,546.94			
POST1	340.00	\$10,951.40	PR4	PRM		\$10,166.44			
TOVA	\$309.50	\$18,762.56	PR5	PRM	\$965.33				
JURY	\$10.00	\$251.40	PR6	PRM	\$2,201.42				
BILL	\$0.00	\$150.00	PR7	PRM	\$1,013.90				
HOT	\$0.00	\$55.00	PR8	PRM	\$1,333.96				
			PR9	PRM	\$85.8				
			RTF	RTF	\$1,396.45	\$1,396.45			
			SUR	SUR	\$50.22				
			VS1	VS1		\$74.43			
			VS2	VS2		\$53.41			
			VS3	VS3		\$164.64			
Totals	7,461.79	\$ 360,854.93			\$37,028.13	\$56,692.35		\$ 44,095.22	\$4,243.89

Payroll 5/26/2023

DEPARTMENT RECAP									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	923.20	923.20	0.00	0.00	0.00	36.50	13.40	873.30	
10-511 City Manager/ City Clerk	22,864.23	19,711.26	0.00	215.70	2,877.27	2,894.96	3,893.30	16,075.97	
10-512 Finance	8,796.26	8,555.20	91.06	0.00	150.00	713.40	1134.26	6,948.60	
10-521 Police Administration	31,964.94	25,894.42	0.00	4,690.52	1,400.00	3,326.61	7,258.01	21,400.32	
10-522 Police- Patrol	81,362.51	52,217.31	16,249.99	4,529.17	6,366.04	13,007.88	11,729.03	56,625.65	
10-523 Police- Investigation	16,507.25	12,679.03	2,786.73	150.57	890.92	4,292.90	2,269.54	9,944.81	
10-524 Police- Records	9,641.26	6,493.70	166.50	277.50	2,703.56	606.26	1,265.99	7,769.01	
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73	
10-527 Police-Youth Programs	4,173.68	3,641.60	0.00	0.00	532.08	858.01	380.24	2,935.43	
10-528 Police- Traffic	2,934.99	0.00	0.00	115.96	2,821.03	110.06	75.59	2,749.34	
10-531 Development Services- Administration	19,937.14	16,026.71	0.00	772.81	3,137.62	2,301.78	3,455.69	14,179.67	
10-532 Development Services- Planning	4,953.60	3,013.44	0.00	1940.16	0.00	510.12	1169.55	3,273.93	
10-533 Development Services- Neighborhood Preservation	4,174.12	2,321.60	0.00	0.00	1,852.52	247.11	513.54	3,413.47	
10-542 Development Services- Street Maintenance	9,720.40	8,614.90	0.00	270.50	835.00	1,531.56	458.07	7,730.77	
10-543 Development Services- Park Maintenance	10,207.66	0.00	0.00	9242.66	965.00	396.23	2183.99	7,627.44	
10-544 Development Services- Facility Maintenance	2,135.40	2,110.40	0.00	0.00	25.00	351.74	27.94	1,755.72	
10-545 Economic Development	2,861.60	2,861.60	0.00	0.00	0.00	194.09	132.58	2,534.93	
10-551 Recreation Administration	27,843.65	22,300.02	100.20	2,489.58	2,953.85	4,392.44	3,563.11	19,868.10	
10-552 Recreation- Aquatics	525.10	0.00	0.00	0.00	525.10	19.89	7.62	497.79	
10-556 Recreation- Sports	23,062.60	0.00	0.00	317.04	22,745.56	733.77	1,769.59	20,559.24	
TOTALS	\$286,294.39	\$187,364.39	\$19,394.48	\$25,070.17	\$54,465.35	\$36,588.24	\$41,416.93	\$208,289.22	

REGULAR INPUT: 115 MANUAL INPUT: 0

CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 114

Payroll 5/26/2023

Payroll 5/26/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$35,507.50	\$31,460.67
State Taxes	Employee	\$9,991.23	\$4,046.83
ICMA	Employee	\$3,644.65	
Local Police Reserves	Employee		
PD Association	Employee	\$1,475.51	
Local Employees Assoc	Employee	\$260.00	
Nationwide - Full Time	Employee	\$890.00	
Nationwide - PT	Employee/ Employer	\$2,694.70	\$1,327.35
FERS Deferred Comp	Employee	\$1,455.59	
FERS	Employee/ Employer	\$49,135.00	\$10,953.40
AFLAC	Employee		
FERS Medical	Employee/ Employer		
Delta Dental PPO	Employee		
Delta Dental HMO	Employee		
VSP Vision	Employee		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$108,014.57	\$52,741.42

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES			
DESC	HR	AMOUNT	CD	ABREV	EMPLOYER	EMPLOYER	DESC	TAXABLE	EMPLOYEE
MCCH	60.00	\$4,015.20	125	I-125	\$770.05		FED W/H	\$247,898.64	\$27,386.09
REG	4,329.84	\$187,364.39	129	I-129	\$192.31		ST WH CA	\$247,898.64	\$0,991.23
PFRG	1,702.08	\$34,996.48	AFP	AFLEPT	\$45.91		MEDI	\$276,591.07	\$4,039.61
PHED	77.50	\$2,283.79	DCI	DCICW	\$3,117.60	\$350.00			
ABST	20.00	\$0.00	DCN	DCICW					
OT	8.25	\$357.76	DCN	DCNW	\$890.00				
OTS	216.62	\$18,194.74	DCP	DCPRS	\$1,375.76				
STBY	10.00	\$841.98	DDI	DPPOL		\$247.50			
MOT	0.00	\$223.25	DDI	DPPOL		\$211.50			
CAR	0.00	\$1,100.00	DDI	DPPOL		\$697.95			
FFHC	0.00	\$461.04	DDI	DPPOL		\$23.13			
MSDR	0.00	\$6,300.00	DDI	DPPOL		\$13.89			
SPAS	0.00	\$1,462.64	DDI	DPPOL		\$123.30			
SPSK	0.00	\$124.72	DDI	DPPOL	\$89.51				
OCWE	0.00	\$250.00	DDI	DPPOL	\$15.74				
OCWE	0.00	\$180.00	DDI	DPPOL	\$87.54				
UNIF	0.00	\$75.00	DDI	DPPOL	\$80.22				
UNIF	0.00	\$100.00	DDI	DPPOL	\$260.00				
FTO	0.00	\$302.12	DDI	DPPOL	\$186.31				
ADML	64.00	\$3,764.73	DDI	DPPOL	\$102.37				
COMP	-8.00	-\$401.52	DDI	DPPOL	\$6,887.36	\$24,129.55			
DAU	66.00	\$3,489.24	DDI	DPPOL	\$401.97				
EAA	19.00	\$0.00	DDI	DPPOL	\$3,465.49				
COVA	27.25	\$0.00	DDI	DPPOL	\$3,835.12	\$3,835.12			
FLHO	23.33	\$1,034.36	DDI	DPPOL	\$7,634.26				
SICK	65.08	\$2,347.46	DDI	DPPOL	\$7,505.08				
VAC	20.00	\$609.16	DDI	DPPOL	\$120.00				
POST2	0.00	\$191.29	DDI	DPPOL	\$1,355.51				
POST7	0.00	\$2,419.83	DDI	DPPOL	\$1,955.66				
POCO	115.50	\$3,720.26	DDI	DPPOL	\$7,397.24				
POVA	254.18	\$10,506.54	DDI	DPPOL	\$10,166.44				
			DDI	DPPOL	\$965.33				
			DDI	DPPOL	\$2,201.42				
			DDI	DPPOL	\$208.54				
			DDI	DPPOL	\$1,333.56				
			DDI	DPPOL	\$685.80				
			DDI	DPPOL	\$108.67	1308.67			
			DDI	DPPOL	\$51.15				
			DDI	DPPOL	\$74.46				
			DDI	DPPOL	\$53.41				
			DDI	DPPOL	\$164.64				
Totals	7,089.93	\$ 286,294.39			\$36,588.24	\$56,301.90		\$ 41,416.93	\$4,039.61

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, May 15, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 6:04 p.m., Monday, May 15, 2023, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Murphy
Mayor Pro Tem Nefulda, Mayor Doby

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Wayne Byerly, Police Captain
Michael Claborn, Chief of Police
Craig Covey, Orange County Fire Authority 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
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Council Member Murphy will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Doby will give the Invocation.

5. PRESENTATIONS

Mayor Doby and the City Council presented the listed Presentations.

A. Presentation of Certificates to Tanya Doby and Wendy Grose in Recognition of Being Named the 36th Senate District's Women of Distinction

This item was postponed to a later date.

B. Presentation of Certificates to Wendy Grose, Theresa Murphy, and Trisha Murphy in Recognition of Being Named the 70th Assembly District's Women of Distinction

- C. **Presentation of Certificates to Los Alamitos High School Students in Recognition of Their Participation in 2023 Every 15 Minutes Program**
- D. **Presentation of a Certificate to Peter Choi, Owner of Angelino's Pizza, in Recognition of Being Featured in the Mayor's Business Spotlight**
- E. **Presentation of a Proclamation to the Public Works Team in Recognition of National Public Work's Week**
- F. **Presentation of a Plaque to Wayne Byerly for his Three Years of Service as Police Captain to the City of Los Alamitos**
- G. **Presentation by Police Sergeant Krogman Regarding and Update on E-Bike Safety**
This presentation was postponed to a later date.
- H. **Presentation by Rob Thompson, General Manager, Providing an Overview of the Orange County Sanitation District**
General Manager Thompson provided a PowerPoint Presentation and answered questions from the City Council.

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 Doby opened Oral Communications.

Keith Tanner, Boy Scout Eagle Scout, spoke regarding his Eagle Scout Project with Precious Life Shelter.

Mr. and Mrs. Tanner spoke in support of Theresa Murphy and Precious Life Shelter.

Wendy Grose, Chair for Precious Life Shelter, spoke regarding the upcoming fundraiser on June 4, 2023, BBQ and Wine Tasting at St Isidore's Historical Plaza.

Mayor Doby closed Oral Communications.

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Doby spoke regarding the approved Housing Element, potential funding

from Congresswomen Steele's office for the Active Transportation Plan, and efforts with Orange County Transportation Authority to bring transportation for the City's senior citizens.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

City Manager Simmons introduced the item.

Chief Claborn requested a moment of silence for Riverside County Sheriff Deputy Brett Harris who passed away after an On-Duty traffic collision. He spoke regarding about the renovations to the Police Department, potential grant funding from the Orange County Sheriff's Department, and Officer Marc Navarro being awarded the Attorney General's Award for Distinguished Service in Community Policing.

Development Services Director Noda spoke regarding upcoming Good Morning Los Alamitos event and an upcoming short-term rental survey.

Recreation and Community Services Director Noda spoke regarding upcoming events and the summer recreation brochure.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period from April 1, 2023 to April 30, 2023.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants for the period April 1, 2023 to April 30, 2023 in the amount of \$1,204,889.20.

Roll Call

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Murphy	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.

City Manager Simmons pulled item 10B for discussion at a later date.

Motion/Second: Hasselbrink/Nefulda

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

A. Approval of Minutes (Administration)

Approved the City Council Regular Meeting Minutes of April 17, 2023.

B. Annual Comprehensive Financial Report (ACFR) (Finance)

For City Council consideration is the receipt of the fiscal year 2021-2022 audit reports.

City Manager Simmons pulled item 10B for discussion at a later date.

Recommendation: Receive and file the annual audit reports for fiscal year 2021-2022, including the Annual Comprehensive Financial Report (ACFR) and Report on Applying Agreed- Upon Procedures Appropriations Limit Worksheets (GANN AUP).

C. Treasurer's Quarterly Investment Report - March 2023 (Finance)

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

The City Council received and filed the Treasurer's Quarterly Investment Report – March 2023.

D. Amendment No. 3 with West Coast Arborists, Inc. (WCA) for Tree Maintenance Services (Development Services)

This item sought approval of Amendment No. 3 to the Professional Services Agreement (PSA) with West Coast Arborist, Inc. (WCA) to continue to provide tree maintenance services, a license arborist, and extraordinary work order fulfillment for one (1) year, ending on June 15, 2024. The amount paid to WCA is not to exceed \$75,000 annually. The current Professional Services Agreement (PSA) expires on June 15, 2023.

The City Council authorized the Mayor to execute Amendment No. 3 to the Professional Services Agreement with West Coast Arborists, Inc. (WCA), extending the term of the agreement for one additional year ending on June 15, 2024, and not to exceed \$75,000 annually, which is inclusive of a 2.5% CPI increase.

E. Approval of two (2) Open-Ended (Equity) Vehicle Lease Rate Agreements with Enterprise Fleet Management, Inc., via the Sourcewell Competitive Purchasing Program (Development Services)

This item sought approval of two (2) vehicle lease agreements with Enterprise Fleet Management Inc. (EFM), via the Sourcewell Competitive Purchasing Program (Contract #030122-EFM).

The City Council authorized the City Manager to lease two (2) fleet vehicles pursuant to the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) via the Sourcwell Competitive Purchasing Program for an estimated monthly lease of \$1,768.00.

11. DISCUSSION ITEM

A. City Council Ad Hoc Committees (Administration)

This item allows Council to appoint two members to various Ad Hoc Committees to assist Staff with large projects before bringing items to Council for approval.

City Manager Simmons introduced the item. City Clerk Quintanar summarized the staff report.

Motion/Second: Murphy/Nefulda

Unanimously Carried: The City Council:

1. Appointed Council Member Hasselbrink and Mayor Pro Tem Nefulda to the Council Member Handbook Ad Hoc Committee; and,
2. Appointed Mayor Doby and Council Member Murphy to the Council Member Goal Setting Ad Hoc Committee; and,
3. Appointed Mayor Doby and Council Member Hibard to the City Branding Ad Hoc Committee.

Council Member Nefulda excused himself from the remainder of the meeting at 7:16 p.m. and left the dais.

B. Preliminary Budget for Fiscal Year 2023-24 and Fiscal Year 2024-25 and Proposed Changes to Purchase Policy (Finance)

This report provides for a review of the preliminary budget for the Fiscal Year 2023- 24 and Fiscal Year 2024-25, and proposed changes to the Purchase Policy.

City Manager Simmons provided an introduction. Finance Director Kohler gave a PowerPoint presentation. Development Services Director Noda provided an overview of the Capital Improvement Project (CIP) budget.

Mayor Doby opened the item for public comment.

Frank Marchese thanked the City for the great job they are doing.

Mayor Doby closed the item for public comment.

City Council and Staff discussed the following topics:

- Conservative preference for the Council to have more oversight and review of contracts
- Preference for the City Manager's Authority to be changed to \$80,000
- Support for entrusting the City Manager
- Budget for Rebranding would be approved by the City Council at a future date
- Council Travel Policy will come before Council for approval at a future date
- Intent of hiring a Deputy City Clerk would be to provide support to the City Clerk for routine tasks to allow focus on larger strategic goals
- Rationale between combining the City Clerk and Director of Communications positions
- Goal to capture credit card processing fees in the upcoming cost recovery study
- Concern unfunded pension liabilities are not designated within the current budget
- Overview of the City's fiscal commitments during the Measure Y campaign
- Policy decisions regarding pension and capital improvement projects would be discussed during City Council goal setting workshop
- Update on Community Center roof
- Clarification that the City's Charter will require any Public Works project over \$10,000 to come before Council for approval
- Increasing the City Manager's purchasing authority would allow for projects to be expedited

The City Council reviewed and discussed the preliminary budget for Fiscal Year 2023-24 and Fiscal Year 2024-25, provide direction to staff.

Motion/Second: Hasselbrink/Doby

Motion Failed 2-2 (Hibard and Murphy voted no. Nefulda was not present):

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2023-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-04, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE".

12. 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 Hibard advised she had nothing to report.

Council Member Murphy stated she had attended various events including Assemblyman Tri Ta's announcement to support safe neighborhoods and TIP Heroes with Heart event.

Council Member Hasselbrink spoke regarding attendance at the Orange County Fire Authority Board of Directors meeting, Budget Standing Committee meeting, Disco Senior Prom at the Community Center, We Care Fundraiser, and the Los Alamitos Community Foundation Board meeting.

Mayor Doby spoke regarding attendance at the Association of California Cities – Orange County (ACC-OC) DC Advocacy Trip, Federal grant seminar hosted by Congresswomen Steele, planted a tree for Arbor Day, Award Reception for Senator Janet Nguyen, Youth Center's A Night Amongst the Stars, Southern California Association of Governments Regional Conference, Epson Ribbon Cutting, ACC-OC Board Installation, and the OC Tax Lunch.

13. ADJOURNMENT

The City Council adjourned at 8:18 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Bids (RFB) 2023-03 and Authorization to Bid for Community Center Divider Wall Replacement Project

SUMMARY

This item authorizes the solicitation of bids for the installation and/or upgrade of an existing divider wall in the Los Alamitos Community Center.

RECOMMENDATION

1. Approve the Request for Bids (RFB) 2023-03 for the installation/upgrade to the Community Center Divider Wall Replacement Project and;
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The Los Alamitos Community Center hosts various events, programs, and opportunities for rentals for the community. Throughout the week, the rooms are heavily used for classes and, on the weekends, utilized for facility rentals and events. The current divider wall is over 40 years old and is inoperable. A new divider wall with more advanced technology and lighter materials could provide more space and open up opportunities for staff to provide more services. Creating two rooms from one large room allows the Community Center more flexibility in scheduling programs and events offered to the public.

DISCUSSION

The purpose of the Request for Bids (RFB) is to solicit and select a contractor to provide services for the installation of a new divider wall in the Los Alamitos Community Center. 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:

Los Alamitos Community Center Divider Wall Replacement

1. Manual operated partition wall with multiple detachable segments
2. Minimum sound transmission rating (STC) of 50
3. Have a weight of less than or equal 8.5 pounds per square feet

4. One access door to allow movement between rooms
5. Partition wall material to accent the room accordingly
6. Contractor will provide a single point of contact for all installations.
7. Contractor will provide a diagram of the partition wall and tract in reference to the room
8. Contractor will provide a 2-year warranty on installation and provided hardware

TASK	DATE
Request for Bids Made Available	Wednesday, June 21, 2023
Mandatory Site Visit	Monday, June 16, 2023 to Thursday, July 6, 2023
Proposal Due at City Hall	Thursday, July 13, 2023 at 10:00 a.m.
City Review of Proposals	Monday, July 17, 2023 to Thursday, July 27, 2023
City Council Consideration for Awarding	Monday, August 21, 2023

FISCAL IMPACT

The Capital Improvement Project (CIP) was approved for fiscal year 2022-2023 and will be included in the CIP project list for fiscal year 2023-2024. Funding for the service will be expended out of Account No. 25-570-5503.2306.

Attachment: 1. RFB - Divider Wall Replacement Project

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT**

PROJECT NO. 22/23-07

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

JUNE 2023

CITY OF LOS ALAMITOS

**TABLE OF CONTENTS
FOR
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT**

NOTICE INVITING SEALED BIDS.....	NB-1
INSTRUCTIONS TO BIDDERS.....	IB-1
PROPOSAL DOCUMENTS	
Proposal	P-1
Bidders Information.....	P-3
List of Subcontractors	P-4
References.....	P-5
Contractor's Licensing Statement.....	P-6
Bid Bond.....	P-7
Non-Collusion Affidavit	P-9
Proposal Bid Sheets	P-11
CONTRACT DOCUMENTS	
Public Works Agreement	CA-1

**CITY OF LOS ALAMITOS
NOTICE INVITING BIDS FOR CONSTRUCTION OF**

COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT

NOTICE IS HEREBY GIVEN that sealed bids for the COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT ("Project") in the City of Los Alamitos will be received at City Hall of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720, until 10:00 a.m. on Thursday, July 13, 2023 at which time they will be publicly opened and read aloud.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including purchase of new panels, removal of old panels, installation of new panels, disposal of old panels, and other miscellaneous improvements as shown on the plans and as required to complete the work. The new panels must have a Sound Transmission Class (STC) rating of 50 or above and cannot weight more than 8.5 pounds per square feet.

Contractors are required to complete a job walk with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Wednesday, June 21, 2023 through Thursday, July 6, 2023 between the hours of 8:00 a.m. to 4:00 p.m. To schedule a time and date, please contact Recreation Supervisor Steve Kim via email at skim@cityoflosalamitos.org. Please note, City Hall will be closed July 4 in observance of Independence Day.

All requests for information (RFI's) shall be submitted to the City no later than Thursday, July 6, 2023 at 11 a.m.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within three (3) business days of bid opening, contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor), and Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a

NB-1

public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge at the Public Works Department, City Hall, 3191 Katella Avenue, Los Alamitos, CA 90720. Contract Documents are available in portable document form (PDF) on the City's website: <http://www.cityoflosalamitos.org/376/Projects>. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Steve Kim at skim@cityoflosalamitos.org.

Dated this 20 day of June, 2023.

City of Los Alamitos, California

The City Engineer's estimate is \$75,000.00

BY _____
Windmera Quintanar, City Clerk
3191 Katella Avenue
Los Alamitos, CA 90720

Published: News Enterprise
June 28, 2023

CITY OF LOS ALAMITOS
INSTRUCTIONS TO BIDDERS
FOR
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Los Alamitos (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT - DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be

mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement,

and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to

be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME_____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____

DATE _____, 20____.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 20____

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

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

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name_____
Address_____
License No. and Class_____
DIR Registration No._____
Phone No._____ Email:_____
Percent of Total Contract_____
Specific Scope of Work_____

Subcontractor Name_____
Address_____
License No. and Class_____
DIR Registration No._____
Phone No._____ Email:_____
Percent of Total Contract_____
Specific Scope of Work_____

Subcontractor Name_____
Address_____
License No. and Class_____
DIR Registration No._____
Phone No._____ Email:_____
Percent of Total Contract_____
Specific Scope of Work_____

Subcontractor Name_____
Address_____
License No. and Class_____
DIR Registration No._____
Phone No._____ Email:_____
Percent of Total Contract_____
Specific Scope of Work_____

BIDDER'S NAME_____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

Bond Amount \$ _____
Bond Number _____

BID BOND (Page 1 of 2)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (the "Principal") has submitted a bid
(NAME OF BIDDER)
(the "Bid") to the City of Los Alamitos, California (the "City") for replacement of the Community Center Divider Wall (the "Work"), as specifically set forth in documents entitled Community Center Divider Wall Replacement Project, Dated May 23, 2023 (the "Specifications").

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
"Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Los Alamitos in the sum of _____ and ____/100 DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

Bond Amount \$ _____
Bond Number _____

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

BIDDER'S NAME _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signed _____

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

(SEAL)

**CITY OF LOS ALAMITOS
PROPOSAL BID SHEETS
FOR
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install manually operable partitions and suspension system per the project scope including installing new panels, removing old panels, disposal of old panels, and providing all submittals included in the project scope. New panels must have a Sound Transmission Class (STC) rating of 50 or higher and weigh no more than 8.5 pounds per square feet.	1	LUMP SUM		

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

ADDITIVE ALTERNATE BID ITEMS

Item	Description	Est. Quantity	Unit	Unit Price	Total Cost
1	If enhancements or modifications for the existing structural support system are determined necessary by Proposer to support the new operable wall system, furnish and install additional structural supports in the ceiling to support the new ceiling suspension system. These services include design and detailing of the additional supports signed and sealed by a CA licensed structural engineer.	1	LUMP SUM		

ADDITIVE ALTERNATE BID SUBTOTAL IN FIGURES:
\$ _____

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN FIGURES:
\$ _____

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN WORDS:
_____ DOLLARS
AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE “TOTAL BASE BID AMOUNT FIGURES” AND THE “TOTAL BASE BID AMOUNT IN WORDS”, THE “TOTAL BASE BID AMOUNT IN WORDS” SHALL PREVAIL.

PROPOSAL BID SHEETS
FOR
COMMUNITY CENTER DIVIDER WALL REPLACEMENT PROJECT

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Los Alamitos Museum Association: Proposed Schedule, Yearly Recap, and Budget

SUMMARY

The Los Alamitos Museum Association's proposed schedule, yearly recap, and budget for the 2023-2024 fiscal year are being provided to the City Council for approval.

RECOMMENDATION

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2023-2024; and,
2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

BACKGROUND

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

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

DISCUSSION

Schedule, Activities, & Budget

As a part of the agreement with the Los Alamitos Museum Association, the Museum is required to provide the City with a proposed schedule, activity plan and budget for the upcoming fiscal year. Attachment 1 is a recap of fiscal year 2022-2023 as well as information about the Los Alamitos Museum Association.

The Museum Association's proposed calendar of events for 2023-2024 (Attachment 2) includes tours of the Museum on Tuesdays, Thursdays and Sundays from 2:00pm – 4:00pm,

highlight the 1900 period clothing display, water tower upgrade, and mounted police display donation.

An open house to promote the period clothing display, the dedication of the water tower clock, and the new mounted police display will take place June 11.

The proposed 2023-2024 Museum budget is \$4,051.00. The Museum's income is from fundraisers, donations, membership program, and grants.

FISCAL IMPACT

According to the agreement between the City of Los Alamitos and the Los Alamitos Museum Association, the City owns the building that houses the Los Alamitos Museum and provides repairs and janitorial maintenance once every two weeks. All repairs and maintenance are funded out of the Development Services budget. Sufficient funding exists in the Fiscal Year 2023-24 budget.

- Attachment:
1. 2022-2023 Los Alamitos Museum Association Yearly Report and 2023-2024 Budget
 2. 2023-2024 Los Alamitos Museum Association Proposed Calendar of Events

LOS ALAMITOS MUSEUM
YEARLY REPORT/ RECAP OF 2022/2023
March 29, 2023

HISTORY:

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

GOVERNANCE: Governing board consists of the,

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

BUDGET: Proposed Budget for 2023/2024 is \$5,732.00

INCOME:

The Museum's income is from fundraisers, donations, Membership Program, and grants. The Los Alamitos Museum has been the recipient of a yearly Grant from the Rossmoor Women's Club. For the past five years, The Finest Annual Trout Tournament Non-profit Organization has granted \$1,500. Both have indicated these grants will continue. These grants help continue the Museum's service to the community.

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

CAPITAL IMPROVEMNTS:

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

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

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

ATTENDANCE:

- The Museum is open to the public, free of charge, from 2:00 pm to 4:00 pm every Tuesday, Thursday, and Sunday. Approximately 2,000 guest visit per year during the regular hours. After a year and a half of being closed Due to Covid-19, we are now open on the regular days: Sunday, Tuesday & Thursday from 2:00pm to 4:00pm.
- The number of programs each year vary, consequently attendance varies each year.
- Over 200 children visit on appointment tours from the Boy Scouts, Girl Scouts, and the local schools. Many 4th grade classes usually attend as part of their California Studies History Class.
- Additional appointed tours are available for individuals, clubs, and organizations.

- The Museum is open for any City meeting that scheduling will allow.
- The Museum hosts approximately 2,000 visitors per year including the visitors on our regular open schedule, our scheduled events and visits from school students and service club members.

STRATEGIC PLAN: UPDATE

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

Mission Statement

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

Vision Statement

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

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

- Increase Membership-**Accomplished with 2022/2023 Membership program**
- Volunteer opportunities for public including Students-**Accomplished with the involvement with Serve Los Al Non-Profit organization.**
- Expanding educational programs –**On going.**
- Increased Publicity-**Accomplished with the addition of e-mail list to send event announcements, Constant Contacts and updated website.**
- Exhibit update- **New exhibits are put in place on a regular basis.**

DISPLAYS & OUTREACH:

The Museum Board of Trustees have put together a mobile display of our Community History and have taken this display along with our promotional information to past Sugar Beet Festivals and Bixby Ranch Festivals. It is our goal to bring the Museum to as many people and venues as possible. We plan to secure space at the newly developed Pine Street events.

FUTURE OF THE MUSEUM:

The Museum Board of Trustees and Docents are volunteers dedicated to continuing to provide this community with the values in our Mission and Vision Statements. We will continue to update our displays and provide interesting programs in the future. We will continue to be collecting oral interviews to collect memories from long- time residents of Los Alamitos. We feel this will add another dimension to the Los Alamitos Museum. This project was postponed from last year because of Covid-19 but we will begin again now.

2022/2023 HIGHLIGHTS:

The gift of period 1900 clothing, spinning wheel and assorted household items from a community member has enabled the Museum Board of Trustees and Docent the opportunity to create a corner dedicated to the 1900 period in our history.

The iconic Water Tower was upgraded with a clock on the Los Alamitos Boulevard side of the tower. The City of Los Alamitos generously purchased the clock.

Open house to promote the period clothing display was postponed due to Covid-19 but this display will now be highlighted on May 21, 2023, along with the updated Mounted Police Display and the dedication of the Water Tower Clock. The community will be invited.

Respectfully submitted,

Marilynn Poe
President
Los Alamitos Museum Association, Inc.

Proposed 2023/2024 Budget

INCOME: CATEGORY	PROJECTED AMOUNT
Fundraisers	400.00
Grants	3,562.00
Donation Box	75.00
Membership	1,700.00
Total Projected Income	\$5,732.00

DISBURSMENTS

CATEGORY	PROJECTED AMOUNT
Business Expense	
Facility & Equipment	550.00
Operations/Insurance	1531.00
Fundraising/Program Expenses	1,970.00
Total Projected Disbursements	\$4,051.00

APPROVED BY: Board of Trustees

DATE: 2/28/2023.

SAMPLE OF ITEMS PURCHASED FOR THE MUSEUM OR ITEMS INSTALLED AT THE
MUSEUM AT THE COST OF THE MUSEUM ASSOCIATION:

In 1976, when the Los Alamitos Museum Association was given the use of the building for a museum, the building was EMPTY!

The Museum Board of Directors facilitated the installation of (partial list):

1. **ALL DISLAY CASES**

2. 6 CARD TABLES

3. 2 LONG TABLES

4. ROUNDS FOR TOP OF CARD TABLES

5. CHAIRS WERE DONATED

6. 1999- CHAIR RACK FOR CHAIR STORAGE=\$200.00

7. 2 COMPUTERS (NEW ONE THIS YEAR), 3 PRINTERS (NEW ONE THIS YEAR)

8. 1 DVR TO DISC RECORDER

9. 2003-UPGRADE OF ELECTRICAL SYSTEM=\$4,325

10. 2005- SOUND SYSTEM

11. 2006-1/2 OF COST OF AIR & HEAT SYSTEM=\$5,900

12. KITCHEN:

a. 1998- LOWER CABINETS ON SOUTHWALL=\$361.73 (installation volunteered)

b. MARCH 2008- STOVE & HOOD=\$1234.98

c. APRIL 2009- NEW REFRIGERATOR=\$1200

d. 2015 NEW KITCHEN SINK FAUCET, DISPOSAL & \$500 DISHWASHER

13. 6/2016 REPAIR OF AC UNIT \$500+ (we did not dare ask for help from City)

14. 10/2017 - 8 WHITE ROUND TABLES WITH CARRIER=\$1,000

15. 1/2018 A NEW SOUND SYSTEM=\$1,000

16. 5/2018 NEW WINDOW COVERINGS FOR 6 WINDOWS=\$1,200

17. 3/2021 4 GALLONS OF ENAMEL PAINT FOR WATER TOWER=\$ 200

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Items on display at the Los Alamitos Museum (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Los Alamitos Museum Association, Inc. and the City of Los Alamitos, located at 11062 Los Alamitos Blvd., Los Alamitos, California 90720, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Los Alamitos Museum Association, Inc. and the City of Los Alamitos against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Los Alamitos Museum Association, Inc. and the City of Los Alamitos incurs any of these types of expenses, I agree to reimburse Los Alamitos Museum Association, Inc. and the City of Los Alamitos.

I acknowledge that Los Alamitos Museum Association, Inc. and the City of Los Alamitos and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Los Alamitos Museum Association, Inc. and the City of Los Alamitos.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Los Alamitos Museum Association, Inc. and the City of Los Alamitos AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND

ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Los Alamitos Museum Association, Inc. and the City of Los Alamitos FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Los Alamitos Museum Association, Inc. and the City of Los Alamitos, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health.

insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant,

_____, and Los Alamitos Museum Association, Inc. and the City of Los Alamitos agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited. In the event of an

emergency, please contact the following person(s) in the order presented:

Emergency Contact Relationship Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name:_____

Participant's Address:_____

Signature:_____

Date:_____

Los Alamitos Museum Association
Fiscal Year 2023/2024
Proposed Event Activity Schedule

Date & Time	Event/Activity	Description	Type of Event	Cost to Produce
Tuesday, Thursday and Sunday (except holidays) 2-4pm	Museum open to public	Docent-guided tours, special interest and research	Cultural and Historic Activity	\$0
By Appointment	Museum Scheduled Tours	Museum available by appointment for group tours	Education Activity	\$0
3rd Sunday of February, April, July, October 2-4pm	Open House or additional program if needed	Highlight new exhibits with owner or organizer present for Q&A	Clutural & Historic Activity	\$0
Fourth Tuesday of each month 6-pm	Board of Trustees Monthly Meeting	Meeting to conduct business of Los Alamitos Museum, Inc.	Museum Business Activity	\$0
Saturday, February 18, 2023 10am-noon	Budget & Program Workshop	Board of Trustees develop FY2022/2023 Plan	Strategic Planning Activity	\$0
Saturday, February 18, 2023 2-4pm Canceled Due to Rain	Academy Awards Movie Day Los Alamitos Museum	Movie Classics shown popcorn & sodas	Cultural Event	\$50 (Fundraising)
Sunday, March 5, 2023 2pm Canceled to 2024	Honored Citizen Award Ceremony	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	\$385 (Program)
Thursday, May 11, 2023	Public Works Appreciation Lunch	Lunch recognizng Los Alamitos Public Works Staff	Community Recognition	\$250 (Program)
Friday, June 16, 2023 5:30pm	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$300 (Program)

Los Alamitos Museum Association
Fiscal Year 2023/2024
Proposed Event Activity Schedule

Sunday, January 28, 2024 2pm Location: Los Alamitos Museum	Honored Citizen Award Ceremony	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	\$385 (Program)
Saturday, February 10, 2024 10am	Budget & Program Workshop	Board of Trustees develop FY2019/2020 Plan	Strategic Planning Activity	\$0
Sunday, February 25, 2024 2-4pm	Academy Awards Movie Day Los Alamitos Museum	Movie Classics shown popcorn & sodas	Cultural Event	\$50 (Fundraising)
Thursday, March 21, 2024 Noon	Public Works Appreciation Lunch	Lunch recognizing Los Alamitos Public Works Staff	Community Recognition	\$250 (Program)
Friday, June 14, 2024 5:30pm	Docent Recognition Dinner	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	\$300 (Program)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution 2023-18 - Approving the Fiscal Year 2023-2024 Project List for SB-1 Funds in the estimated amount of \$294,072 towards the Carrier Row Street Improvement Project

SUMMARY

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB-1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of the RMRA funding for road improvements for the Carrier Row Street Improvement Project FY 22-23 in the estimated amount of \$294,072.

RECOMMENDATION

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopt Resolution No. 2023-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE CARRIER ROW NEIGHBORHOOD STREET IMPROVEMENT PROJECT FY 23-24."

BACKGROUND

The State of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel, and registration taxes on motor vehicles with allocations dedicated to transportation purposes. The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA).

The Road Repair and Accountability Act of 2017 (SB-1) is a major new investment in California's transportation systems of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes fuel tax rates

and provides for inflationary adjustments to rates in future years. The new law requires the California Transportation Commission to adopt performance criteria to gauge progress, incorporate program oversight and financial accountability, and support efficient use of funds.

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project
- Match requirement to obtain state or federal funds for eligible project

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB-1), the Road Repair and Accountability Act. This act establishes the Roadway Maintenance and Rehabilitation Account (RMRA) and provides for an additional \$52.5 billion statewide over the next decade to improve California’s pavement and transportation infrastructure. A ballot proposition (Proposition 6), which would have repealed SB-1, was rejected by voters in the November 2018 General Election. Funding is generated from an increase in gasoline and diesel fuel taxes, as well as an increase in vehicle registration fees and the initiation of a flat fee for electric vehicles. Below is the basic framework and timelines for implementation of these new revenue sources:

November 2017

- Gasoline excise tax – 12 cent increase (30 cents total)
- Diesel excise tax – 20 cent increase (36 cents total)
- Diesel sales tax – 4 percent increase (5.75% total)

January 2018

- New “Transportation Improvement Fee” applied to vehicle registration fee based on value (\$25 to \$175 per vehicle)

July 2020

- New \$100 zero-emission vehicle fee applied to vehicle registration fee

DISCUSSION

The SB 1 project list is an overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete street infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

Staff is proposing the Carrier Row Street Improvement Project be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues. The project will include a grind and overlay asphalt or slurry seal in the Carrier Row Neighborhood, which includes Saratoga Drive, Langley Drive, Essex Drive, Enterprise Drive, Midway Drive, Ticonderoga Drive, Ranger Drive, Tarawa Drive, Bunker Hill Drive, Green Ave (Saratoga to Ticonderoga), Howard Avenue (Lexington to Bennington). The streets within the project limits

will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB), Joint Plain Cement Concrete (JPCP), or Slurry Seal. Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

The project includes the following streets in the Carrier Row neighborhood:

- Saratoga Drive
- Langley Drive
- Essex Drive
- Enterprise Drive
- Midway Drive
- Ticonderoga Drive
- Ranger Drive
- Tarawa Drive
- Bunker Hill Drive
- Green Ave (Saratoga to Ticonderoga)
- Howard Avenue (Lexington to Bennington) Tripoli Avenue

Environmental Review

Staff recommends that Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT

Since the start of the SB-1 program in 2017, the City has received the following amounts each year:

2017-18: \$60,931 (was approximately 4 months for first year)
2018-19: \$208,280
2019-20: \$209,730
2020-21: \$210,000
2021-22: \$229,083
2022-23: \$263,005

Fiscal Year 2023-24 Estimated Revenues and Capital Improvement Project Adopted Budget includes SB-1 expenditures and revenues estimated at \$294,072.

Attachment: 1. Resolution No. 2023-18 - City Project List for SB1-Carrier Row
 2. Carrier Row Slurry Seal - CIP

RESOLUTION NO. 2023-18

A Resolution OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE CARRIER ROW NEIGHBORHOOD STREET IMPROVEMENT PROJECT FY 2023-24

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and,

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Los Alamitos are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and,

WHEREAS, the City of Los Alamitos must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and,

WHEREAS, the City of Los Alamitos, will receive an estimated \$294,072 in RMRA funding in Fiscal Year 2023-24 from SB 1; and,

WHEREAS, this is the seventh year in which the City/County is receiving SB 1 funding and will enable the City of Los Alamitos to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and,

WHEREAS, the City of Los Alamitos has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and,

WHEREAS, the City of Los Alamitos used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and,

WHEREAS, the funding from SB 1 will help the City of Los Alamitos maintain, rehabilitate and resurface residential roadways and add active transportation infrastructure throughout the City of Los Alamitos this year and hundreds of similar projects into the future; and,

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Los Alamitos' streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and,

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and,

WHEREAS, without revenue from SB 1, the City of Los Alamitos, would have otherwise been delaying projects throughout the community; and,

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and,

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and,

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and,

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and,

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and,

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make

the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and,

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 following list of newly proposed project will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Project Title: Carrier Row Neighborhood Street Improvement Project FY 23-24

Project Description: Grind and overlay asphalt or slurry seal in the Carrier Row Neighborhood, which includes Saratoga Drive, Langley Drive, Essex Drive, Enterprise Drive, Midway Drive, Ticonderoga Drive, Ranger Drive, Tarawa Drive, Bunker Hill Drive, Green Ave (Saratoga to Ticonderoga), Howard Avenue (Lexington to Bennington). The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB), Joint Plain Cement Concrete (JPCP), or Slurry Seal. Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location: Carrier Row Neighborhood, which includes Saratoga Drive, Langley Drive, Essex Drive, Enterprise Drive, Midway Drive, Ticonderoga Drive, Ranger Drive, Tarawa Drive, Bunker Hill Drive, Green Ave (Saratoga to Ticonderoga), Howard Avenue (Lexington to Bennington).

Estimated Project Schedule: Preconstruction (Start 07/2023, End 12/2023) Construction (Start 04/2024 – End 06/2024) based on the component being funded with RMRA funds

Estimated Project Useful Life: 10-15 years

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

PASSED, APPROVED, AND ADOPTED this 20th day of June, 2023.

Tonya Doby, 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 20th of June, 2023, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

RMRA Project List (FY 2023-24)

Carrier Row Neighborhood Street Rehabilitation

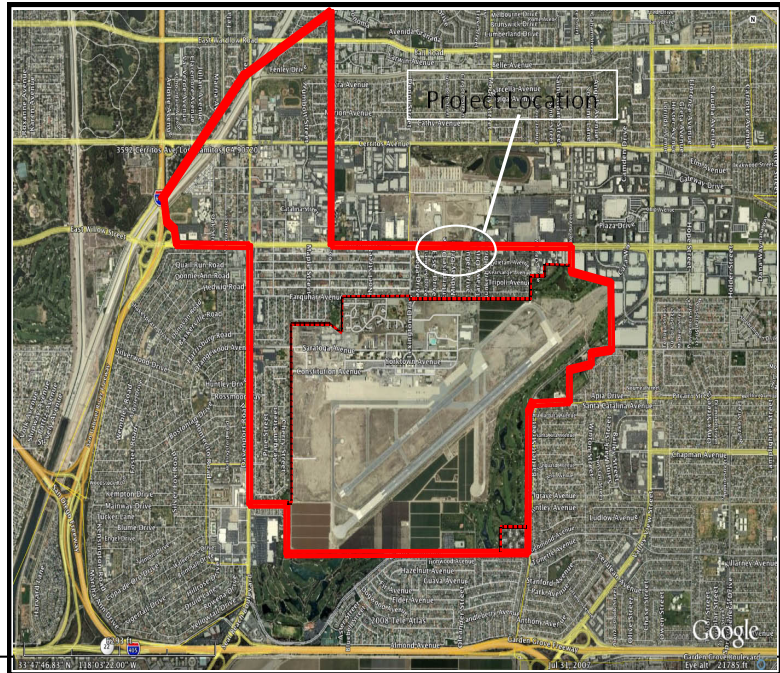
Project Description:

Grind and overlay asphalt or slurry seal in the Carrier Row Neighborhood, which includes Saratoga Drive, Langley Drive, Essex Drive, Enterprise Drive, Midway Drive, Ticonderoga Drive, Ranger Drive, Tarawa Drive, Bunker Hill Drive, Green Ave (Saratoga to Ticonderoga), Howard Avenue (Lexington to Bennington). The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB), Joint Plain Cement Concrete (JPCP), or Slurry Seal. Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This

Project Location:

Carrier Row Neighborhood:

Saratoga Drive, Langley Drive, Essex Drive, Enterprise Drive, Midway Drive, Ticonderoga Drive, Ranger Drive, Tarawa Drive, Bunker Hill Drive, Green Ave (Saratoga to Ticonderoga), Howard Avenue (Lexington to Bennington)



		Seven Year						
Project Cost	Total	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Construction Costs								
Preliminary Eng/Environ								
Design	\$ 65,000		65,000					
Right-of-Way			-					
Construction	532,000		532,000					
Construction Management	63,000		63,000					
Total Construction	\$ 660,000	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ -

		Seven Year						
Funding Source(s)	Total	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
SB -1 Gas Tax	\$ 294,072		294,072					
Gas Tax	365,928		365,928					
Total Funding	\$ 660,000	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ -

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 1 with Fuscoe Engineering, Inc. for Consulting Services

SUMMARY

This item provides a basis for continuing consulting services with Fuscoe Engineering, Inc. regarding the annual preparation of the City's Program Effectiveness Assessment (PEA) Report for two (2) additional years for an annual cost of \$15,000, resulting in a total cost of \$30,000. The current Consulting Services Agreement (CSA) will expire on June 21, 2023, and includes two (2) permissible two-year extensions.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Consulting Services Agreement (CSA) with Fuscoe Engineering, Inc. for a two-year contract extension ending on June 21, 2025 for an annual amount of \$15,000 and a total two-year amount of \$30,000.

BACKGROUND

In order to ensure compliance with the State of California's Regional Water Control Board Santa Ana Region Order, the County of Orange, Orange County Flood Control District, and incorporated cities of Orange County within the Santa Ana Regional Area are required to establish compliance and monitoring controls to ensure proper water quality control.

The City of Los Alamitos operates municipal storm drain systems and discharge storm water and urban runoff pursuant to National Pollutant Discharge Elimination System (NPDES) Permits. These Permits require the City to effectively prohibit non-storm water discharge into the storm drains and implement controls to reduce discharge of pollutants to the Maximum Extent Practicable (MEP).

A progress report, termed Program Effectiveness Assessment (PEA), is required on an annual basis. The objectives of the PEA are to present a compilation of the programmatic implementation and validation data; provide for annual data analyses by which the City can assess program effectiveness; ensure that the evaluation and improvement process is applied to each of the program's elements; and provide a mechanism for the City to identify and report modifications that have or will be made to the Drainage Area Management Plan (DAMP).

In April 2021, the City released Requests for Proposals (RFP) 2021-05, which solicited proposals for consulting services regarding the preparation of the City's Program Effectiveness Assessment (PEA) Report. Following a comprehensive review of bids received, RFP 2021-05

was ultimately awarded to Fuscoe Engineering Inc. in June 2021.

DISCUSSION

Serving as an integral group in the preparation of the City's PEA Report, the Fuscoe Engineering team facilitates the invaluable information gathering component in the process, which ultimately enables the Fuscoe team to compile the final PEA report. Since the commencement of services, staff has been satisfied with the service provided by Fuscoe Engineering Inc.

Under the terms of the original Agreement executed in June 2021, this Agreement will expire on June 21, 2023 unless extended by mutual agreement. Fuscoe Engineering Inc. has agreed to provide continued services with no pricing adjustments. Amendment No. 1 to the PSA will extend the City's contractual relationship with Fuscoe Engineering Inc., for two years ending on June 21, 2025. This contract renewal will utilize the first of two (2) permissible two-year contract extensions.

FISCAL IMPACT

Amendment No.1 will not trigger any budgetary changes. The annual cost will remain at \$15,000 and the total two-year cost will be \$30,000. Fiscal Year 2023-2024 will have sufficient funds for this service and will be paid via Account No. 10-537-5289.

- Attachment:
1. Amendment No. 1 - Fuscoe Engineering, Inc. (2023)
 2. Fuscoe Engineering, Inc. (2021)

AMENDMENT No. 1 TO CONSULTING SERVICES AGREEMENT
[City of Los Alamitos and Fuscoe Engineering, Inc.]

This Amendment No. 1 to Consulting Services Agreement (“First Amendment”) is made and entered into on this 20th day of June, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Fuscoe Engineering, Inc., a California corporation (“Consultant”).

RECITALS

A. City and Consultant entered into that certain Consulting Services for Annual Preparation of the City’s Program Effectiveness Assessment (PEA) Report on June 21, 2021 (“Agreement”), which is incorporated herein by this reference.

B. The Agreement will expire on June 21, 2023, unless extended by mutual written agreement of the City and Consultant.

C. City and Consultant desire to extend the term of the Agreement for two additional years, until June 21, 2025, subject to the terms and provisions of this First Amendment.

NOW, THEREFORE, City and Consultant 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 four (4) years, ending on June 21, 2025, unless extended by mutual written agreement of the Parties, for a maximum of one (1) additional two (2) year contract extension.

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 First Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this First Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this First 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: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Consultant”

Fusco Engineering, Inc.

By: _____
Ian Adam
Principal-in-Charge
iadam@fuscoe.com

By: _____
Howard Wen
Senior Project Manager
hwen@fuscoe.com

CONSULTING SERVICES AGREEMENT [City of Los Alamitos & Fuscoe Engineering, Inc.]

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 21st day of June 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Fuscoe Engineering, Inc., a corporation, (“Consultant”). 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 Consulting Services for the Annual Preparation of the City’s Program Effectiveness Assessment (PEA) Report. (“Project”).

B. Consultant has submitted to City a written proposal, dated May 4, 2021, to provide Consulting Services for the Annual Preparation of the City’s Program Effectiveness Assessment (PEA) Report for the Project.

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

D. City desires to engage 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. Consultant shall provide those services set forth in the Annual PEA Report Preparation Proposal, dated May 4, 2021, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Consultant shall provide the Project Services in compliance with all terms and conditions of this Agreement. Consultant 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. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Consultant 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 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

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. Consultant shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Consultant performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant 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, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Consultant represents and warrants to City that Consultant 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 Consultant to perform the Project Services. Consultant 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 Consultant'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, Consultant warrants that Consultant (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. Consultant 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. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant 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. Consultant shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the Scope of Services in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000) annually. 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 Consultant wishes to receive payment, Consultant 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 Consultant 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 Consultant'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 Consultant is an essential condition of this Agreement.

3.2 Schedule of Performance. Consultant shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Consultant, 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 Consultant (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 Consultant, 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 Consultant 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 a period of two (2) years, ending on June 21, 2023, unless extended by mutual written agreement of the Parties, for a maximum of two (2) – 2-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

4.1 Consultant's Representative. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Howard Wen, Senior Project Manager. 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 Consultant and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Consultant 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 Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Consultant 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 Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant 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. Consultant shall not

contract with any other entity to perform the Project Services without prior written consent of City. If Consultant is permitted by City to subcontract any part of this Agreement, Consultant 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 Consultant. 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 Consultant, 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 Consultant or any surety of Consultant 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 Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, 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 Consultant's officers, employees, or agents or in fixing their number, compensation, or hours of service. Consultant 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 Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

4.4.2 Consultant 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 Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Project Services. City shall not be liable for compensation or indemnification to Consultant, 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 Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant 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 Consultant or any officer, employee, representative, agent, subconsultant or subcontractor 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, Consultant 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 Consultant 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, Consultant 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. Consultant 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. Consultant 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 Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant 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, Consultant 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. Consultant 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. Consultant 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.

5.2.3 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 subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant 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, Consultant shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Consultant provides written verification to the City that Consultant 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 Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant 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 Consultant 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 Consultant, 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 Consultant 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. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant 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 Consultant’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, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Consultant 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, Consultant 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 Consultant may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant 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 subcontractors 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 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. Consultant 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 Consultant and its subconsultants and subcontractors, 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 Consultant 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 Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Consultant 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 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. Consultant 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 Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant'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 Consultant, 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 Consultant 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 Consultant.

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

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

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

9.2 Covenant Against Discrimination. Consultant 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. Consultant 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 Confidentiality. Information obtained by Consultant in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Consultant for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally 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 – Fuscoe Engineering, 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 Consultant:

Ian Adam
Principal-in-Charge
16795 Von Karman Suite 100
Irvine CA 92606
iadam@fuscoe.com

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

10.5 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.

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

10.7 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.

10.8 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.

10.9 Prevailing Wages. Consultant 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”). Consultant 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, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant 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.

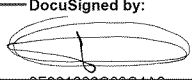
10.0 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by 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.

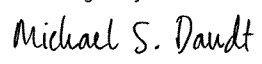
“City”

City of Los Alamitos

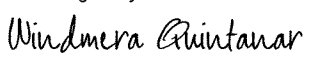
DocuSigned by:
By:  3/7/2023
Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

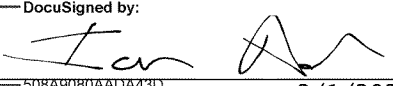
DocuSigned by:
By:  3/7/2023
Michael S. Daudt
City Attorney

ATTEST:

DocuSigned by:
By:  3/7/2023
Windmera Quintanar, MMC
City Clerk

“Consultant”

Fusco Engineering, Inc.

DocuSigned by:
By:  3/1/2023
Ian Adam
Principal-in-Charge
iadam@fuscoe.com

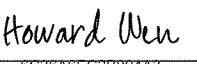
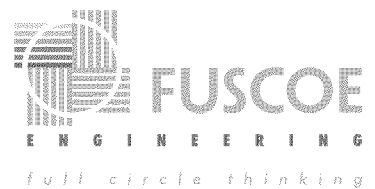
DocuSigned by:
By:  3/1/2023
Howard Wen
Senior Project Manager
hw@fuscoe.com

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF SERVICES

DATED: May 4, 2021



PROPOSAL TO PROVIDE
CONSULTING SERVICES FOR ANNUAL
PEA REPORT PREPARATION

FOR CITY OF LOS ALAMITOS



FUSCOE ENGINEERING, INC.
Key Contact: Stephanie Castle Zinn, MSCE, MURP
16795 Von Karman, Suite 100, Irvine, CA 92606
949.474.1960 tel / scastlezinn@fuscoe.com
www.fuscoe.com



May 4, 2021

CITY OF LOS ALAMITOS

Ron Noda, Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

RE: CONSULTING SERVICES FOR THE ANNUAL PREPARATION OF THE CITY'S PEA REPORT

Dear Ron,

The Fuscoe Engineering, Inc. (FEI) team is excited for the opportunity to provide City of Los Alamitos with Annual PEA Report Preparation Consulting Services. FEI brings a solid, reliable and innovative team of professionals with a reputation for high-caliber stormwater/water quality solutions and engineering design. Fuscoe has the Experience, Technical Expertise, and Reliability to fully meet the City's Annual PEA Report Preparation needs.

1. Experience, History, Philosophy & Capabilities

Fuscoe Engineering has provided Civil Engineering and Survey/Mapping Services for local, State and Federal Agencies since 1992. Also, recognizing the need for municipal stormwater management, for the past 20 years, Fuscoe has assisted Cities, Agencies and Schools with their PEA Reports and NPDES/SWPPP Stormwater Programs, acting as a trusted advisor by providing effective stormwater management strategies.

Our Civil, Survey/Mapping and Stormwater Management teams have long worked collaboratively and synergistically to ensure all clients benefit from Fuscoe's *full circle thinking*[®] project approach. Each of our Key Team Leaders, listed below, oversees a team of personnel dedicated to providing their respective services:

KEY TEAM LEADERS	YEARS OF EXPERIENCE
Ian Adam, Principal-In-Charge	20
Howard Wen, Senior Project Manager, SWPPP/NPDES Programs Leader	17
Stephanie Castle Zinn, Project Manager, Water Resources Leader - KEY CONTACT	12

Our Stormwater Management team fully understands the State, County and Regional Water Quality Control Boards' permit requirements, interpretations and expectations. We have recent and relevant experience interacting with the Regional Boards through audits, negotiations and permit feedback. We have provided services for Agencies of all sizes and know there is no one-size fits all approach. We work with staff at all levels to understand their needs, in order to provide the optimal strategies to achieve compliance. Our team members are highly skilled, with years of PEA Report and SWPPP/NPDES consulting experience.

full circle thinking[®]

2. Technical Expertise

Fusco Engineering is technology-forward and has unique tools and resources which are more efficient for meeting permit objectives. We have the technical background and expertise to ensure that the City of Los Alamitos' Annual PEA Reports are in compliance with MS4 Stormwater Permit requirements. Understanding the importance of data management in Stormwater Programs, Fuscoe has spent the past several years developing heavily customized inspection software to improve upon the inventory, scheduling, inspection and annual reporting processes. Additionally, Fuscoe has provided GIS support to several Agencies for utility networks, catch basin inventories, commercial/industrial facilities and trash TMDL assessments (hot spot analysis by land use). We have developed such data management processes for the City of Los Alamitos in the past.

3. Reliability

Fusco Engineering offers an experienced team you can trust. We are reliable and have a demonstrated track record of performance. As well-respected civil engineers and scientists in the stormwater management field, we have built strong relationships with Regional Water Quality Control Board staff. Our firm has represented Agency staff during stormwater program audits, served as advisors during regulatory permit negotiations, and provided technical assistance during comment periods for NPDES permit renewals. This experience is indispensable for future Permit activities with Regional Board staff.

We are excited and prepared to provide our Annual PEA Report Consulting Services for the City of Los Alamitos.

Sincerely,

FUSCOE ENGINEERING, INC.



Ian Adam, MESM, CPSWQ, QSD
Principal-in-Charge



Howard Wen, MPH, CPSWQ, QSD/P
Senior Project Manager



Table of Contents

A LETTER OF TRANSMITTAL

B. COMPANY DATA 1

C. PROPOSAL

 A. Introduction & Understanding of the Scope of Services..... 4

 B. Approach to Delivering the Scope of Services..... 4

 C. Brief Company Profile & Years in Business..... 6

 D. Location of Office for Contract Implementation 6

 E. Professional Qualifications of Personnel 7

 F. Per City, Refer to Section D1 (five client references) See D1

 G. Cost Proposal & Hourly Rates..... 12

 H. Other Information: Firm Philosophy 13

 I. Insurance Coverage Statement..... 13

D. REFERENCES & QUALIFICATION REQUIREMENTS

 1. Client References (Five)..... 15

 2. General Business Statement 22

 3. Financial Statement..... 23

 4. Credit References (Five)..... 25

 5. Work History - Contracts..... 25



B - Company Data

B - COMPANY DATA**B - FUSCOE ENGINEERING FIRM DATA****1. Official firm name and address**

- ▶ FUSCOE ENGINEERING, INC. / 16795 Von Karman, Suite 100, Irvine CA 92606

2. Name, address, telephone number and email address of the Proposer's point of contact

- ▶ Stephanie Castle Zinn, MSCE, MURP
- ▶ 16795 Von Karman, Suite 100, Irvine CA 92606
- ▶ 949.474.1960
- ▶ scastlezinn@fuscoe.com

3. Indicate type of entity (corporation, company, joint venture, etc.).

- ▶ Fuscoe Engineering, Inc. is a California Corporation and ESOP (Employee Stock Ownership Plan) Firm.

4. Federal Employer I.D. Number

- ▶ 330531135

5. The address, telephone numbers, and fax numbers of each of your firm's locations

- ▶ 16795 Von Karman, Suite 100, Irvine CA 92606 / 949.474.1960 / 949.474.5315
- ▶ 6390 Greenwich Drive, Suite 170, San Diego CA 92122 / 858.554.1500 / 858.597.0335
- ▶ 2850 Inland Empire Blvd., Suite B, Ontario, CA 91764 / 909.581.0676 / 909.581.0696
- ▶ 800 Wilshire Blvd., Suite 1470, Los Angeles CA 90017 / 213.988.8802 / 213.988.8803

6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual

- ▶ Fuscoe Engineering, Inc. is not owned by another business organization or individual.

7. Number of years Proposer has been in business under the present business name

- ▶ Fuscoe Engineering, Inc. was established September 9, 1992 - 28 years in business.

8. All comparable contracts currently in effect

- ▶ City of Brea NPDES Consulting Services
- ▶ City of Tustin NPDES Consulting Services
- ▶ City of Anaheim NPDES Consulting Services
- ▶ Del Mar Fairgrounds NPDES Consulting Services
- ▶ Orange County Fairgrounds NPDES Consulting Services

B - COMPANY DATA

9. Please describe areas of specialization provided by the Proposer

- ▶ Civil Engineering
- ▶ Survey & Mapping
- ▶ Stormwater Management
 - City MS4 Program Consulting Services
 - Development of Watershed Improvement Plans
 - Assistance with Regional Board Audits and Enforcement
 - Stormwater Compliance Inspections
 - EIR Technical Analysis and Support
 - Low Impact Development Design
 - SWPPP Development and Compliance
- ▶ Geospatial Technology

10. Any failures or refusals to complete a contract and explanation

- ▶ Fuscoe Engineering, Inc. has no failures or refusals to complete a contract.

11. Financial interests in other lines of business

- ▶ Fuscoe Engineering, Inc. has no financial interests in other lines of business.

12. Known conflicts of interest

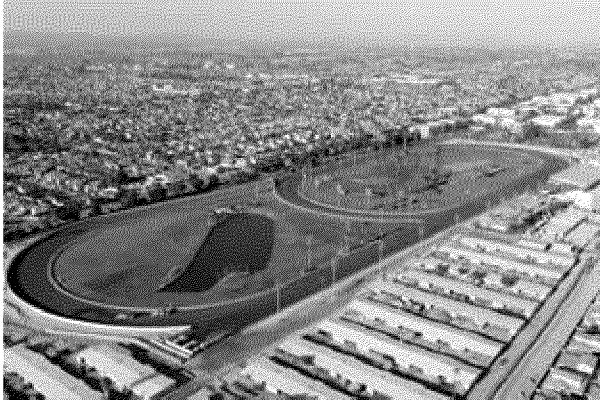
- ▶ Fuscoe Engineering, Inc. has no known conflicts of interest.



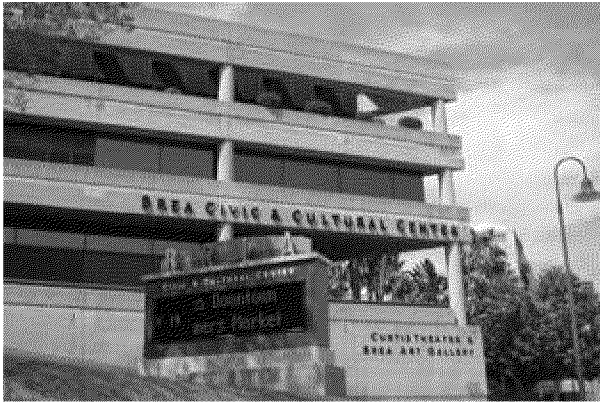
C - Proposal

- A - Letter of Introduction with Understanding of Scope
- B - Approach to Delivering the Scope of Services
- C - Brief Company Profile with Years in Business
- D - Location of Principal Office Responsible
- E - Description of Professional Qualifications of Personnel
- F - Per the City of Los Alamitos, Refer to Section D1
- G - Cost Proposal with Hourly Rates
- H - Other Information / Customer Service Philosophy
- I - Insurance Coverage Statement
- J - Quality Control & Assurance

A - INTRODUCTION & SCOPE UNDERSTANDING



Los Alamitos Race Course



City of Brea Civic & Cultural Center



Del Mar Fairgrounds Infield Water Quality Project

Introduction & Understanding of Scope of Services

Fusco Engineering, Inc. is a full-service civil engineering firm that employs an *ecoactive*® approach to our work. Our firm strives to create places and spaces that connect to the environment and the watersheds where they reside. In addition, FEI has specialized in stormwater management since 1996. In addition to evolving land development practices to address sustainability, low impact development, water conservation and water resources, FEI recognized that municipalities needed assistance in navigating NPDES policies and regulations for stormwater.

We have provided our expertise to help develop and implement Cities' Stormwater Programs, assisted in audits by the Regional Board, trained staff and performed stormwater compliance inspections, developed technical guidance documents for various City departments, prepared Annual Reports and performed Program Effectiveness Assessments. The Program Effectiveness Assessment services, in particular, has been an integral component of our consulting services to Cities for over 17 years. In fact, FEI has assisted the City of Los Alamitos with this for the past seven years.

Approach to Delivering the Scope of Services

Our Stormwater Team is comprised of professionals with a diverse background in environmental science and water resources, civil engineering, and technology. With these wide-ranging skill sets, FEI takes a holistic approach to solving problems, which we've termed *full ardeithinking*®. Our approach is grounded in science and we leverage the technologies at our disposal, such as GIS, machine learning (artificial intelligence), and development of web-based applications, to help our clients. For the City of Los Alamitos, this would be no different. This approach is the reason why we've developed a good reputation with the Regional Board and why our assistance to the Cities in audits and annual reports have been successful and well-received.

Over the past 7 years in preparing the PEA for the City of Los Alamitos, we feel that we have developed a strong relationship with City staff and a process that has proven to be efficient and collaborative. Soon after the fiscal year is concluded, FEI staff meets with City staff to outline the

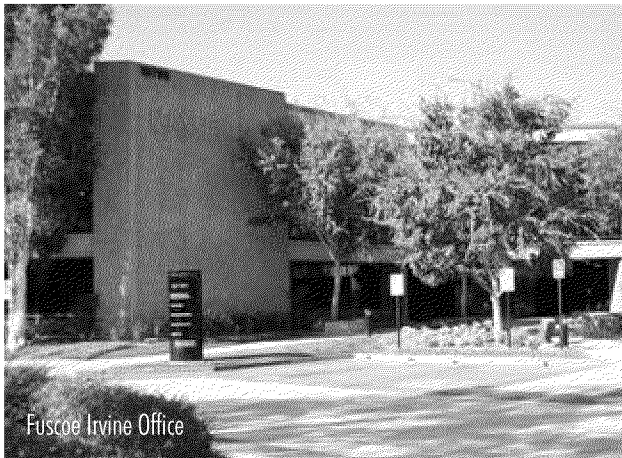
B - APPROACH TO DELIVERING SCOPE



Orange County Fairgrounds by night

schedule and milestones for preparing the PEA. FEI then works with each staff member on their specific data requests to ensure the information is accurate and complete. The data is then analyzed by FEI with all previous years to determine geospatial and temporal trends. Visual representation of data is an effective tool for evaluating stormwater programs. These trends are then discussed with City staff to determine whether stormwater program elements need adjustment to iteratively improve the program. Recommendations are provided by FEI for City consideration prior to the finalization of the PEA.

C - COMPANY PROFILE & D - OFFICE LOCATION



Fuscoe Irvine Office

FUSCOE ENGINEERING PROFILE

Fuscoe Engineering, Inc. is an award-winning firm specializing in civil engineering, survey & mapping, stormwater management, sustainable site design and geospatial technology services. Our team has delivered creative, practical and successful designs for agencies and clients in many cities across Southern California. Our project bandwidth spans public stormwater improvement projects, streets, parks, flood control and utilities, as well as commercial, retail, mixed-use, residential and industrial developments.

FUSCOE FACTS

A California Corporation | An Employee Owned Company
 Founded in 1992
 170 Employees | 57 Licensed Professionals
www.fuscoe.com

FUSCOE KEY CONTACT & OFFICE LOCATION

Stephanie Castle Zinn, MSCE, MURP, Project Manager, Water Resources
 16795 Von Karman Ave., Suite 100, Irvine, CA 92606
 949.474.1960 tel | 949.474.5315 fax
scastlezinn@fuscoe.com

LOCATIONS

Irvine | Los Angeles | San Diego | Ontario

Our firm approaches every assignment with full circle thinking® — our way of bringing alert, inventive and complete thoughtfulness to projects. We consider the entire life-cycle of our work so the outcome is sustainable, environmentally as well as economically. Fuscoe offers these premier services:

CIVIL ENGINEERING

- Entitlements & Feasibility
- Grading & Drainage, Sewer & Water Infrastructure
- Flood Control & Urban Hydrology
- Roadways, Parking & Trails
- Municipal Infrastructure

SURVEY & MAPPING

- Boundary & Topographic Surveys
- Construction Layout
- ALTA Surveys
- Subdivision Maps

STORMWATER MANAGEMENT

- Water Quality Assurance
- Continuous Simulation Modeling & Hydromod Evaluation
- Riverine Stability/Urban Creek Restoration
- MS4 Compliance & Municipal Consulting Services
- LID BMP Integration and Runoff Reduction
- EIR Technical Studies, Grant Evaluations & Funding Acquisition
- SWPPP Development and Compliance

SUSTAINABLE SITE DESIGN

- Eco-adaptive® Design
- LEED Project Planning & Design, Sustainable Best Practices
- Renewable Energy Support
- "Green Streets" Design & Integration

GIS & TECHNOLOGY

- GIS Analysis & Databases
- Web Solutions
- 3D Visualization & Virtual Reality
- UAV Drone Optical Capture
- BIM & IPD

E - PERSONNEL QUALIFICATIONS

E - PROFESSIONAL QUALIFICATIONS OF PERSONNEL

Fusco Engineering has assembled a highly experienced, reliable and innovative team of professionals with extensive and relevant project expertise to partner with the City of Los Alamitos for the preparation of its Annual PEA Report. **Howard Wen, MPH, CPSWQ, QSD/P** will be the Senior Project Manager and **Stephanie Castle Zinn, Project Manager Water Resources, will serve as the Key Contact**. Below is a recap of the Team Leaders' qualifications and role, with a bulleted list of relevant projects. For additional details regarding key team members, please see resumes.

NAME / ROLE / CERTIFICATIONS

BACKGROUND AND EXPERIENCE



Howard Wen,
MPH, CPSWQ, QSD/P
Senior Project Manager
MPH, Master of Public Health in
Environmental Health Sciences,
UC Los Angeles
CPSWQ, Certified Professional in
Stormwater Quality
QSD/P, Qualified SWPPP Developer/
Practitioner

Howard has 16 years of experience in developing, implementing and innovating stormwater programs. He serves as the head of Fuscoe's SWPPP Monitoring Team that inspects construction sites for NPDES compliance for storm and non-storm water discharges. Howard's services help mitigate downstream impacts to creeks, rivers, or public drainage facilities, and he provides on-site resolution for Regional Board inspections. His expertise also includes NPDES stormwater and Phase II MS4 consultation, including stormwater program administration, technical support for RWQCB audits, WQMP/LID plan checking and MS4 inspection services.

Howard's relevant projects include:

- SEED LA Charter Boarding School SWPPP Programs, Los Angeles
- Diamond Bar Development SWPPP Programs, Diamond Bar
- Cielo Vista SWPPP Programs, Yorba Linda
- Rose Hills Master Plan SWPPP Programs, Whittier
- Orange County Fairgrounds Phase II MS4 Permit Support, Costa Mesa
- NPDES Programs, Cities of Anaheim, Tustin, Brea & Yorba Linda
- OC Fairgrounds Master Drainage Plan & TMDL Compliance
- Rancho Mission Viejo Riding Park, San Juan Capistrano



Stephanie Castle Zinn,
MSCE, MURP
KEY CONTACT
Project Manager, Water Resources
MS, Civil Engineering and
MS, Urban & Regional Planning
UC Irvine

Stephanie will serve as the City's Key Contact and Project Manager, Water Resources, responsible for technical feasibility studies, water reuse evaluations, consensus building and agency collaboration. Stephanie's work involves NPDES MS4 Permit requirements, EIR Technical Reports, infrastructure analysis, water quality plan checks, staff training, audit support (RWQCB oversight), GIS management, regional BMP planning and evaluation, credit trading program and BMP inspections.

Stephanie's relevant projects include:

- City of Anaheim Stormwater Support Services
- Del Mar Fairgrounds Stormwater Improvement Projects
- City of Long Beach, SEASP (South East Area Specific Plan)
- City of Westminster General Plan Update
- City of Lake Forest Clean Water Act Lawsuit Technical Support
- City of Los Alamitos PEA Services



EDUCATION

- ▶ MPH, Master of Public Health in Environmental Health Sciences, University of California, Los Angeles, School of Public Health, 2001
- ▶ BS, Microbiology and Molecular Genetics, University of California, Los Angeles, 1998, Specialization in Business and Administration

REGISTRATIONS/CERTIFICATIONS

- ▶ Certified Professional in Stormwater Quality (CPSWQ)
- ▶ Qualified SWPPP Developer/Practitioner (QSD/P)

FEI TEAM MEMBER SINCE 2002

HOWARD WEN, MPH, CPSWQ, QSD/P

ROLE: Senior Project Manager

Howard has 16 years of experience in developing, implementing and innovating stormwater programs. He has offered his expertise in NPDES stormwater policies and regulations as a consultant to the Cities of Yorba Linda, Brea, Los Alamitos, Tustin and Anaheim, as well as Phase II MS4 permittees, such as Del Mar Fairgrounds and OC Fair & Event Center. Roles with these permittees include stormwater program administration, technical support for RWQCB audits, WQMP/LID plan checking and MS4 inspection services, among others. Howard and his team have completed hundreds of MS4 inspections for construction sites, commercial and industrial facilities as well as LID and BMP operations and maintenance inspections for Cities. He has led the development of database and GIS management tools to record and track MS4 compliance inspections for Cities; electronic inspection forms for use with hand-held devices; and analytical tools to assess program effectiveness in improving stormwater quality. As a QSD, Howard also serves as the head of the Stormwater Pollution Prevention Plan (SWPPP) Monitoring Team that inspects construction sites for NPDES compliance for storm and non-storm water discharges. The team's services help mitigate and abate downstream impacts to creeks, rivers, or public drainage facilities, specifically in terms of erosion and water quality. The team also provides on-site resolution for Regional Board inspections and notices of violations for private developers and public agencies.

Howard has prepared Municipal Stormwater Program Annual Reports for over 15 years and has developed processes to analyze spatial and temporal data collected by Cities to evaluate trends in program compliance and water quality improvement. Cities can, therefore, feel confident that the iterative improvements made to their Stormwater Programs are grounded by the results of their inspection, monitoring, maintenance and enforcement activities. Howard has assisted the Cities of Tustin, Brea, Los Alamitos and Lake Forest in evaluating Trash Amendment TMDL Track 1 impacts through GIS, to identify where full trash capture systems would need to be installed. This has allowed these Cities to financially plan for compliance with this Statewide TMDL.



EDUCATION

- ▶ MS, Civil Engineering, University of California, Irvine
UC Center for Hydrologic Modeling Graduate Fellow
- ▶ MS, Urban and Regional Planning, University of California, Irvine
Concentration: Water Resource Research, Policy & Management
UC Center for Hydrologic Modeling Graduate Fellow
- ▶ BS, Earth System Science, University of California, Irvine
Concentration: Sustainability, Remote Sensing & Terrestrial Hydrology

PUBLICATIONS

- ▶ *Groundwater Depletion During Drought Threatens Future Water Security of the Colorado River Basin* (Geophysical Research Letters, 2014)
- ▶ *Remote Detection of Water Management Impacts on Evapotranspiration in the Colorado River Basin* (Geophysical Research Letters, 2016)

PRESENTATIONS/OTHER

- ▶ *Quantifying Water Storage Changes in the Colorado River Basin Using Satellite Observations, Modeled Results and In Situ Data* (Thesis)
- ▶ *California Water Resources During Drought*, for Sen. Boxer's Flight with President Obama to the Central Valley (PowerPoint)
- ▶ *Quantifying Changes in Accessible Water in the Colorado River Basin* at American Geophysical Union in San Francisco (Oral Presentation)
- ▶ *Last Call at the Oasis* documentary film (Computer Graphics)

AWARDS

- ▶ 2013 Don Owen Water Science & Policy Fellowship Recipient
- ▶ 2012 OC Association of Environmental Professionals Scholarship

AFFILIATIONS

- ▶ Urban Land Institute

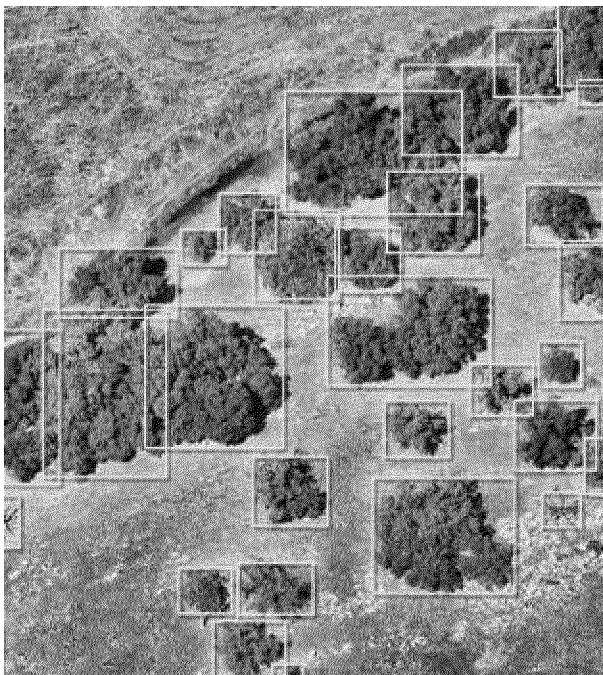
FEI TEAM MEMBER SINCE 2014

STEPHANIE CASTLE ZINN, MSCE, MURP

ROLE: Water Resources Project Manager & KEY CONTACT

Stephanie's stated career objective is to be an expert contributor to resolving the challenges confronting California's water resource management. Stephanie brings impeccable scientific and professional qualifications to her work at Fuscoe, including her work as a Data Specialist at the UC Center for Hydrologic Modeling at UC Irvine, where she studied the impacts of drought on surface and groundwater resources in the Western U.S. In addition to her academic credentials, she has published scientific articles; participated in presentations for politicians in DC and Sacramento, the Pentagon, and the American Geophysical Union; has been a guest lecturer at the International Space University in Austria; participated in World Water Week discussions in Sweden; and conducted various forums and workshops in New York and California for teachers, water researchers and political stakeholders.

As a Fuscoe Project Manager with a focus on water resources, Stephanie ably applies her research, skills and knowledge to real-world projects. Stephanie's role at Fuscoe Engineering entails advancing Fuscoe's water resources sector by designing sustainable, multi-benefit low impact development project solutions that improve local and regional water quality and increase water supplies. She provides feasibility analyses for the implementation of water conservation features, including rain water harvesting and grey water reuse, for all projects. Stephanie also manages the preparation of EIR technical reports, including infrastructure analysis and water supply assessments for CEQA compliance. Stephanie is equally passionate about applying leading edge technology to Fuscoe projects by utilizing the firm's FAA registered UAV Drones as well as its Artificial Intelligence and machine learning capabilities, to help promote smart cities for her municipal clients. Stephanie's enthusiasm for her work and genuine concern for California's water resources are qualities that greatly contribute to the success and effectiveness of Fuscoe's well-respected stormwater management team.



EDUCATION

- ▶ BS, Computer Science
University of California, Irvine

REGISTRATIONS/CERTIFICATIONS

- ▶ Drone Pilot License #4395223
- ▶ Python
- ▶ JavaScript
- ▶ C/C++/C#

TAYLOR HANSON

TITLE Data Science Technician | OFFICE Irvine, CA

Taylor earned his Bachelor of Science degree at University of California Irvine and serves as a Data Science Technician on the Geospatial Technology Team. Taylor brings a unique cross section of skills in Artificial Intelligence, GIS software and web programming to Fuscoe Engineering. He specializes in the computer vision field of artificial intelligence, using object detection, segmentation and classification. Taylor is a valuable resource to Fuscoe and provides software solutions to complex problems, saving time and money.

Taylor's significant projects include Loma Segment Widening Project 241 Toll Road for the Transportation Corridor Agency, 15/91 Corona Interchange UAV Construction Monitoring for Myers-Rados for Caltrans, Anaheim Stormwater Program, AI Street Trash detection for City of Anaheim, and AI Pavement Inventory for Various Cities as well as for Bucknam Infrastructure Group for City of Orange. His project assignments have also included 3D Laser Scanning for Barrington Plaza in Los Angeles for Barrington Pacific, LLC, Hoag Hospital AI Parking Study for LPA, Inc. for Hoag Hospital Irvine, Seaworld 2020 Rollercoaster Drone Construction Monitoring for Level 10 Construction for Seaworld San Diego, 23,000-acre UAV Tree Mapping Analysis in Escondido for Rancho Guejito Corporation, and Construction Monitoring of The Groves Master Plan in Whittier for Brookfield Residential, among many others.

FEI TEAM MEMBER SINCE 2018



EDUCATION

- ▶ BS, Environmental Engineering
University of California, Irvine

REGISTRATIONS/CERTIFICATIONS

- ▶ EIT (Engineer-in-Training)



SERENA AUSILI, EIT

TITLE Associate Stormwater Engineer | OFFICE Irvine, CA

Serena's enthusiasm and drive to achieve is evident in the quality of her work. She is a dedicated Fuscoe Stormwater Management team member, known for her meticulous attention to detail and responsiveness to client needs. Serena's work focus includes Environmental Compliance Plans, SWPPPs and WQMPs, and she is highly proficient in AutoCAD, MATLAB and SketchUp.

In the past year at Fuscoe Engineering, Serena has applied her skills to over 60 assignments for projects throughout Southern California. She has provided a variety of services, including Environmental Compliance Plans for dozens of Costco Wholesale sites, Stormwater Program Implementation for Del Mar Fairgrounds, Stormwater Program Support Services for City of Anaheim Public Works Department, WQMPs and SWPPPs for Sunrise of Oceanside, Legacy Square Affordable Housing in Santa Ana and Cielo Vista single-family homes in Yorba Linda, NPDES Services for City of Brea, Water Quality Assessments for Ontario Great Park, and a Master WQMP Update and SWPPP Amendment for the Samueli Academy gymnasium and soccerfield in Santa Ana.

FEI TEAM MEMBER SINCE 2020

G - COST PROPOSAL & HOURLY RATES

G - COST PROPOSAL

Scope: Prepare the City of Los Alamitos Annual Report and Program Effectiveness Assessment for the City's stormwater program. To ensure for an efficient process and robust deliverable, FEI will work closely with City staff and consultants to maintain all necessary documentation, databases, exhibits, and other materials to complete all required Section 1-12 elements. The coordination process will include a kickoff meeting with a schedule, ongoing communication with City staff and their consultants, enhanced forms for City staff/consultants to fill out to expedite the process, and 1-2 periodic milestone check-in meetings to ensure all information has been shared and is accurate. FEI will perform data analysis and the effectiveness assessment and share any remarkable stormwater data trends with the City. FEI will also suggest any identified improvements for the subsequent year with the City for discussion and potential incorporation into the final Annual Report documentation. FEI will complete the Unified Report Tables, Annual Report documents and create GIS exhibits for ultimate submittal to the County of Orange and Santa Ana Regional Water Quality Control Board.

Fee: \$15,000

G -HOURLY RATES

CLASSIFICATION	HOURLY RATE
Principal / Senior Project Manager	\$230
Project Manager	\$198
Senior Designer / Project Engineer / Senior Water Resource Engineer	\$178
Designer / Engineer / Project Scientist / GIS Analyst	\$159
CADD / Engineering / Environmental Technician / Graphics Technician	\$129
Information Coordinator	\$ 90
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.

2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.

3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

Effective through June 30, 2021

H - SPECIAL SERVICES & PHILOSOPHY and I - INSURANCE STATEMENT

H - Other Information for consideration: Fuscoe's *full arde thinking*® Philosophy

Fuscoe Engineering, Inc. is an award-winning civil engineering firm specializing in land development and municipal projects. Since 1992, we've delivered creative, practical and successful designs for best-in-class clientele throughout California, and internationally.

Our firm approaches every assignment with *full arde thinking*® — our way of bringing alert, inventive and complete thoughtfulness to engineering. We consider the entire life-cycle of our work so the outcome is sustainable both environmentally, as well as economically. We also strive to integrate our results with the entire consulting team looking out for benefits to each discipline so the results exceed the sum of its parts. We believe that creativity is discovering new ways to connect what you've experienced to what you already know — adding value and cutting time or costs along the way. To this end we collect, organize and leverage valuable know-how from every employee and every project for our clients.

Our project bandwidth spans commercial, retail, mixed-use, residential, higher education and industrial developments, as well as public streets, parks, flood control and utilities. Our firm has a high talent density with nearly half being registered or certified professionals including LEED® accreditation.

Guided by *full arde thinking*®, we are able to attract, keep and grow outstanding people while maintaining longstanding relationships with our clients and community. Our reputation is excellent and is the earned perception of how well we execute our work. It's our character that reflects who we really are — capable professionals who care about our team, our clients and our community.

I - Insurance Coverage Statement

Fuscoe Engineering, Inc. confirms that if selected, the firm will have and maintain, at minimum, insurance as specified in the Consultant Services Agreement included in Section F of this RFP. Fuscoe Engineering, Inc. confirms that it can meet the City's insurance requirements and will provide proof of coverage at the time of contract execution.



D - References & Qualification Requirements

1 - Five Client References

2 - General Business Statemen

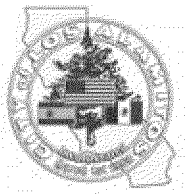
3 - Financial Statement

4 - Credit References

5 - Work History

1 - CLIENT REFERENCES

I - Fuscoe's Relevant Client References



TOM OLIVER

Associate Planner

CITY OF LOS ALAMITOS

3191 Katella Avenue, Los Alamitos CA 90720

562.431.3538 ext. 303 / toliver@cityoflosalamitos.org



BRIAN INGALLINERA

Environmental Services Coordinator

CITY OF BREA

1 Civic Center Circle, Brea, CA 92821

714.990.7760 / briani@ci.brea.ca.us



ALEX WAITE

Senior Management Analyst

CITY OF TUSTIN

300 Centennial Way, Tustin, CA 92780

714.573.3305 / awaite@tustinca.org



KEITH LINKER

Principal Civil Engineer

CITY OF ANAHEIM PUBLIC WORKS DEPARTMENT

200 S. Anaheim Blvd., Suite 276, Anaheim, CA 92805

714.765.4141 / klinker@anaheim.net



DUSTIN FULLER

Senior Environmental Planner

22nd DISTRICT AGRICULTURAL ASSOC. (Del Mar Fairgrounds)

2260 Jimmy Durante Blvd., Del Mar, CA 92014

858.792.4212 / dfuller@sdfair.com



JERRY ELDRIDGE

Director of Facilities

32nd DISTRICT AGRICULTURAL ASSOC. (Orange County Fairgrounds)

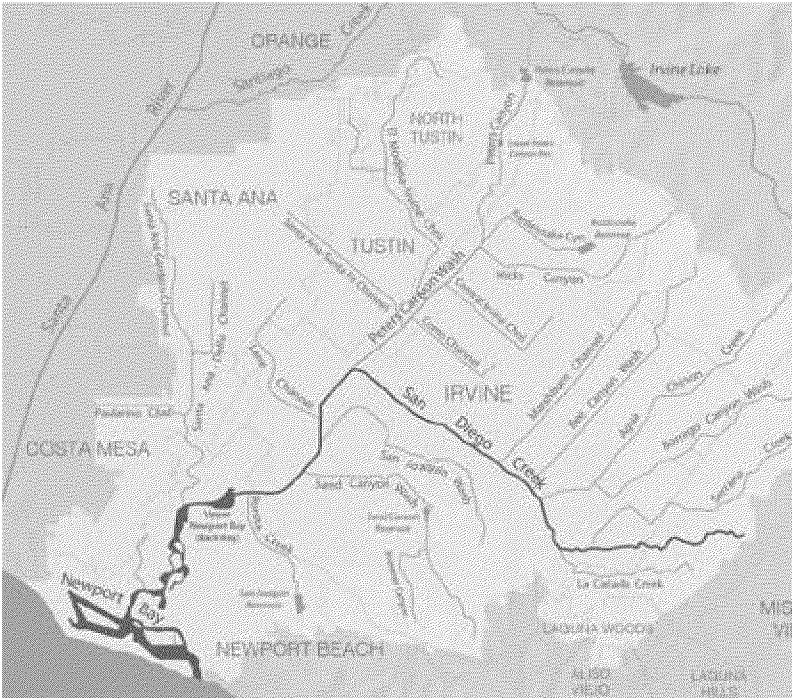
88 Fair Drive, Costa Mesa, CA 92626

714.474.5983 / jeldridge@ocfair.com

PLEASE SEE THE FOLLOWING PAGES FOR PROJECT DETAILS ...



view of tustin from skyline drive ▲



map of watershed that runs out to newport beach ▲ san diego water creek at aton pkwy ▼



CITY OF TUSTIN NPDES STORMWATER PROGRAM

LOCATION Tustin, CA | CLIENT City of Tustin

Located within the San Diego Creek Watershed, one of only two watersheds within Orange County with established TMDLs, the City of Tustin employed Fuscoe’s Stormwater Management Division to assist and advise with the City’s demanding Stormwater Program. Fuscoe primarily plays an administrative oversight role to the City, helping make management decisions on water quality issues the City faces on a daily basis, including coordinating efforts for county-wide watershed management plan initiatives and stakeholder participation in TMDL development and implementation, as well as contributing to the Nitrogen and Selenium Management Program for the Newport Bay Watershed.

The Fuscoe staff coordinate Stormwater NPDES Program activities to ensure program compliance, while the City’s proactive staff carries out the day-to-day activities. Key activities include facilitating the City’s Stormwater Program Annual Reporting to the Regional Water Quality Control Board, formalizing the City’s Water Quality Management Plan review and approval process, ensuring facility stormwater inspections are performed, coordinating public education and outreach efforts, and incorporating programmatic changes into the City’s Local Implementation Plan.

STATUS Ongoing

CONTACT Alex Waite | 714.573.3305

Property Address
1550 S Harbor Blvd Anaheim CA 92805 United States
Unique City ID: QTRG204-00727

Owner Information
United States

Location Address
United States

Land Use Type: Commercial
Phase
Project Planning (WQMP Plan Check)
Construction Phase
Operations & Maintenance

Map

Map

Map

Name
WQMP BMP Installation Verification

Assigned
Ian

Inspection Due Date
11/09/2016 04:33:10 PM

Save

LID & Hydromodification BMP(s)

Project Size
1.25 Acres

Project DCV (Design Capture Volume)
2400.00

Total BMP Treatment Capacity
2500.00

Hydromodification
N 100 W 100

LID BMP

BMP Type	DMA ID	Note	DMA Acres	DCV	Operations
INF-4: Bioinfiltration	B-1	Southeast Corner Infiltration BMP	0.75	1500.00	Full Review
INF-4: Bioinfiltration	B-2	Northwest corner infiltration BMP	0.25	500.00	Full Review
INF-4: Bioinfiltration	B-3	Eastern portion infiltration BMP	0.25	500.00	Full Review

BIO-1: Bioinfiltration with Underdrain

Add LID BMP

LID BMP Results

INF-4: Bioinfiltration
DMA ID: B-1
BMP Note: Southeast Corner Infiltration BMP
DMA Acres: 0.75
BMP Treatment Capacity: 1500.00

Current Results

Verification Outcome: BMP constructed in accordance with approved plans.
Comments: BMP respects curbside installed.

BMP Photo Gallery

fuace pop iday/bmp inspection online database

city of brea sign with snow capped mountains

CITY OF BREA NPDES STORMWATER PROGRAM

LOCATION Brea, CA | CLIENT City of Brea

With the burgeoning program requirements of the NPDES Stormwater Programs in the Santa Ana Region, the City of Brea developed an interest in acquiring program management services for their growing Stormwater Program. FEI was initially hired to alleviate the City of its pressing needs and to conduct a performance evaluation to determine the City's program strengths and weaknesses. FEI's role has since been expanded to become more of an extension of City staff, providing WQMP plan check services, inspection support, City Staff NPDES training and facilitating coordination between city departments.

In 2017, FEI also developed a web-based Stormwater Inspection Management System (SIMS) software tool for the City. The tool allows City staff to perform municipal/industrial/commercial/ construction and WQMP O&M inspections with the use of electronic devices and also serves as a database repository that produces Annual Reporting data. With the SIMS tool, the City can track the stormwater life-cycle of a property, from WQMP approval, construction inspections, LID BMP installation verification, and O&M inspections. Similar to its long standing role with the City of Yorba Linda (2002-present), FEI supports the City of Brea with its Annual Reporting requirements, industrial/ commercial/construction inspections, inventory and database management, public outreach programs, Water Quality Management Plan (WQMP) Operations and Maintenance verifications, program effectiveness assessment and representation at co-permittee committee meetings. In 2010 an additional task was added to assist and advise the City on the proposed Coyote Creek Watershed Action Plan and its associated TMDL implementation plan.

STATUS Ongoing

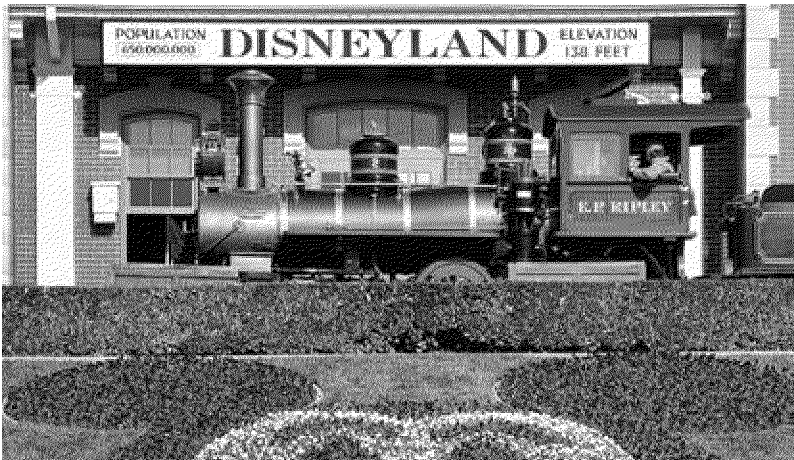
CONTACT Brian Ingallinera | 714.990.7672

City of Los Alamitos Annual PEA Report Consulting Services RFP page 17

Page 133 of 789



atic an intermodal transit center in anheim ▲



dsrj ad etrate ▲ angl sadumf anheim ▼



CITY OF ANAHEIM NPDES STORMWATER PROGRAMS

LOCATION Anaheim, CA | CLIENT City of Anaheim

Since 2013, Fuscoe Engineering has provided NPDES support services, including WQMP Plan Checking, for the City of Anaheim. FEI's ongoing tasks with the City include refining the City's WQMP Checklist to address specific City needs, coordinating infiltration BMP approvals with Orange County Water District, and providing technical assistance to the project applicant. FEI also assists with the tracking of the BMP credit exchange program for the Disneyland Resort, as well as advising the City's own regional BMP credit banking program for CIPs.

FEI has also worked with various City staff in performing an independent audit of the City's Stormwater Program to identify areas to improve efficiencies in inter-departmental coordination and staff core competencies. These efficiencies included developing forms, checklists and protocols to improve the City's LIP implementation. FEI also provides technical assistance with special stormwater studies. As a result, FEI led the efforts in refining drywell design guidelines, which has benefited not only the City, but all Orange County Permittees. FEI continues to provide its technical expertise to the City to solve unique and challenging issues with its Stormwater Programs.

STATUS Ongoing since 2013

CONTACT Keith Linker | 714.765.4141



view of del mar fair ▲

DEL MAR FAIRGROUNDS

► Phase 2 Small MS4 Stormwater Management Plan

LOCATION Del Mar, CA | CLIENT 22nd District Agricultural Association

Prior to 2011, Del Mar Fairgrounds operated under the Statewide General Industrial Stormwater Permit as a Confined Animal Feeding Operations (CAFO). But with the issuance of the Phase 2 Small MS4 stormwater regulations in 2003, it became clear that the Fairgrounds property was considered a Non-Traditional Phase 2 Small MS4 rather than an Industrial Facility. In 2008, Fuscoe, with the support of the 22nd DAA staff, approached the San Diego Regional Board to apply for Phase 2 Small MS4 Permit coverage for the entire Fairgrounds property with the limited CAFO areas of the Fairgrounds remaining under General Industrial Permit coverage. The Regional Board agreed and FEI subsequently developed a Stormwater Management Plan (SWMP) in 2011. To this day, FEI continues to serve as the Fairground's storm water consultant in implementing its SWMP. Highlights of the SWMP include:

- ✓ Preservation of non-CAFO area designations through technical negotiations with Regional Board staff
- ✓ Public outreach and education to vendors and concessionaires, including modification of contracts for protection of water quality
- ✓ Reduction in storm water diversions to the sewer system through backstretch and race track infrastructure improvements
- ✓ Participation in the San Dieguito River Watershed Management Area Water Quality Improvement Plan (WQIP) and on-site urban runoff monitoring
- ✓ A Bacteria Reduction Plan for future WQIP and TMDL compliance
- ✓ Permittee Operations BMPs to protect water quality of runoff going into the San Dieguito River

STATUS Ongoing

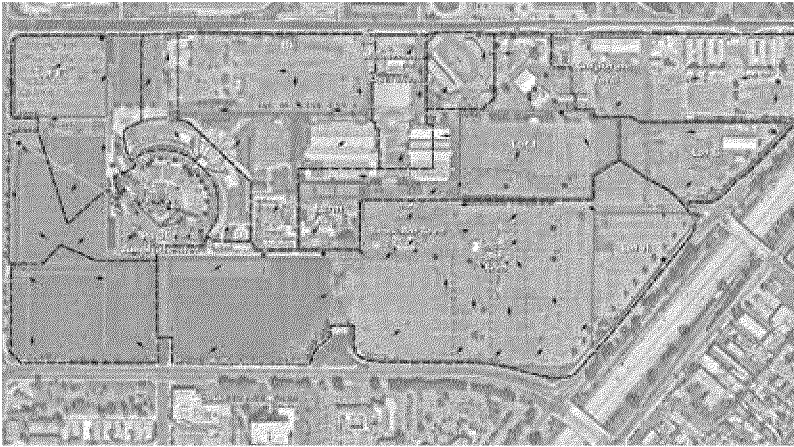
CONTACT Dustin Fuller | 858.792.4212

full circle thinking®

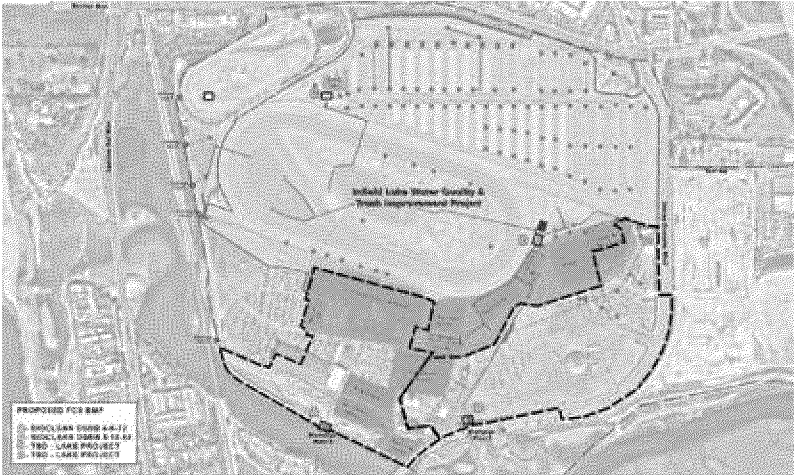
City of Los Alamitos Annual PEA Report Consulting Services RFP page 19



airial of del mar fairgrounds ▲



oc fair & event center trash provisions jurisdictional map ▲ del mar fairgrounds trash provisions jurisdictional map ▼



orange county fairgrounds and event center aerial ▼



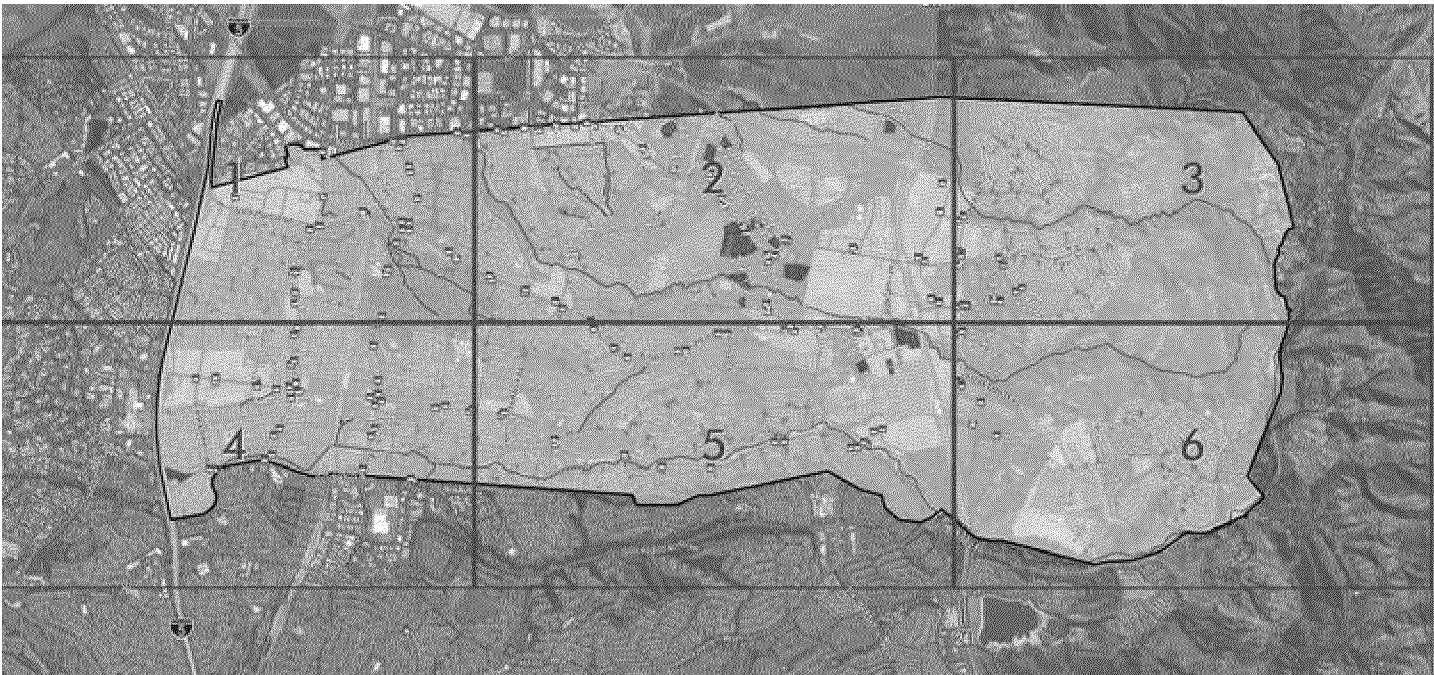
PHASE II MS4 TRASH PROVISIONS COMPLIANCE

LOCATION/CLIENT Del Mar Fairgrounds, CA - 22nd District Agricultural Association
OC Fair & Event Center, CA - 32nd District Agricultural Association

Since 2017, Fuscoe Engineering has provided Trash Provision Compliance services to the Del Mar Fairgrounds (DMF) and the Orange County Fair & Event Center (OCFEC). Upon receiving 13383 Orders from the State Water Resources Control Board, Del Mar Fairgrounds and OC Fair & Event Center looked to Fuscoe for guidance, as we have been assisting with their NPDES Stormwater Programs for years. Through the use of GIS and facility inventory data, FEI identified equivalent Priority Land Uses (PLUs) within each property and catch basins receiving drainage from these PLUs. Furthermore, a thorough review of existing and planned treatment control BMPs was performed to determine if any BMPs qualified as full or partial capture systems. For those catch basins remaining without full capture BMPs, Fuscoe provided specifications for FCS BMPs that best fit the drainage and catch basin inlet configuration. The resultant GIS Map for Trash Provision Compliance has been submitted to the State Board and both Permittees are currently installing BMPs to meet full implementation of the plan.

STATUS Ongoing

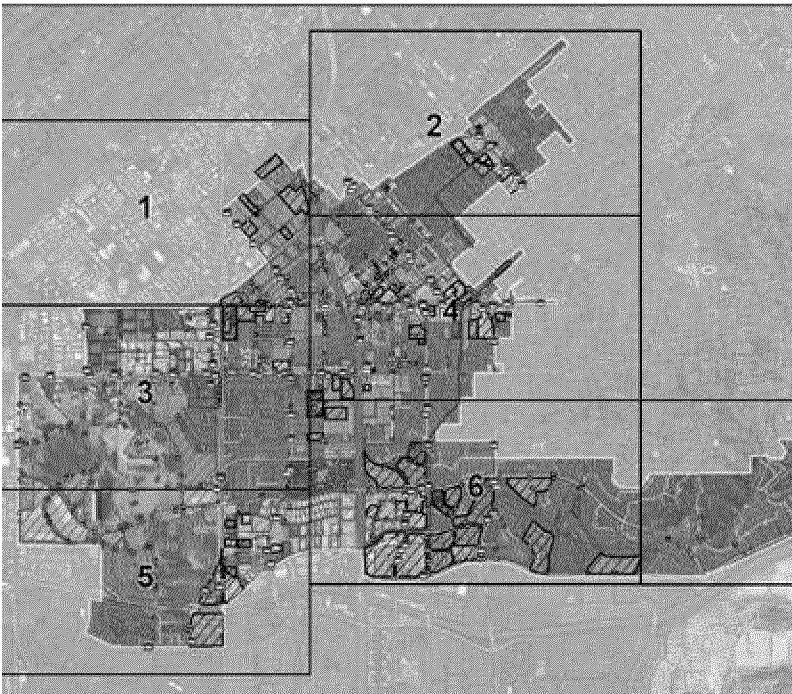
CONTACT Dustin Fuller, Del Mar Fairgrounds, 858.792.4272
Jerry Eldridge, OC Fair & Event Center, 714.474.5983



city of lake forest trash provisions exhibit ▲



city of brea trash assessment ▲ city of tustin trash assessment ▼



TRASH PROVISIONS TRACK 1 COMPLIANCE

LOCATION/CLIENT Cities of Tustin, Brea, Los Alamitos & Lake Forest, CA

Since 2016, Fuscoe has assisted the Cities of Tustin, Brea, Los Alamitos, and Lake Forest with the Statewide Trash Provisions. Through knowledge gained from FEI’s long-standing NPDES services within Orange County and its participation in the Trash Provisions Sub-Committee, it was determined early on that the Track 1 compliance pathway was best suited for these Cities. The following description outlines the general methodology for developing Track Compliance maps for each Permittee. Priority Land Uses (PLUs) were identified using GIS and refined through field investigations. Catch basins requiring full capture systems (FCS) were initially identified by proximity to PLUs and later verified using digital elevation model (DEM) data to delineate drainages to each catch basin. The City’s catch basin atlas, where available, was used to identify catch basins that are already fitted with FCS BMPs. As a result, a comprehensive Track 1 Compliance map was developed that will help each City meet 100% full capture implementation.

Currently, Fuscoe Engineering is developing Artificial Intelligence (AI) technology for conducting On Land Visual Trash Assessments (OVTAs) and has engaged the State Water Resources Control Board on its application. By leveraging innovation and technology, permittees will be able to perform OVTAs more efficiently and effectively, while reducing staff time conducting the surveys.

STATUS Ongoing

CONTACT Alex Waite, Tustin | 714.573.3305
Brian Ingallinera, Brea | 714.990.7672
Devin Slaven, Lake Forest | 949.631.0308
Steve Mendoza, Los Alamitos (now at Santa Ana) | 714.647.5360
Tom Oliver, Los Alamitos | 562.431.3538

2 - BUSINESS STATEMENT

2 - General Business Statement

Fusco Engineering, Inc. confirms that it exceeds the required minimum of two consecutive years of recent experience in the provision of the specified services at similar size facilities and areas with similar services levels as those required for this Contract - please refer to Section D1 Client References. Fusco Engineering, Inc. also confirms that the Project Manager and Key Contact, Stephanie Castle Zinn, MSCE, MURP also possesses this experience.

3 - FINANCIAL STATEMENT

Fuscoe Engineering, Inc. Balance Sheets

ASSETS

	December 31,	
	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	\$ 12,878,728	\$ 7,485,245
Accounts receivable, net	7,732,989	8,581,634
Contract assets	983,303	1,138,480
Prepaid expenses and other current assets	906,227	441,949
Income tax receivable	344,732	25,186
Total current assets	22,845,979	17,672,494
PROPERTY AND EQUIPMENT, net	595,100	901,475
CASH SURRENDER VALUE OF LIFE INSURANCE	838,146	769,850
DEPOSITS	89,507	92,263
Total assets	\$ 24,368,732	\$ 19,436,082

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	\$ 431,289	\$ 658,445
Accrued liabilities	2,915,648	2,891,650
Current portion of capital lease obligations	126,133	156,405
Current portion of the term loans	2,000,000	2,200,000
Current portion of Paycheck Protection Program loan	1,755,491	-
Contract liabilities	49,263	72,929
Warrant liabilities	620,326	-
State tax payable	55,588	-
Total current liabilities	7,953,738	5,979,429
DEFERRED INCOME TAX LIABILITY, net	1,594,856	1,531,843
CAPITAL LEASE OBLIGATIONS, net of current portion	71,248	197,049
TERM LOANS, net of current portion	3,666,667	3,300,000
ESOP SUBORDINATED SELLER NOTE, net of debt discount	-	1,844,070
PAYCHECK PROTECTION PROGRAM LOAN, net of current portion	1,755,491	-
STOCK APPRECIATION RIGHTS	1,626,457	683,193
WARRANT LIABILITIES	-	680,896
Total liabilities	16,668,457	14,216,480
STOCKHOLDERS' EQUITY		
Common stock, no par value, 2,000,000 shares authorized; 1,479,900 shares issued and outstanding	-	-
Additional paid-in capital	148,281	33,922
Unearned ESOP shares	(8,255,964)	(9,249,098)
Retained earnings	15,807,958	14,434,778
Total stockholders' equity	7,700,275	5,219,602
Total liabilities and stockholders' equity	\$ 24,368,732	\$ 19,436,082

3 - FINANCIAL STATEMENT

Fuscoe Engineering, Inc. Statements of Income

	Years Ended December 31,	
	2020	2019
REVENUES	\$ 32,726,458	\$ 34,715,975
COST OF REVENUES	12,312,730	13,596,447
Gross profit	20,413,728	21,119,528
OPERATING EXPENSES		
Salaries and wages	7,930,636	7,983,351
General and administrative	7,472,174	7,865,791
Depreciation and amortization	435,932	505,295
Total operating expenses	15,838,742	16,354,437
INCOME FROM OPERATIONS BEFORE ESOP COMPENSATION EXPENSE, CHANGE IN FAIR MARKET VALUE OF WARRANTS, AND STOCK APPRECIATION RIGHTS EXPENSE	4,574,986	4,765,091
ESOP COMPENSATION EXPENSE	1,107,493	945,838
CHANGE IN FAIR MARKET VALUE OF WARRANT LIABILITIES	264,430	197,943
STOCK APPRECIATION RIGHTS EXPENSE	943,264	475,001
INCOME FROM OPERATIONS	2,259,799	3,146,309
OTHER (INCOME) EXPENSE		
Interest expense	453,161	427,604
Other income, net	(138,512)	(99,058)
Total other expense, net	314,649	328,546
INCOME BEFORE INCOME TAX PROVISION	1,945,150	2,817,763
INCOME TAX PROVISION	571,970	151,128
NET INCOME	\$ 1,373,180	\$ 2,666,635

4 - CREDIT REFERENCES & 5 - WORK HISTORY

4 - Five Credit References

Below are five Fuscoe Engineering Credit References:

ALLEN INSTRUMENTS & SUPPLIES

Lori Dickens

2940 E. La Palma Avenue, Suite F

Anaheim CA 92806

480.994.1306

ONNI 600 WILSHIRE LIMITED PARTNERSHIP

Amanda Garlak

Commercial Property Manager

600 Wilshire Blvd., Suite 204

Los Angeles CA 90017

213.627.5626

BRE PROPERTIES

Catherine Zembik

5141 California, Suite 250

Irvine, CA 92617

949.954.5755

TOTAL SOURCE OFFICEWORKS

Accounts Receivable Department

625 W. Katella Avenue

Orange CA 92867

714.633.2420

QUICK DISPENSE, INC.

Accounts Receivable Department

2700 Kimball Avenue

Pomona CA 91767

909.625.3700

5 - Work History Statement

Fuscoe Engineering, Inc. confirms that it had no contracts which were canceled or not renewed within the last three years.

www.fusco.com

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 1 with Crosstown Electrical & Data Inc. for Traffic Signal Maintenance Services

SUMMARY

This item provides a basis for continuing services with Crosstown Electrical & Data Inc., to provide citywide traffic signal maintenance services for one additional year. The current Professional Services Agreement (PSA) will expire on June 21, 2023, but the parties can agree to utilize the first of three (3) allowable one-year extensions.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement (PSA) with Crosstown Electrical & Data Inc. for a one-year contract extension ending on June 21, 2024 in the amount of \$14,742 for routine inspections and an additional amount of \$30,000 for emergency services for a maximum contract amount totaling \$44,742 annually.

BACKGROUND

The City is responsible for the maintenance and operation of 21 signalized traffic intersections. This electrical infrastructure system must be maintained in a safe and efficient manner, in order to ensure the proper operation of the City's transportation system. On occasion, emergency repairs are needed therefore the scope of services includes the rendering of services for emergency repairs.

In April 2021, the City released Requests for Proposals (RFP) 2021-06, which solicited proposals for citywide traffic signal maintenance services. Following a comprehensive review of bids received, RFP 2021-06 was ultimately awarded to Crosstown Electrical & Data Inc. in June 2021.

DISCUSSION

Crosstown Electrical & Data Inc. is an integral component to maintaining a high level of service for residents, businesses, visitors, and other stakeholders. Of many things, the Crosstown team is efficient, timely when a call for service is initiated, and consistent with the quality of service provided. Crosstown Electrical & Data Inc. does monthly routine inspections of the City's traffic signals and is called out for emergency situations. The breakdown of costs is below:

CONTRACT ITEM DESCRIPTION	QTY.	UNIT TYPE	UNIT PRICE
Routine preventative maintenance of traffic signals and safety lighting system	1	Each	\$58.50
Service Truck	1	Hour	\$21.00
Bucket Truck	1	Hour	\$38.00
Traffic Signal Tech	1	Hour	\$110.00
Traffic Signal Tech - OT	1	Hour	\$157.00
Bench Tech	1	Hour	\$60.00
Response to USA Underground Alerts at the request of the City	1	Each	\$115.00

The original Agreement, executed in June 2021, will expire on June 21, 2023, unless extended by mutual agreement. Crosstown Electrical & Data, Inc. has agreed to provide continued services with no pricing adjustments. Since the commencement of services, staff has been satisfied with the service provided by Crosstown Electrical & Data, Inc. and recommends amendment No. 1 to the PSA, which will extend the City's contractual relationship with Crosstown Electrical & Data Inc. for one year ending on June 21, 2024. This contract renewal will utilize the first of three (3) permissible one-year contract extensions.

FISCAL IMPACT

Amendment No.1 will not trigger any budgetary changes. The annual cost for monthly routine inspections is \$14,742 with a budget of \$30,000 for emergency services totaling \$44,742 Fiscal Year 2023-2024 will have sufficient funds for this service and will be paid via Account No. 10-543-5260.

- Attachment:
1. Crosstown Electrical & Data (2021)
 2. Amendment No. 1 with Crosstown for Traffic Signal Maintenance (MSD Redline 6-7)

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
[City of Los Alamitos & Crosstown Electrical & Data, Inc.]

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this 21st day of June 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Crosstown Electrical & Data Inc., 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 traffic signal maintenance services for all signalized traffic signals citywide.

B. In response to City’s formal Request for Proposals No. 2021-06 (RFP), dated April 19, 2021, Contractor has submitted to City a written proposal, dated May 19, 2021 to provide the desired traffic signal maintenance services.

D. City desires to engage Contractor to provide such traffic signal 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 Traffic Signal Maintenance Proposal, dated May 19, 2021, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2021-06, dated April 19, 2021; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority

document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Project Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Contractor shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. **COMPENSATION**

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed One Thousand, Two Hundred Twenty-Eight Dollars and Fifty Cents (\$1,228.50) 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 June 21, 2023, unless extended by mutual written agreement of the Parties, for a maximum of three (3) additional 1-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: David Heermance, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or

governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate.

The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided “in accordance with the policy terms” or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City’s sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Contractor shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and

attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Contractor are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Contractor, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of

time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. **MISCELLANEOUS PROVISIONS**

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

To City:

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

With copy to:

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

To Contractor:

David Heermance, President
Crosstown Electrical & Data, Inc.
5454 Diaz Street
Irwindale, CA 91706
dave@crosstowndata.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.

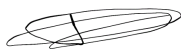
10.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by 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.

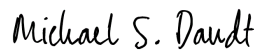
“City”

City of Los Alamitos

DocuSigned by:
By: 
9F361666C60C4A2...
Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: 
D2A022F0E4DF418...
Michael S. Daudt
City Attorney

ATTEST:

DocuSigned by:
By: 
54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk

“Contractor”

Crosstown Electrical & Data, Inc.

DocuSigned by:
By: 
87954681A2124E8...
David Heermance, President

DocuSigned by:
By: 
7C8038AA65AC45E...
Benjamin Heermance, CFO

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: May 19, 2021



TRAFFIC SIGNAL MAINTENANCE SERVICES

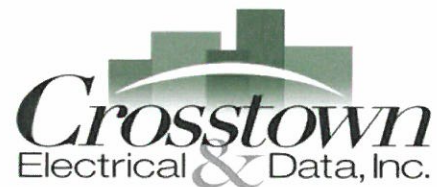
**City of Los Alamitos
Request for Proposal 2021-06**

May 19, 2021

Submitted by:

Crosstown Electrical & Data, Inc.
5454 Diaz Street

Irwindale, CA 91706



City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



Section A – Letter of Transmittal

May 19, 2021

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

To Whom it May Concern:

Crosstown Electrical and Data Inc. ("Crosstown") is pleased to submit this proposal in response to the City of Los Alamitos's Request for Proposal for the Traffic Signal Maintenance Services project.

Crosstown is a Southern California based Electrical & General Contractor specializing in Traffic Signal Maintenance, installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems, traffic signal installations and modifications. Crosstown recently acquired Computer Service Company (CSC) which has been in the Traffic Signal Maintenance business for over 40 years. With CSC's personnel staying in place, this work experience is now part of Crosstown and working together we are an extremely strong team that can provide top quality traffic signal maintenance services as well as provide any and all necessary traffic signal related construction should the need arise.

Crosstown's Traffic Signal Maintenance division currently employs professional IMSA certified traffic signal/street light electricians and an operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. Crosstown intends to use in-house personnel and equipment required to service the City of Los Alamitos's (21) signalized intersections. We support the International Municipal Signal Association (IMSA) training procedures with all of our technicians obtaining advanced certification through in-house training and participation in IMSA certification courses. The specialized experience and professional competence of Crosstown's personnel identified as part of this RFP is reflected in the personnel section of this response.

Please note that Crosstown maintains an A & C-10 License, No. 756309. We are also registered with the Department of Industrial Relations, No. 1000000155. Crosstown Acknowledges the receipt of Addendum #1. *It is understood that all required insurances will be in force at time of contract execution.*

Our firm is very confident that we can provide superior service and meet all of the requirements set forth in this request for proposals. Thank you for your time and consideration and we look forward to working with the city of Los Alamitos.

Sincerely,


Dave Heermance –President

5454 Diaz St.
Irwindale, CA 91706
Phone: (626) 813-6693

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



TABLE OF CONTENTS

1. Cover Letter	1
2. Table of Contents	2
3. Company Data	3
4. Proposal / Understanding of Scope of Work	4
5. Key Personnel / References	10
6. Client Reference	14
7. Attachments	16
• Section E - Proposal Cost Schedule	
• Signed Addendum #1	
• Technician Certificates	
• Credit References	
• Sample Preventative Maintenance Form	
• Reviewed 2020 Financials (Confidential)	



City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



SECTION B – COMPANY DATA

Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 22 years and we are proud to now offer a Traffic Signal Maintenance Division with the acquisition of the former Computer Services Company that has been continuously providing Traffic Signal Maintenance services over the past 40 years. Crosstown is 100% owned and operated by Mr. David Heermance.

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. We currently have 131 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal. Our principal office in Irwindale will be responsible for the implementation of any contracts.

Crosstown has multiple traffic signal maintenance contracts currently in effect that are similar to this RFP, such as the city of San Dimas, Laguna Hills, Azusa and Downey. See reference section for additional details. Crosstown has not had any failures or refusals to complete a contract. Crosstown does not have any financial interests in other lines of business or any know conflicts of interest. Areas of specialization include traffic signal maintenance and emergency on-call services, working with controllers, communication equipment, fiber optic cable, traffic signals and video detection systems. We have the resources needed to install traffic signal poles and controller cabinets if required.

Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, Expires 11/30/22. We are registered with the Department of Industrial Relations, DIR # 100000155. Crosstown complies with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively. Crosstown complies with the Copeland Anti- kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Company Name:	Crosstown Electrical & Data, Inc.
Legal Form of Company:	Corporation
License no.:	756309
Federal Employer ID #:	22-3611877
DIR #:	1000000155

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



Project Contact:	Jerry Davis: Senior Operations Manager
Telephone Number:	(951) 738-1444
Cell Phone:	(951) 260-3694
Website:	www.crosstowndata.com
Email:	jdavis@crosstowndata.com
Corporate Office:	5454 Diaz Street Irwindale, CA. 91706
Office Telephone Number:	(626) 813-6693

SECTION C – PROPOSAL

Understanding of the Scope of Services

The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW). Crosstown complies with all applicable federal, state and local laws, codes, ordinances and regulations. Crosstown acknowledges the four main tasks set forth in this RFP and will provide and understanding of each task.

General

Crosstown will have all required tools, materials, equipment, apparatus, facilities and skilled labor services available to perform all work necessary for this RFP. A hydraulic bucket truck capable of reaching a height of at least 28 feet above ground will be available. A computer laptop for programming, maintenance and testing of traffic signal controllers and equipment will be provided to our technicians.

Crosstown will provide all vehicles and traffic control necessary by our Technicians and vehicles will be equipped with permanently mounted warning strobe lights, traffic cones, construction warning signs. Traffic control/lane closures will conform to the California Manual on Uniform Traffic Control Devices.

Crosstown will maintain a valid Class A and Class C-10 contractor license. Contractor license No. 756309 which expires on 11/30/22. We will also apply for and maintain a current City of Los Alamitos Business license throughout the duration of the agreement.



City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



Crosstown will pay prevailing wages pursuant to Labor Code section 1771 and is registered with the Department of Industrial Relations, DIR #1000000155.

Crosstown will be equipped with spare parts and equipment necessary to return a defective signal to operation following ordinary trouble calls. In cases where a complex controller or component has to be repaired, Crosstown will install a substitute controller or component while repairing the defective controller or component and the substitute equipment will be of equal in operative characteristics. All material and equipment in our inventory will be the property of Crosstown until such a time it is used or installed in the City.

Crosstown's assigned signal technician will be available to meet with the City's designated representative as needed and agreed upon mutually, to discuss signal maintenance activities.

It is understood that there are currently (21) traffic signals throughout the city as shown in the Request for Proposals. Per the city's request, Crosstown can perform additional services at the rates provided. It is understood that all work performed or equipment that is supplied by Crosstown will be subject to inspection and approval of the City's Public Works director or his authorized representative.

Crosstown will maintain a single local telephone number that we can be reached 24 hours per day, seven days per week. The city will be supplied with names, mobile telephone numbers and emails of at least three responsible individuals representing Crosstown that may be contacted 24 hours per day for emergency response. The phone provided to our technicians will be capable of communicating via email, voice and text with City staff.

Crosstown will provide and maintain emergency service response on a twenty-four (24) hour, seven (7) days per week basis utilizing a radio dispatch truck for City requested services throughout the term of the contract. We will have available all required tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain and repair the traffic signals as listed in Attachment A of the RFP. Crosstown owns its own traffic signal maintenance and repair facility and will maintain this during the term of the Los Alamitos contract. Crosstown will have available spare traffic signal controllers, detectors, conflict monitors, and other standard equipment when the original units are in the contractor's facility for repairs at no additional charge to the City as well as maintain a stock of common replacement parts such as Model TS-2 Econolite, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, and pedestrian activation buttons

It is understood that during certain emergency situations, the Crosstown will provide full

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



cooperation with the California Highway Patrol (CHP), the Los Alamitos Police Department, and City representatives.

Crosstown will provide preventative maintenance for the traffic signal equipment shown in the RFP and will use a preventive maintenance checklist form during each inspection. Crosstown will maintain good records and will provide an electronic copy to the City as well.

ROUTINE MAINTENANCE SERVICES

Crosstown will perform routine monthly maintenance in order to reduce issues and maintain the life of existing equipment. During our monthly maintenance, we will also use an approved preventive maintenance checklist form for each signal. A copy of the checklist will be kept in each controller cabinet and we will maintain a copy at our office, as well as provide a copy to the Director.

It is understood that Crosstown will repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and/or permanent replacements. Exceptions to this policy may occur on an individual basis when agreed upon in writing by the Director or his designee. Crosstown will not make any permanent change of control mechanisms shall be done without prior written approval of the Director or his designee. Whenever equipment is removed from the controller cabinet, the City will be notified by phone within 24 hours. In addition, Crosstown will notify, in advance, the Director or his designee, of any planned or scheduled traffic signal turn-offs or turn-ons necessitated by our operations. We will not make said turn-offs or turn-ons without the prior approval of said City representative.

It is understood that all traffic signal controller equipment shall be maintained in accordance with the manufacturer's recommendations.

Crosstown will bear the cost for replacing any part of the controller mechanisms under the provisions of the routine maintenance program. In the case that a controller mechanism become obsolete or deteriorated to the point of being beyond reasonable or cost effective repairs, Crosstown will report such conditions to the Director and provide as much evidence that a replacement is necessary. It is understood that an estimate will be prepared with a cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the responsible party. It is understood that the replacement of an entire controller mechanism, if ordered or authorized by the Director or his designee, will be paid for as extra work at an agreed upon cost prior to commencement of such work.

During the months of April and October each year, it is understood that the city would like all lenses and reflectors to be cleaned, signal heads to be aligned, and to adjust all mast arm

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



mounted street name signs.

In regards to safety lighting, Crosstown understands that they will be responsible for the replacements and that the City will supply us regularly with a list of malfunctioning safety lights at all applicable signalized intersections. On a quarterly basis, we will submit a report and estimate of any necessary repairs.

Crosstown will maintain any new/ future traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices. It is understood that the new locations will be maintained in the same manner and for the same flat rate fee as those devices already covered by the specifications.

As part of this referenced flat rate fee for those devices already covered, we will also provide inspection services including verification of test submittals for any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices, which are installed in the future. It is understood that if signals are installed of a more complicated type than the existing signal controllers within the City, these may be added to this contract at a price mutually satisfactory to our team and the City. If we are notified for a new device on a day other than the first day of the month, payment for that month shall be prorated from the first day of notification to begin maintenance. It is understood that flat rate maintenance payments for any such affected devices will be prorated on the basis of the number of days the devices are maintained by Contractor

Crosstown will also check all pedestrian and/or bicycle push buttons and signals by hand to ensure that they are securely mounted and operating properly. This maintenance will be included in the monthly flat rate compensation for traffic signals.

Crosstown will manage the warranty of all signals or lamps that are covered under warranty and will work with the signal and/or lamp manufacturer, the installing contractor and the City regarding any required service considered to be under warranty. Crosstown will notify the City of delays in response by the manufacturer or installing contractor and details of such an issue.

Except for the manufacturer's factory warranty, the Crosstown will disclaim all warranties with respect to materials supplied, and also disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part of any cause beyond Contactor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

EMERGENCY SERVICES

Crosstown will maintain a single local telephone number during the entire term of this

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



contract where we can be reached twenty-four (24) hours per day, seven (7) days per week. We will within one-half hour (30 minutes) after the City, Police Department or CHP first notifies the Contractor's representative of the following events:

1. Any signal controller malfunction
2. Burned out red, yellow or green arrow incandescent or LED lamp
3. Signal equipment knockdowns
4. Other situations that is potentially hazardous to public safety

It is understood that the replacement of burned-out incandescent or LED lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. These replacements will be completed within twenty-four hours. Contractor shall notify the Director or his designee within twenty-four hours of any change in the traffic signal operation.

Crosstown will provide a temporary 3-section head, mounted on a seven foot pole to be temporarily installed until a permanent pole can be installed in the event of a knock down. This replacement of equipment will not require prior approval from City before such replacements are commenced in conjunction with an emergency call.

When Crosstown is notified of an emergency by the City, City's Police Department or the CHP, the contractor will call the Director at the following numbers to validate the emergency: (562) 431-3538, x 110/work or (949) 275-7986/cell. Once the emergency work is completed, we will contact the appropriate telephone number as listed above and inform the Director that the emergency work has been completed. Crosstown will also provide written notice to the Director within three (3) calendar days that such repairs have been completed.

LIQUIDATED DAMAGES

It is understood and agreed that failure on the part of Crosstown to respond within two (2) hours under conditions for emergency calls will cause the City to suffer an unascertainable amount of damage. In this case, Crosstown agrees to pay to the City, not as a penalty but as liquidated damages, an hourly amount equal to the hourly rate proposed for that type of extra work. The time for such liquidated damages shall commence from the first hour after the required two (2) hour response time for emergency work. It is understood that charges will be deducted from any payment due or to become due.

RECORDS

It is understood that we will maintain a record of all service calls and work performed upon the signal equipment, including the listing of dates, hour of day, and description of service work performed and a copy of this record will be maintained at all times within the signal

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



controller cabinet at each signal location. Crosstown will also provide a computerized bi-monthly activity report to the City. The report will provide a brief description of all preventative maintenance and emergency service activities and will be attached to the monthly invoice. The report will contain all required information for the Preventative Maintenance, Scheduled Repair and / or Emergency Response work. Crosstown will provide and maintain a software package, "Sales Force", that the City can access to provide live, real time information on the progress of technician work or call outs and maintenance activity. The Software includes bar coded inventory, pictures of materials and access to monthly billing.

Crosstown will maintain records as described below per extract from the RFP:

INVENTORY RECORDS

- A. Inventory List: At each intersection Crosstown will maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacturer, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the Director or his designee every January and July, and upon termination of contract.
- B. Preventive Maintenance (PM) Checklist Form: Crosstown will maintain one copy of the Preventive Maintenance Checklist Form in each controller cabinet, keep another copy in the Contractor's business office during the term of this contract, and shall provide a copy to the Director or his designee upon termination of contract. The PM checklist form shall be completely filled out during each monthly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- C. All costs associated with creating and updating equipment inventories and maintaining maintenance records in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

MONTHLY ACTIVITY REPORT

Crosstown will develop and provide a digital monthly activity report by the fifteenth working day of each month's activity. Such activity reports shall be maintained by the Contractor for a period of five (5) years and made available to the City within one week following a written request. The report shall include the following:

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



- A. Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three or more calls in one month.
- B. A complete record of all work that was performed on the City traffic signal equipment during the time period covered on the report including the make, model and serial number of any major component or other equipment that was newly installed at each intersection.
- C. Time and date the PM work was performed.
- D. All pending repair work needed at each device in a format to be determined by the Contractor and the Director or his designee.
- E. All costs associated with development and submission of monthly activity reports in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

Meetings

Crosstown's Field Technician and Maintenance Supervisor will be available to meet with the Director or his designee on a quarterly basis at a mutually agreed upon time and place to review the previous periods maintenance activities. It is understood that all costs associated with the attendance at meetings will be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting.

Key Personnel/Qualifications

A. Crosstown's Qualified Maintenance Personnel

Crosstown will maintain adequate level of labor resources as required by the Scope of Work. The designated manager will have full involvement of the work effort. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

- i. **Galt Grotke – Maintenance Technician / IMSA Field Technician Level II:** Galt came to us from the United States Air Force with an extensive electrical background. He is a level II IMSA technician and has five years of experience as a technician. He also performs State Certification Testing on Traffic Signal Controller Assemblies. Galt is responsible for running Crosstown's bench repair, as well as doing our Conflict Monitor Testing. Mr. Grotke is also IMSA Work safety certified, has up to date training on Econolite controller and

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021



software, as well as McCain 2070 controller and software training, has taken Iteris VDS training courses and is Bucket truck certified.

- ii. **Albert Soto – Maintenance Electrician / IMSA Field Electrician Level III:** Albert has been with CSC for 15 years as a Maintenance Technician and is now part of the Crosstown team. Albert provides maintenance support for Crosstown contracted cities in the Northern Cal area. He is proficient with NEMA and 170 controllers and is also working with safety lighting for the cities that he maintains. He is also IMSA Work safety certified, has up to date training on Econolite controller and software, as well as McCain 2070 controller and software training, has taken Iteris VDS training courses and is Bucket truck certified.

B. Crosstown's Management Contacts and Support Staff

- i. **David Heermance, President** - Mr. Heermance is the President and CEO of Crosstown Electrical & Data, Inc. which has been providing Electrical and communication services since 1998. He holds a General Construction Class A license as well as an Electrical Class C-10 License and has led Crosstown to experience continual growth and success each year. Mr. Heermance brings over 40 years of overall experience in the installation, operation, maintenance and management of electronic equipment, communications, traffic signals and fiber optic systems to his team. He has in-depth knowledge and understanding of data communications, fiber optics, video, and their application to traffic signals and Intelligent Transportation Systems. Furthermore, Mr. Heermance has developed exceptional management skills in relation to construction and maintenance and ensures that each project is completed successfully and with a satisfied customer.
- ii. **Jerry Davis – Senior Traffic Signal Maintenance Operations Manager:** As Senior Operations Manager Jerry is also the Contact Compliant Manager for this contract. He is responsible for providing strong strategic leadership for the company by working with other management staff and ownership to establish long-range goals, strategies, plans and policies. As well as plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance, Jerry works closely with our entire team as well as our clients. He is responsible for the day-to-day direction, oversight and quality control of and delivery of service on this contract. Jerry has over 35 years of experience in traffic signal construction, maintenance and service operations, many of those years have been spent in high profile leadership roles. Jerry worked many of his years in this industry as an IBEW Union journeymen electrician, foreman, and general foremen and as a Project Engineer for Steiny & Co. Jerry came to CSC in early 2013 to oversee all aspects of the company's operations and now manages all Traffic Signal Maintenance operations at Crosstown. He is an active IMSA Member and holds his IMSA Work Zone Safety, Level I and Level II Traffic Signal Field Technician Certifications.

City of Los Alamitos
 RFP 2021-06 for Traffic Signal Maintenance and Repair Services
 Due Date: May 19, 2021

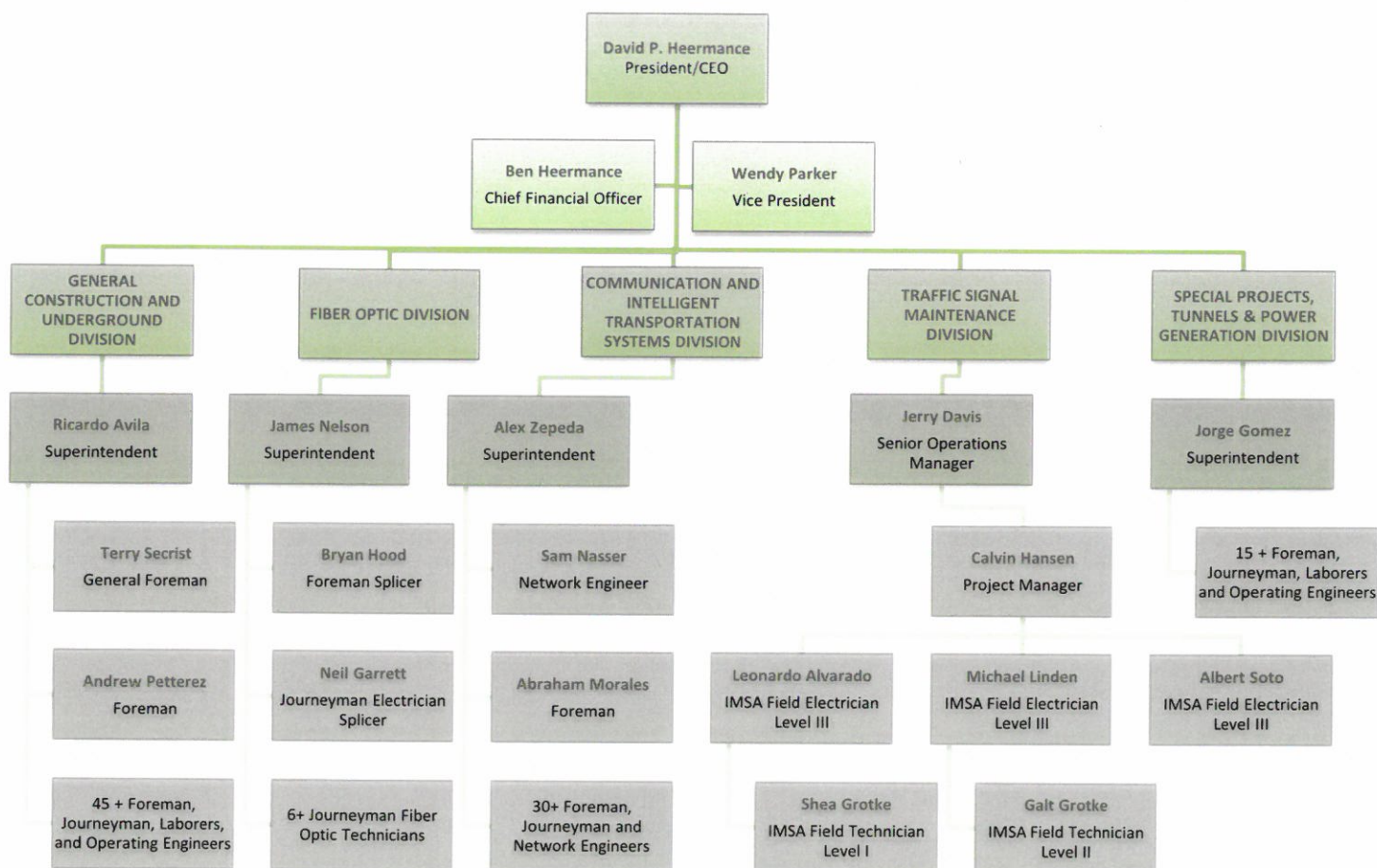


- iii. **Alex Zepeda – Superintendent: / NEC Certified / IMSA Field Electrician Level II:** Alex came to Crosstown in 2005 and has over 18 years of experience in communication integration work. He specializes in CCTV camera installation and integration. Alex worked for CSC from 2001-2005 where he got his IMSA Field Electrician Level II. During this time he was a field electrician and has the background on Traffic Signal Cabinets as well as the maintenance of City intersections. Alex has experience in all types of wireless communication systems and integration and an excellent understanding of communication media such as copper and fiber technologies. He is a Certified Electrician and Fiber Optic Installer and has Certifications for Bridge Wave Wireless Technology and Comnet Ethernet and Communication also OSHA 10/30 Certification. Alex received his Associates Degree in 2002 from ITT in Science of Electronic Engineering. Alex is available for on-call or backup needs for an IMSA certified technician.
- iv. **Ralph Maciel – Inventory / Warehouse Manager:** Ralph has been with CSC for 19 years. He started out as a delivery driver and over the years has worked his way up to warehouse manager. Ralph is in charge of ordering the equipment that is needed on a day-to-day basis and ensuring that the supplies stay well stocked. His knowledge of traffic signal equipment has been a vital asset in keeping our warehouse stocked with all the equipment, tools, and supplies needed to keep our cities intersections running and looking great.
- v. **Dan Bylund – Purchasing / IT System Administrator:** Dan has a BA in Business and is a Certified Microsoft Professional. He has been with the company for over 4 years and currently working with our Web-based Maintenance Management System (MMS). This real time work monitoring program (Sales Force) allows the cities to see how the preventative and response maintenance is going on a day-to-day, hour-by-hour time basics. Dan is our liaison with the companies we purchase our equipment through. He also is involved with our monthly invoicing to the cities.

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



Crosstown Corporate Structure



City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



Client References

A. List of Current Representative Projects and Contact information.

City of Downey (101 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Edwin Norris, Deputy Director of Public Works
11111 Brookshire Ave.
Downey, CA 90241
(562) 904-7110
enorris@downeyca.org

City of San Dimas (36 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Chase Buckelew, Public Works Maintenance Superintendent
245 East Bonita Avenue
San Dimas, CA 91773
(909) 394-6270
cbuckelew@ci.san-dimas.ca.us

City of Azusa (47 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Robert Delgadillo P.E., Director of Public Works / City Engineer
213 E. Foothill Boulevard
Azusa, CA 91702
(626) 812-5248
rdelgadillo@azusaca.gov

City of Laguna Hills (49 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Kenneth Rosenfield, Director of Public Works
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2655
kronsenfield@ci.laguna-hills.ca.us

City of El Monte (73 Intersection, Traffic Signal Emergency on Call Services)
Frank Drevdahl, Public Works Administrative Analyst
3990 Arden Drive
El Monte, CA 91731
fdrevdahl@elmonteca.gov

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



City of Monterey Park (63 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Cesar Vega, Civil Engineer Associate
320 W. Newmark Avenue
Monterey Park, CA 91754
(626) 307-1320
cvega@montereypark.ca.gov

City of Hemet (41 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Matt Devore, Facilities Maintenance Technician
3777 Industrial Avenue
Hemet, CA 92545
(951) 765-3710
mdevore@cityofhemet.org

Additional References Available Upon Request

General Business Statement

Crosstown meets and exceeds the required two consecutive years of recent experience in the provision of the specified maintenance services at similar size facilities and similar service levels as required on this contract. Crosstown has been in the traffic signal industry of over 22 years and our Traffic Signal Maintenance team has 40 years of experience. Crosstown will guarantee that an on-site supervisor and/or Foreman will possess the experience required.

Work History

There are no Traffic Signal Maintenance Contracts and/or construction contracts that have been cancelled or not renewed over the past three years.

City of Los Alamitos
RFP 2021-06 for Traffic Signal Maintenance and Repair Services
Due Date: May 19, 2021



Attachments

- SECTION E – PROPOSAL COST SCHEDULE
- SIGNED ADDENDUM #1
- TECHNICIAN CERTIFICATES
- CREDIT REFERENCES
- SAMPLE PREVENTATIVE MAINTENANCE REPORT
- “CONFIDENTIAL” REVIEWED FINANCIAL STATEMENT



SECTION E
PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION F
PROPOSAL SCHEDULE**

**REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section A – Routine Preventative Maintenance Items			
Routine Preventative Maintenance of Traffic Signal and Safety Lighting System per Intersection Per Month	1	Each	\$58.50

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section B – Labor and Equipment Rates			
Service Truck	1	Hour	\$21.00
Bucket Truck	1	Hour	\$38.00
Traffic Signal Technician	1	Hour	\$110.00
Traffic Signal Technician – Overtime	1	Hour	\$157.00
Bench Technician	1	Hour	\$60.00

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section C – Unit Pricing Items			
Response to USA Underground Service Alerts at the request of the City Staff for marking and protection of traffic signal underground facilities	1	Each	\$115.00

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: \$ 1,228.50 Monthly PM (21 Intersections)

Proposal Schedule Total (in word): One Thousand Two Hundred Twenty
Eight Dollars and Fifty Cents


Crosstown Electrical & Data
Company Name of Proposer

5/18/21
Date



ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) 2021-06 TRAFFIC SIGNAL MAINTENANCE SERVICES

To all bidders under Request for Proposals (RFP) 2021-06 Traffic Signal Maintenance Services, which are to be received by the City of Los Alamitos, by 10:00 a.m. on Thursday, May 13, 2021:

The intent of this Addendum No. 1 is to revise the RFP/contract documents with the attached Addendum 1.

The following changes shall be acknowledged in the described sections of the Request for Proposal (RFP) and Contractual Documents and Forms respectively:

- I. Page 4 – RFP bid submittal deadline has been extended to Wednesday, May 19, 2021 at 12p.m.
- II. Section E – The Contractor shall bear the cost for replacing any part of the controller mechanism under the provisions of the routine maintenance program.

Q: When is this applicable?

A: If components fail due to neglect

- III. Section 4.6 – Clean Up – Contractor shall clean and/or polish all signal lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs during April and October each year.

Q: is this to be included in the flat rate monthly maintenance fee?

A: No, it is based on T&M (time and material) for those two mentioned periods

- IV. Section 4.7 – Safety Lighting – Contractor is responsible for replacement of all safety lighting. City shall supply contractor routinely with a list of malfunctioning safety lights at all signalized intersections/locations listed in Attachment A.

Q: Please provide clarification as to where the cost associated with this work is to be included

A: It is based on T&M as they fail

- V. Section 6.1 - Response Time

Q: Is the response time 30 minutes or 2-hour window?

A: Response time shall be within one-half (30 minutes) after the City, Police Department or CHP first notifies the Contractor's representative.

VI. Section F – Proposal Schedule

Q: Please clarify the DIR classification requested in the pricing for Transportation Systems Electrician or Transportation Systems Technicians

A: If the Technician works under the Electrician supervision, then it is acceptable to use the Technician

VII. Section 4.1 C – Scope of Service

Q: Please clarify what “privately owned traffic signal maintenance and repair facility means”

A: The City does not have a Corporate Yard, therefore the contractor shall have its own facility for storing and repairing – therefore, nothing can be stored or repaired on City Hall property.

VIII. Enclosed with this addendum, is also Section E (Proposal Schedule), with the watermark “draft” removed

IV. Enclosed with this addendum, is “Attachment 1” which identifies the City’s traffic signals locations

Date: May 12, 2021

BY ORDER OF THE CITY OF LOS ALAMITOS

By

Michelle Müller for
Ron Noda
Acting Deputy City Manager
City of Los Alamitos

ACKNOWLEDGEMENT BY THE BIDDER:

[Signature]
BIDDER'S SIGNATURE

5/18/2021

DATE



Albert J. Soto
is hereby certified as a

Traffic Signal Senior Field Tech Level III

by completing all requirements and examination for certification

on 10/9/2020

Valid thru 10/9/2023

Certification #CE_61614


Toby Cummings, CAE - Executive Director



Galt G. Grotke
is hereby certified as a

Traffic Signal Field Technician Level II

by completing all requirements and examination for certification
on 10/19/2019

Valid thru 10/19/2022
Certification #BE_119989


Toby Cummings, CAE - Executive Director

CREDIT REFERENCES

CROSTOWN ELECTRICAL & DATA, INC

1.) ANIXTER

5055 E. LONDON DRIVE
ANAHEIM, CA 92807
714-777-8247
ACCOUNT #358205
ACCOUNT MANAGER
CREDREF.ANIXTER.COM

2.) COMMUNICATIONS SUPPLY CORP./WESCO

6251 KNOTT AVENUE
BUENA PARK, CA 90620
714-670-5858
SOCORRO LAZALDE
ACCOUNT MANAGER
SLAZALDE@GOCSC.COM
ACCOUNT # 10724-99

3.) ETHERWAN SYSTEMS, INC.

2301 E. WINSTON RD.
ANAHEIM, CA 92806
714-779-3800
CARA RISING
ACCOUNT MANAGER
CARA.RISING@ETHERWAN.COM

4.) ORVAC ELECTRONICS

1120 SHAMROCK AVE
MONROVIA, CA 91016
626-796-3291
SEAN MURPHY
ACCOUNT MANAGER
SEAN.MURPHY@ORVAC.COM
ACCOUINT # 248112

5.) WALTERS WHOLESALE ELECTRIC

2825 TEMPLE AVE.
SIGNAL HILL, CA 90755
562-988-3100X5041



PREVENTIVE MAINTENANCE REPORT

--	--	--

Date: _____
 Arrive: _____
 Depart: _____

Battery Back-up?
 Yes / No
 (circle)

Tech:

Check Box

- ☐ Albert
☐ Galt
☐ Michael
☐ Shea
☐
☐ Other:

☐ Yes
☐ No

Follow-up required?

Description of follow-up required:

Comments / Recommendations:

Check	Inside Cabinet	Check	Outside Cabinet
☐	Clean cabinet of dirt/dust	☐	Condition of cabinet exterior
☐	Controller lamp and door switch	☐	All lamps including ped indications
☐	Conflict Monitor indications	☐	All ped push buttons
☐	Recall all phases 1 cycle	☐	All ped directional plates
☐	Fan/Thermostat operation	☐	Pole condition
☐	Filter ☐ Replace Date: _____	☐	Hand hole covers
☐	Doors fit/Gaskets	☐	Backplate conditions
☐	Locks/Hinges	☐	Visor conditions
☐	Visual check detector operations	☐	Alignment of heads
☐	Verify timing sheet	☐	Missing hardware
☐	Field block terminal tightened	☐	Visual inspection of loops/camera
☐	Logged in visit	☐	Visual inspection for pot holes & blacktop
☐	Battery ☐ Replace Date: _____	☐	Visual inspection of regulatory signs
☐	CCTV Camera JAN APR JUL OCT	☐	Visual inspection of T/S pull boxes

NOTE: Mark each box individually.

December 2020-006

AMENDMENT No. 1 TO MAINTENANCE SERVICES AGREEMENT
[City of Los Alamitos and Crosstown Electrical & Data, Inc.]

This Amendment No. 1 to Traffic Signal Maintenance Services Agreement (“First Amendment”) is made and entered into on this 20th day of June, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Crosstown Electrical & Data Inc., a California corporation (“Contractor”).

RECITALS

A. City and Contractor entered into that certain Maintenance Services Agreement for traffic signal maintenance services for all signalized traffic signals citywide, on June 21, 2021 (“Agreement”), which is incorporated herein by this reference.

B. The Agreement will expire on June 21, 2023, unless extended by mutual written agreement of the City and Contractor.

C. City and Contractor desire to extend the term of the Agreement for an additional year, until June 21, 2024, subject to the terms and provisions of this First Amendment.

D. City and Contractor desire to amend the Agreement to provide funds for emergency response work.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. 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. Contractor shall be compensated for preventative maintenance and scheduled repairs in an amount not to exceed One Thousand Two Hundred Twenty-Eight Dollars and Fifty Cents (\$1,228.50) monthly/Fourteen Thousand Seven Hundred Forty-Two Dollars (\$14,742) annually. Additionally, Contractor shall be compensated for emergency response work in an amount not to exceed Thirty Thousand Dollars (\$30,000) annually, for a combined maximum contract amount totaling Forty-Four Thousand Seven Hundred Forty-Two Dollars \$44,742 annually inclusive of both preventative maintenance and scheduled repairs and emergency response work. The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2. 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 June 21, 2024, unless extended by mutual written agreement of the Parties, for a maximum of two (2) additional one (1) year contract extensions.

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The persons executing this First Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this First Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this First 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: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Crosstown Electrical & Data Inc.

By: _____
David Heermance
President
dave@crosstowndata.com

By: _____
Richard Heermance
CFO
richard@crosstowndata.com

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Measure M2 Seven Year Capital Improvement Program

SUMMARY

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program, adoption of a resolution attesting to the County's Master Plan of Arterial Highways Circulation Element and Mitigation Fee Program, adoption of a resolution attesting to the Pavement Management Plan, and adoption of a resolution attesting to the update to the Local Signal Synchronization Plan (LSSP).

RECOMMENDATION

1. Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2023/24 through 2029/30, to comply with Measure M2 eligibility criteria; and,
2. Adopt Resolution No. 2023-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM"; and,
3. Adopt Resolution No. 2023-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM"; and,
4. Adopt Resolution No. 2023-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM".

BACKGROUND

The City is required to submit annual documentation on its transportation related programs to OCTA to maintain its eligibility to receive Measure M2 sales tax revenue. Submittals are required on an annual basis, while certain materials are required to be submitted every other year. This is a Measure M2 Ordinance requirement, which is administered by OCTA. OCTA requires an expanded submittal of the City's programs and projects affecting traffic circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide

transportation plans.

DISCUSSION

This year's submittal requires the following documentation:

City Council Approval of Resolutions

City Council adoption of Resolution No. 2023-13 attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways, as well as affirming the current mitigation fee program. City Council's adoption of Resolution No. 2023-14 concerning the status and update of the Pavement Management Plan for the Measure M2 program. City Council adoption of Resolution No. 2023-15 attesting to the update to the Local Signal Synchronization Plan (LSSP). Approval of the recommended actions satisfies these requirements.

M2 Seven-Year Capital Improvement Program (CIP)

The City's Measure M2 Seven Year CIP for Fiscal Year's 2023/24 through 2029/30 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects. The M2 Seven Year CIP is consistent with the proposed Citywide Capital Improvement Program Budget and Strategic Business Plan. The submittal of the M2 Seven Year CIP does not commit the City to funding the identified improvements; however, projects must be included in the M2 Seven Year CIP to be eligible to receive Measure M2 funding. This document is updated every year in order to allow for changes based on City Council priorities. The CIP emphasizes projects that improve traffic circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. To remain eligible for Measure M2 funds, the City's General Plan Circulation Element must be consistent with the MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map. The City's Circulation Element is in full compliance with this requirement. Biennially, the City must submit a City Council-adopted resolution to OCTA attesting that no unilateral reduction in lanes has been made on any arterials identified in the MPAH.

Mitigation Fee Program Concurrence Documentation

Biennially, the City must submit a City Council-adopted resolution to OCTA certifying that the City has an existing mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development. Resolution No. 2023-13 reaffirms the City's existing developer fee programs.

Pavement Management Program (PMP)

The City's PMP outlines the processes in place for the planning, preventative maintenance and repair of the City's roadways. The PMP analyzes pavement life cycles, assesses overall system performance costs, and assists the City in determining pavement maintenance

strategies and cost estimates necessary to maintain the City's roadway network. An updated PMP report is required to be submitted to OCTA on a biennial basis. The City's PMP was updated in May 2023.

Alternatives Considered

Council may direct staff to modify any of the provisions included in the proposed Measure M2 eligibility documents as deemed appropriate by the City Council. This alternative is not recommended since the City's submittal, as presented, is consistent with the Measure M2 policies and guidelines, and ensures that the City will remain eligible to continue receiving funding from the Measure M2 funding programs.

FISCAL IMPACT

The proposed Fiscal Year 2021/2022 budget anticipates receiving revenues of approximately \$326,716.00 from the Measure M2 local fair share program for circulation projects. The recommended actions will also position the City to receive additional funds through the Measure M2 competitive programs, subject to the City maintaining its eligibility.

- Attachment:
1. 7-Year Capital Improvement Program (CIP) List
 2. Resolution No. 2023-13 - Measure M2- Circulation Element and Fee program
 3. Resolution No. 2023-13 - Exhibit A
 4. Resolution No. 2023-13 - Exhibit B
 5. Resolution No. 2023-14 - Measure M2-Pavement Management Plan
 6. Resolution No. 2023-14 - Exhibit A
 7. Resolution No. 2023-15 - Measure M2- Local Signal Synchronization Plan 2023
 8. Resolution No. 2023-15 - Exhibit A

PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJ. COST
STREETS & DRAINAGE									
Arterial & Residential Tree Trimming Program	Measure M	\$ 75,000	\$ 71,500	\$ 71,500	\$ 71,500	\$ 71,500	\$ 78,650	\$ 78,650	\$ 518,300
Street Marking/Striping	Measure M	\$ 85,000	\$ 75,000	\$ 82,500	\$ 82,500	\$ 82,500	\$ 90,750	\$ 90,750	\$ 589,000
Replacement of Overhead Street Signs - Arterials	Measure M								\$ -
Replace Safety Lights at Intersections to LED	Measure M	\$ 50,000		\$ 50,000	\$ 50,000				\$ 150,000
Relocate Signal Lights at Los Al Blvd/ Rossmorr & Bradbury	General Fund	\$ 475,000							\$ 475,000
Relocate Signal Light at Katella & Reagan	Unfunded							\$ 450,000	\$ 450,000
Replacement of residential signage Project	Unfunded		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 375,000
Curb Painting (address & red curb)	Measure M			\$ 20,000		\$ 20,000		\$ 20,000	\$ 60,000
Tree Planting	Gas Tax		\$ 50,000		\$ 50,000			\$ 50,000	\$ 150,000
									\$ -
Active Transportation Plan (ATP)									
									\$ -
Project 1 - Katella Ave	Unfunded			\$ 126,059	\$ 714,334				\$ 840,393
Project 2 - Bloomfield Ave	Unfunded			\$ 109,201	\$ 618,812				\$ 728,013
Project 3 - Cerritos Ave	Unfunded								\$ -
Project 4 - Los Alamitos Blvd	Unfunded				\$ 108,579	\$ 624,282			\$ 732,861
Project 5 - Howard Ave	Unfunded				\$ 71,717	\$ 406,399			\$ 478,116
Project 6 - Green Ave	Unfunded				\$ 64,440	\$ 365,162			\$ 429,602
Project 7 - Ball Rd	Unfunded				\$ 17,872	\$ 101,275			\$ 119,147
Project 8 - Farquhar Ave	Unfunded				\$ 78,262	\$ 443,483			\$ 521,745
Project 9 - Oak St	Unfunded				\$ 25,337	\$ 143,574			\$ 168,911
Project 10 - Walnut St	Unfunded				\$ 26,802	\$ 151,877			\$ 178,679
Project 11 - Lexington Dr	Unfunded				\$ 55,970	\$ 317,166			\$ 373,136
Project 12 - Chestnut St	Unfunded						\$ 34,052	\$ 192,959	\$ 227,011
Project 13 - Reagan St	Unfunded						\$ 119,802	\$ 678,876	\$ 798,678
Project 14 - Pine St	Unfunded				\$ 95,486		\$ 541,084	\$ 541,084	\$ 636,570
Project 15 - Florista St	Unfunded						\$ 25,934	\$ 146,962	\$ 172,896
Project 16 - Sausalito St	Unfunded						\$ 26,069	\$ 147,726	\$ 173,795
Project 17 - Carbon Creek Channel	Unfunded						\$ 297,494	\$ 1,685,800	\$ 1,983,294
Project 18 - Antietam Ave	Unfunded						\$ 76,300	\$ 432,366	\$ 508,666
									\$ -
PROJECT TITLE FUNDING SOURCE FY 23-24 FY 24-25 FY 25-26 FY 26-27 FY 27-28 FY 28-29 FY 29-30 TOTAL PROJECT COST									
ADA Study									
ADA Curb Ramps	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 175,000
ADA Sidewalks	Measure M	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 175,000
Special Funded Projects									
Pavement Management Plan Update (Every 2 Yrs)			\$ 30,000		\$ 30,000		\$ 30,000		\$ 90,000
Speed Survey					\$ 35,000				\$ 35,000
									\$ -
									\$ -
Pavement Management									
District 1									
Florista St: Los Al Blvd to Cherry St.									\$ -
Cherry St.									\$ -
Reagan St.					\$ 354,226				\$ 354,226
Pine St.									\$ -
									\$ -
Catalina: Oak to Los Al Blvd				\$ 51,300					\$ 51,300
Serpentine Dr				\$ 13,440					\$ 13,440
Sausalito: Los Al Blvd to Reagan St.				\$ 73,920					\$ 73,920
Sausalito: Oak to Los Al Blvd				\$ 153,913					\$ 153,913
Chestnut						\$ 211,500			\$ 211,500
Walnut						\$ 96,176			\$ 96,176

Oak St									\$	-
Florista St: Oak to Los Al Blvd									\$	-
District 2									\$	-
Toland Cir									\$	-
Kaylor Ave									\$	-
Fenley Dr									\$	-
Holden Cir									\$	-
PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJECT COST	
Del Norte Way									\$	-
El Dorado Way									\$	-
San Joaquin Ave									\$	-
Toland Ave									\$	-
Kings St									\$	-
Myra Ave									\$	-
San Bonito Ave									\$	-
Shasta Ave									\$	-
Marion Ave									\$	-
San Mateo Ave									\$	-
Sierra Cir									\$	-
Maple St/Kyle St					\$ 128,975				\$	128,975
Noel Street									\$	-
Calle Lee Avenue									\$	-
Corporate Center Drive									\$	-
Kinmount St									\$	-
Catalina: Los Al Blvd to Kyle									\$	-
Kyle St									\$	-
Florista: Kyle to Bloomfield									\$	-
Kaylor Ave									\$	-
Farnham									\$	-
									\$	-
									\$	-
									\$	-
Briggeman Drive									\$	-
District 3									\$	-
Rochelle St.									\$	-
Linda Way									\$	-
Barbi Ln									\$	-
Maple St									\$	-
Kelly Ln									\$	-
Denwood Ave									\$	-
Cherry St.					\$ 185,235				\$	185,235
Reagan St.						\$ 14,760			\$	14,760
Snark St.					\$ 7,392				\$	7,392
Harrisburg Rd									\$	-
Pine St.						\$ 110,515			\$	110,515
Thor Ave									\$	-
Orangewood Ave									\$	-
District 4									\$	-
Howard Ave: Noel to Lexington; Bloomfield Ave: Katella to Farquhar									\$	-
Antietam Ave									\$	-
Kearsarge Ave									\$	-
PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJECT COST	
Siboney St									\$	-
Katella Ave Frontage									\$	-
Tripoli Ave									\$	-

Mindora St									\$ -
Bennington St									\$ -
Howard: Lexington-Bunker Hill									\$ -
Howard: Lexington to Bennington	SB1-\$294,072; Gas Tax-\$365,928 = \$660k	\$ 60,000							\$ 60,000
Saratoga Dr		\$ 60,000							\$ 60,000
Langley Dr		\$ 60,000							\$ 60,000
Essex Dr		\$ 60,000							\$ 60,000
Enterprise Dr		\$ 60,000							\$ 60,000
Midway Dr		\$ 60,000							\$ 60,000
Ticonderoga Dr		\$ 60,000							\$ 60,000
Ranger Dr		\$ 60,000							\$ 60,000
Tarawa Dr		\$ 60,000							\$ 60,000
Bunker Hill Dr		\$ 60,000							\$ 60,000
Green Ave: Saratoga to Ticonderoga		\$ 60,000							\$ 60,000
Lexington: Katella to JFTB									\$ -
District 5									\$ -
La Colmena Way									\$ -
Via De Ora									\$ -
Rossmoor Way									\$ -
Cherry St.									\$ -
Reagan St.									\$ -
Pine St.									\$ -
Paso Bonito									\$ -
Bradbury									\$ -
Lampson Frontage									\$ -
Lunar Dr.									\$ -
Olympic Dr.									\$ -
Satellite Dr.									\$ -
Glacier Circle									\$ -
Vicksburg Circle									\$ -
Carlsbad Circle									\$ -
Apollo Circle									\$ -
Interior Circle									\$ -
Ranier Circle									\$ -
PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJECT COST
Arterials									
Katella Ave.	Measure M	\$ 300,000.00		\$ 1,206,365.00	\$ 1,206,365.00	\$ 1,206,365.00			\$ 3,919,095
Cerritos Ave.							\$ 735,108.00	\$ 735,108.00	\$ 1,470,216
									\$ -
Bloomfield Ave.								\$ 1,000,000.00	\$ 1,000,000
Lexington Ave.							\$ 1,000,000		\$ 1,000,000
Los Alamitos Blvd.							\$ 1,000,000		\$ 1,000,000
									\$ -
Parks									\$ -
Labourdette Park Play Structure	(CDBG-\$300,000; General Fund-\$400,000)	\$ 700,000							\$ 700,000
Roberts Park Play Structure	Unfunded				\$ 10,000	\$ 350,000			\$ 360,000
Sterns Park Project	General Fund	\$ 300,000							\$ 300,000
Stansbury Park Play Structure	Unfunded					\$ 10,000	\$ 850,000		\$ 860,000
Soroptomist Park Play Structure				\$ 10,000	\$ 550,000				\$ 560,000
Little Cottonwood Park - replace septic tank-connect to sewer					\$ 40,000				\$ 40,000
Little Cottonwood Park - Outdoor Exercise Equipment project							\$ 5,000	\$ 100,000	\$ 105,000

Little Cottonwood Park - ballfield renovation project							\$ 5,000	\$ 85,000	\$ 90,000
Little Cottonwood Park - widen/lighting walking path project							\$ 5,000	\$ 100,000	\$ 105,000
Little Cottonwood Park - concrete pads for picnic benches								\$ 25,000	\$ 25,000
Little Cottonwood Park - Irrigation & Turf Project							\$ 5,000	\$ 350,000	\$ 355,000
Laurel Park - Tennis Crts Project (resurface, mesh nets)	General Fund	\$ 75,000.00							\$ 75,000
Laurel Park - Tennis Crts Project (expand tennis courts)							\$ 10,000	\$ 1,000,000	\$ 1,010,000
Laurel Park - Parking Lot Expansion							\$ 10,000	\$ 550,000	\$ 560,000
Laurel Park - Dog Park							\$ 10,000	\$ 100,000	\$ 110,000
Laurel Park - ballfield renovation project							\$ 5,000	\$ 70,000	\$ 75,000
Laurel Park - concrete pads for picnic benches					\$ 25,000				\$ 25,000
Orville R. Lewis Park - Picnic shelter Project					\$ 5,000	\$ 25,000			\$ 30,000
Orville R. Lewis Park - Irrigation & Turf Project					\$ 5,000	\$ 150,000			\$ 155,000
Facilities/Infrastructure									\$ -
Highland Wall - Los Alamitos Blvd.							\$ 30,000	\$ 1,500,000	\$ 1,530,000
Median Project - Katella Ave.	General Fund	\$ 100,000.00		\$ 450,000		\$ 12,500			\$ 562,500
Median Project - Los Alamitos Blvd.	General Fund	\$ 75,000.00		\$ 450,000		\$ 12,500			\$ 537,500
Bus Stop Cuts - Katella from 605 to Los Al Blvd.						\$ 20,000	\$ 325,000		\$ 345,000
PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJECT COST
City Entry Monuments Project			\$ 15,000	\$ 100,000					\$ 115,000
Pine Street Project (Town Center Mix Use Plan)	General Fund	\$ 175,000							\$ 175,000
Pine Street Widening				\$ 550,000					\$ 550,000
Pine Street Tree Planting & Restriping				\$ 150,000					\$ 150,000
Pine Street Monument & Sidewalk				\$ 20,000	\$ 100,000				\$ 120,000
JLL Study									\$ -
Install Emergency Lighting - buildings & Hallways							\$ 25,000	\$ 225,000	\$ 250,000
City Hall Sidewalk						\$ 20,000			\$ 20,000
Consultant - Emergency Fire Alarm System						\$ 20,000			\$ 20,000
Flooring for Community Center Banquet Room				\$ 85,000					\$ 85,000
Demolition of PW/LATV Building	General Fund	\$ 150,000							\$ 150,000
Storage Units - PD	General Fund	\$ 15,000							\$ 15,000
City Hall EV Vehicle Charging Project						\$ 200,000			\$ 200,000
City Hall Courtyard Project						\$ 400,000			\$ 400,000
Youth Center Project	General Fund	\$ 250,000	\$ 1,000,000						\$ 1,250,000
Youth Center - Painting inside								\$ 35,000	\$ 35,000
Community Center - large Kitchen	General Fund	\$ 325,000							\$ 325,000
Community Center - Painting Outside									\$ -
Community Center - Activity Room Flooring (Dance floor)					\$ 5,000	\$ 95,000			\$ 100,000
Community Center - Painting Inside								\$ 50,000	\$ 50,000
Community Center - ADA Stairs							\$ 10,000	\$ 30,000	\$ 40,000
Community Center - Shade Structure (outdoor brk area, craft room)				\$ 50,000					\$ 50,000
Community Center ADA Front Entrance Door									\$ -
Community Center - Emergency Exit Door									\$ -
Community Center - HVAC Upgrade						\$ 15,000	\$ 250,000		\$ 265,000
Community Center - Sound System/AV Upgrade	General Fund	\$ 75,000							\$ 75,000
Community Center Parking Lot (EV & Postal Box) Project									\$ -
City Hall I Lobby Renovation				\$ 30,000					\$ 30,000
City Hall I - Painting inside								\$ 35,000	\$ 35,000
City Hall - Courtyard Renovation						\$ 500,000	\$ 10,000	\$ 65,000	\$ 575,000
City Hall I - HVAC Upgrade						\$ 7,500	\$ 125,000		\$ 132,500
Council Chamber Project	General Fund	\$ 100,000	\$ 750,000						\$ 850,000
Civic Center Master Plan	General Fund	\$ 225,000							\$ 225,000
Citywide Trash Receptacles	General Fund	\$ 250,000							\$ 250,000
City Hall Restroom Project (ADA)				\$ 50,000					\$ 50,000
PROJECT TITLE	FUNDING SOURCE	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL PROJECT COST
PW Garage Restroom/Break Room Project	General Fund	\$ 150,000							\$ 150,000

[illegible]

Orange County Transportation Authority

FY 2023/24 - FY 2029/30 Capital Improvement Program

TIP ID CP-10881		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number:		Project Title								
Additional Project IDs:		ADA Ramps								
Type of Work: Pedestrian		Project Description								
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Put in new ADA ramps where they are missing and replace sidewalks to fix trip hazards								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Throughout City		2024	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750	
Project Notes		2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522	
		2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318	
		2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138	
		2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982	
		2029	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851	
		2030	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$30,747	
				Totals:	\$0	\$0	\$175,000	\$0	\$175,000	\$197,308
Last Revised: 23-00 - In Progress										
Total Programmed: \$175,000										

TIP ID CP-11780		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Active Transportation Plan (ATP) Projects						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - Reconstruction/rehabilitation of existing bike route		Active Transportation projects generated from City's adopted ATP						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
citywide	2024	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0
Project Notes Active Transportation projects related to various city streets such as the following: Katella Ave, Bloomfield Ave, Cerritos Ave, Los Alamitos Blvd, Howard Ave, Green Ave, Ball Rd, Farquhar Ave, Oak St, Walnut St, Lexington Dr, Reagan St, Pine St, Florista St, Sausalito St, Carbon Creek Channel, Antietam Ave	2025	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0
	2026	Unfunded/Unknown	\$30,000	\$0	\$205,260	\$0	\$235,260	\$254,293
	2027	Unfunded/Unknown	\$100,000	\$0	\$1,682,125	\$0	\$1,782,125	\$1,993,247
	2028	Unfunded/Unknown	\$150,000	\$0	\$2,403,218	\$0	\$2,553,218	\$2,935,988
	2029	Unfunded/Unknown	\$50,000	\$0	\$625,137	\$0	\$675,137	\$796,446
	2030	Unfunded/Unknown	\$200,000	\$0	\$3,625,773	\$0	\$3,825,773	\$4,659,243
		Totals:	\$530,000	\$0	\$8,541,513	\$0	\$9,071,513	\$10,639,217
Last Revised: 23-00 - In Progress		Total Programmed: \$9,071,513						

TIP ID		CP-10892		IMPLEMENTING AGENCY						Los Alamitos, City of									
Local Project Number: N/A				Project Title															
Additional Project IDs:				Arterial and Residential Tree Program															
Type of Work: Aesthetics				Project Description															
Type of Work Description: Aesthetics - Landscaping of roadway				Tree trimming on residential and arterial street throughout the city															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Throughout entire City				2024		Measure M2 Local Fairshare		\$0		\$0		\$75,000		\$0		\$75,000		\$77,250	
Project Notes				2025		Measure M2 Local Fairshare		\$0		\$0		\$71,500		\$0		\$71,500		\$75,854	
				2026		Measure M2 Local Fairshare		\$0		\$0		\$71,500		\$0		\$71,500		\$78,130	
				2027		Measure M2 Local Fairshare		\$0		\$0		\$71,500		\$0		\$71,500		\$80,474	
				2028		Measure M2 Local Fairshare		\$0		\$0		\$71,500		\$0		\$71,500		\$82,888	
				2029		Measure M2 Local Fairshare		\$0		\$0		\$78,650		\$0		\$78,650		\$93,912	
				2030		Measure M2 Local Fairshare		\$0		\$0		\$78,650		\$0		\$78,650		\$96,730	
								Totals: \$0		\$0		\$518,300		\$0		\$518,300		\$585,238	
Last Revised: 23-00 - In Progress				Total Programmed: \$518,300															

TIP ID		CP-10893		IMPLEMENTING AGENCY						Los Alamitos, City of											
Local Project Number: N/A				Project Title																	
Additional Project IDs:				Bloomfield Ave Street Project																	
Type of Work: Road Maintenance				Project Description																	
Type of Work Description: Road Maintenance - Slurry seal of roadway				Street Rehabilitation																	
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Florista to Katella Ave				2030		Unfunded/Unknown		\$100,000		\$0		\$900,000		\$0		\$1,000,000		\$1,206,886			
Project Notes																					
								Totals:		\$100,000		\$0		\$900,000		\$0		\$1,000,000		\$1,206,886	
Last Revised: 23-00 - In Progress																		Total Programmed: \$1,000,000			

TIP ID		CP-11794		IMPLEMENTING AGENCY						Los Alamitos, City of	
Local Project Number:		Project Title									
Additional Project IDs:		Bus Stop Cuts - Katella from 605 to Los Al Blvd.									
Type of Work:		Bus Stops		Project Description							
Type of Work Description:		Bus Stops - Installation of ramps and benches/shelters		repair bus stops							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Katella from 605 to Los Al Blvd.		2028	Unfunded/Unknown	\$20,000	\$0	\$0	\$0	\$20,000	\$20,000		
Project Notes		2029	Unfunded/Unknown	\$0	\$0	\$325,000	\$0	\$325,000	\$388,067		
				Totals:	\$20,000	\$0	\$325,000	\$0	\$345,000	\$408,067	
Last Revised: 23-00 - In Progress										Total Programmed: \$345,000	

TIP ID		CP-11783		IMPLEMENTING AGENCY							Los Alamitos, City of										
Local Project Number:				Project Title																	
Additional Project IDs:				Cerritos Avenue Roadway Improvements																	
Type of Work:				Road Maintenance																	
Type of Work Description:				Road Maintenance - Rehabilitation of roadway																	
				Project Description																	
				Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.																	
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
citywide				2029		Unfunded/Unknown		\$73,511		\$0		\$661,597		\$0		\$735,108		\$863,492			
Project Notes				2030		Unfunded/Unknown		\$73,511		\$0		\$661,597		\$0		\$735,108		\$887,192			
								Totals:		\$147,022		\$0		\$1,323,194		\$0		\$1,470,216		\$1,750,684	
Last Revised: 23-00 - In Progress																					
Total Programmed: \$1,470,216																					

TIP ID CP-10898		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Concrete Sidewalk Repair ADA								
Type of Work: Pedestrian		Project Description								
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		City wide sidewalk assessment, removal and replacement of lifted and or broken sidewalks, curbs and gutters.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
City wide		2024	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$25,750	
Project Notes		2025	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$26,522	
		2026	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$27,318	
		2027	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,138	
		2028	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$28,982	
		2029	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$29,851	
		2030	Measure M2 Local Fairshare	\$0	\$0	\$25,000	\$0	\$25,000	\$30,747	
				Totals:	\$0	\$0	\$175,000	\$0	\$175,000	\$197,308
Last Revised: 23-00 - In Progress									Total Programmed: \$175,000	

TIP ID CP-11790		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Curb Painting								
Type of Work: Safety		Project Description								
Type of Work Description: Safety - Signage installation and/or replacement		paint addresses and red curb								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
citywide		2026	Measure M2 Local Fairshare	\$0	\$0	\$20,000	\$0	\$20,000	\$21,855	
Project Notes		2028	Unfunded/Unknown	\$0	\$0	\$20,000	\$0	\$20,000	\$23,185	
		2030	Unfunded/Unknown	\$0	\$0	\$20,000	\$0	\$20,000	\$24,597	
				Totals:	\$0	\$0	\$60,000	\$0	\$60,000	\$69,637
Last Revised: 23-00 - In Progress										
Total Programmed: \$60,000										

TIP ID		CP-11791		IMPLEMENTING AGENCY					Los Alamitos, City of								
Local Project Number:		Project Title															
Additional Project IDs:		Highland Wall - Los Alamitos Boulevard															
Type of Work:		Safety		Project Description													
Type of Work Description:		Safety - Other		raise height of existing brick wall.													
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Los Alamitos Boulevard (east side) - from Rossmoor Center Wy to Orangewood Ave		2029		Unfunded/Unknown		\$30,000		\$0		\$0		\$0		\$30,000		\$30,000	
		2030		Unfunded/Unknown		\$0		\$0		\$1,500,000		\$0		\$1,500,000		\$1,844,811	
Project Notes																	

TIP ID		CP-11786		IMPLEMENTING AGENCY						Los Alamitos, City of	
Local Project Number:				Project Title							
Additional Project IDs:				Los Alamitos Boulevard Roadway Improvements							
Type of Work: Road Maintenance				Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway				Rehabilitation with arterial streets to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.							
Limits				<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
citywide				2029	Unfunded/Unknown	\$100,000	\$0	\$900,000	\$0	\$1,000,000	\$1,174,647
Project Notes											
				<u>Totals:</u>		\$100,000	\$0	\$900,000	\$0	\$1,000,000	\$1,174,647
Last Revised: 23-00 - In Progress				Total Programmed: \$1,000,000							

TIP ID		CP-11792		IMPLEMENTING AGENCY						Los Alamitos, City of									
Local Project Number:		Project Title																	
Additional Project IDs:		Median Project - Katella Ave.																	
Type of Work:		Safety		Project Description															
Type of Work Description:		Safety - Install curb median		improve median															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
various locations		2024		Other		\$100,000		\$0		\$0		\$0		\$100,000		\$100,000			
Project Notes		2026		Unfunded/Unknown		\$0		\$0		\$450,000		\$0		\$450,000		\$491,727			
		2028		Unfunded/Unknown		\$0		\$0		\$12,500		\$0		\$12,500		\$14,491			
						Totals:		\$100,000		\$0		\$462,500		\$0		\$562,500		\$606,218	
Last Revised: 23-00 - In Progress		Total Programmed: \$562,500																	

TIP ID CP-10934		IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Pavement Management Plan								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Studies or PMP updates		Pavement Management Plan								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
City wide		2025	Measure M2 Local Fairshare	\$30,000	\$0	\$0	\$0	\$30,000	\$30,000	
Project Notes		2027	Unfunded/Unknown	\$30,000	\$0	\$0	\$0	\$30,000	\$30,000	
		2029	Unfunded/Unknown	\$30,000	\$0	\$0	\$0	\$30,000	\$30,000	
				Totals:	\$90,000	\$0	\$0	\$0	\$90,000	\$90,000
Last Revised: 23-00 - In Progress										
Total Programmed: \$90,000										

TIP ID		CP-12228								IMPLEMENTING AGENCY		Los Alamitos, City of							
Local Project Number:		Project Title																	
Additional Project IDs:		Relocate Signal Light at Katella & Reagan																	
Type of Work:		Traffic Signals																	
Type of Work Description:		Traffic Signal Relocation																	
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Katella and Reagan		2030		Unfunded/Unknown		\$50,000		\$0		\$400,000		\$0		\$450,000		\$541,950			
Project Notes																			
						Totals:		\$50,000		\$0		\$400,000		\$0		\$450,000		\$541,950	
Last Revised: 23-00 - In Progress												Total Programmed:		\$450,000					

TIP ID		CP-11787		IMPLEMENTING AGENCY						Los Alamitos, City of	
Local Project Number:				Project Title							
Additional Project IDs:				Relocate Signal Lights at Los Al Blvd/Rossmoor and Bradbury							
Type of Work:				Traffic Signals							
Type of Work Description:				Traffic Signals - Replace and upgrade traffic signals and equipment							
Limits				Project Description							
Los Al Blvd/Rossmoor and Bradbury				move existing signal poles to accommodate pedestrian traffic							

TIP ID		CP-10948		IMPLEMENTING AGENCY						Los Alamitos, City of									
Local Project Number:		Project Title																	
Additional Project IDs:		Replace Safety Lights at Intersections with LED Lights																	
Type of Work:		Safety		Project Description															
Type of Work Description:		Safety - Improve lighting of roadway		Install new LED Safety Lights															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Throughout City		2024		Measure M2 Local Fairshare		\$0		\$0		\$50,000		\$0		\$50,000		\$51,500			
Project Notes		2025		Measure M2 Local Fairshare		\$0		\$0		\$0		\$0		\$0		\$0			
		2026		Unfunded/Unknown		\$0		\$0		\$50,000		\$0		\$50,000		\$54,636			
		2027		Unfunded/Unknown		\$0		\$0		\$50,000		\$0		\$50,000		\$56,275			
						Totals:		\$0		\$0		\$150,000		\$0		\$150,000		\$162,411	
Last Revised: 23-00 - In Progress																		Total Programmed: \$150,000	

TIP ID CP-11789		IMPLEMENTING AGENCY Los Alamitos, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Replacement of Corner Entry Signage Project						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Signage installation and/or replacement		replace signage at corners						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
citywide	2025	Unfunded/Unknown	\$15,000	\$0	\$0	\$0	\$15,000	\$15,000
Project Notes	2026	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$109,273
			Totals:	\$15,000	\$0	\$100,000	\$0	\$115,000

TIP ID CP-10951				IMPLEMENTING AGENCY Los Alamitos, City of							
Local Project Number: N/A			Project Title								
Additional Project IDs:			Residential Street Improvements								
Type of Work: Road Maintenance			Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway			Rehabilitation of local roadways to comply with PMP program. Work includes resurfacing, slurry and reconstruction as needed.								
Limits			FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide			2024	Gas Tax	\$0	\$0	\$365,928	\$0	\$365,928	\$376,906	
Project Notes			2024	Local Streets and Roads apportionments	\$50,000	\$0	\$244,072	\$0	\$294,072	\$301,394	
			2025	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0	
			2026	Unfunded/Unknown	\$50,000	\$0	\$242,573	\$0	\$292,573	\$315,066	
			2027	Unfunded/Unknown	\$50,000	\$0	\$625,828	\$0	\$675,828	\$754,375	
			2028	Unfunded/Unknown	\$50,000	\$0	\$382,951	\$0	\$432,951	\$493,945	
			2029	Unfunded/Unknown	\$0	\$0	\$0	\$0	\$0	\$0	
					Totals:	\$200,000	\$0	\$1,861,352	\$0	\$2,061,352	\$2,241,686
Last Revised: 23-00 - In Progress											
Total Programmed: \$2,061,352											

TIP ID CP-12009			IMPLEMENTING AGENCY Los Alamitos, City of								
Local Project Number:			Project Title								
Additional Project IDs:			Roadway Tree Planting								
Type of Work: Aesthetics			Project Description								
Type of Work Description: Aesthetics - Landscaping of roadway			tree planting adjacent to roadway								
Limits			<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
citywide			2025	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045	
Project Notes			2026	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0	
			2027	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$56,275	
			2028	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0	
			2029	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0	
			2030	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$61,494	
					<u>Totals:</u>	\$0	\$0	\$150,000	\$0	\$150,000	\$170,814
Last Revised: 23-00 - In Progress											
										Total Programmed: \$150,000	

TIP ID		CP-11457		IMPLEMENTING AGENCY							Los Alamitos, City of								
Local Project Number:		Project Title																	
Additional Project IDs:		Speed Survey																	
Type of Work:		Safety		Project Description															
Type of Work Description:		Safety - Other		conduct a speed survey for radar															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
citywide		2027		Measure M2 Local Fairshare		\$0		\$0		\$35,000		\$0		\$35,000		\$39,393			
Project Notes																			
						Totals:		\$0		\$0		\$35,000		\$0		\$35,000		\$39,393	
Last Revised: 23-00 - In Progress																	Total Programmed: \$35,000		

TIP ID		CP-10953		IMPLEMENTING AGENCY							Los Alamitos, City of				
Local Project Number: N/A				Project Title											
Additional Project IDs:				Street Markings/Striping											
Type of Work: Safety				Project Description											
Type of Work Description: Safety - Restripe roadway				Replacing Street Marking and Street Striping											
Limits				FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
City wide				2024		Measure M2 Local Fairshare		\$0	\$0	\$85,000	\$0	\$85,000	\$87,550		
Project Notes				2025		Measure M2 Local Fairshare		\$0	\$0	\$75,000	\$0	\$75,000	\$79,568		
				2026		Measure M2 Local Fairshare		\$0	\$0	\$82,500	\$0	\$82,500	\$90,150		
				2027		Measure M2 Local Fairshare		\$0	\$0	\$82,500	\$0	\$82,500	\$92,854		
				2028		Measure M2 Local Fairshare		\$0	\$0	\$82,500	\$0	\$82,500	\$95,640		
				2029		Measure M2 Local Fairshare		\$0	\$0	\$90,750	\$0	\$90,750	\$108,360		
				2030		Measure M2 Local Fairshare		\$0	\$0	\$90,750	\$0	\$90,750	\$111,611		
								Totals:	\$0	\$0	\$589,000	\$0	\$589,000	\$665,733	
Last Revised: 23-00 - In Progress														Total Programmed: \$589,000	

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

WHEREAS, the City of Los Alamitos desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and,

WHEREAS, the City of Los Alamitos had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and,

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and,

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's General Plan Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2021-22 and FY 2022-23; and,

WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and,

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.

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 arterial highway portion of the City's General Plan Circulation Element, attached hereto as Exhibit "A", is in conformance with the MPAH.

SECTION 3. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2021-22 and FY 2022-23.

SECTION 4. The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the City's General Plan Circulation Element remain consistent.

SECTION 5. The City reaffirms that the existing Mitigation Fee Program, attached hereto as Exhibit "B", is in effect.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 20th day of June 2023.

Tanya Doby, 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 20th day of June, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

Mobility & Circulation Element

Figure 6 Roadway Classifications

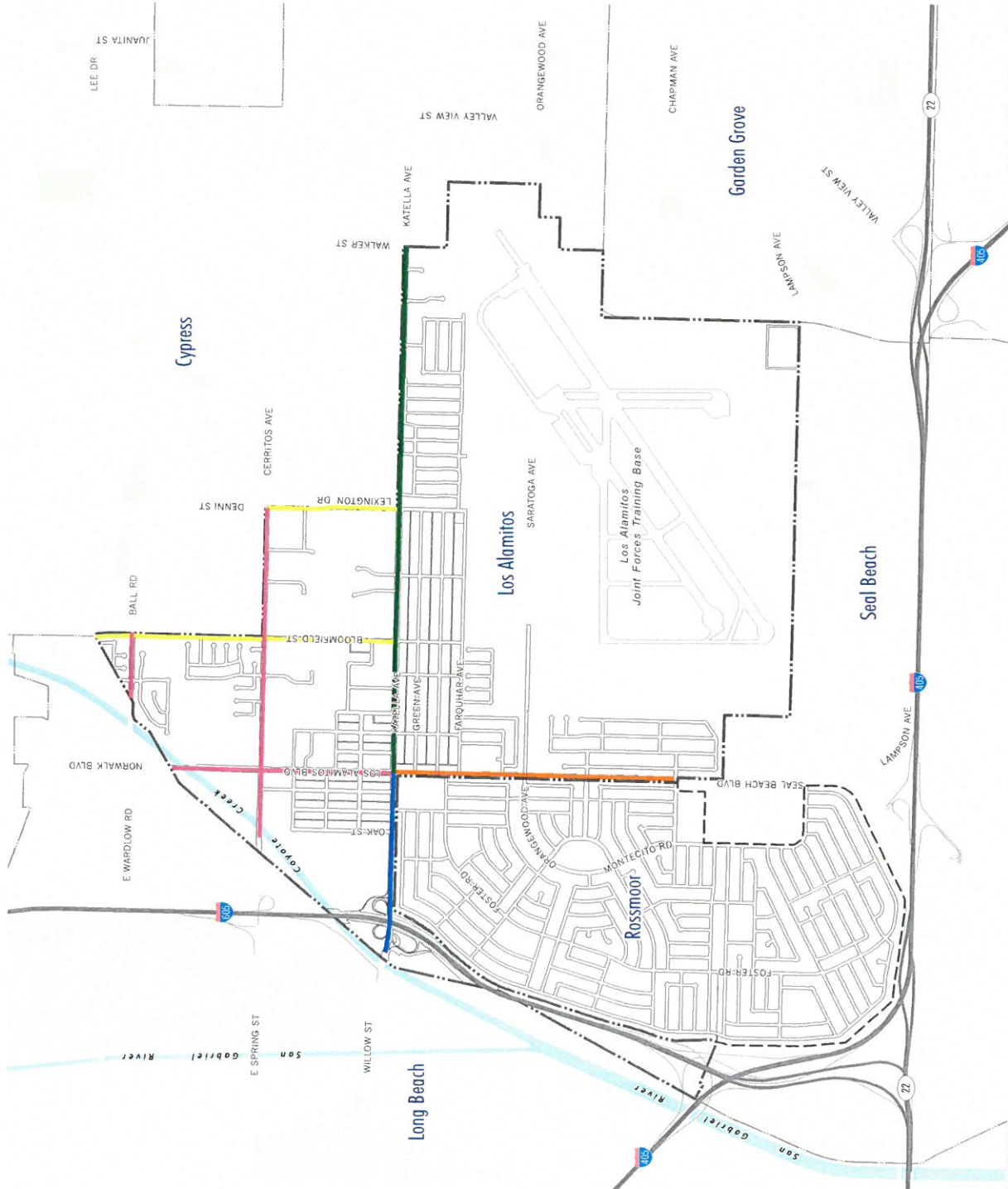
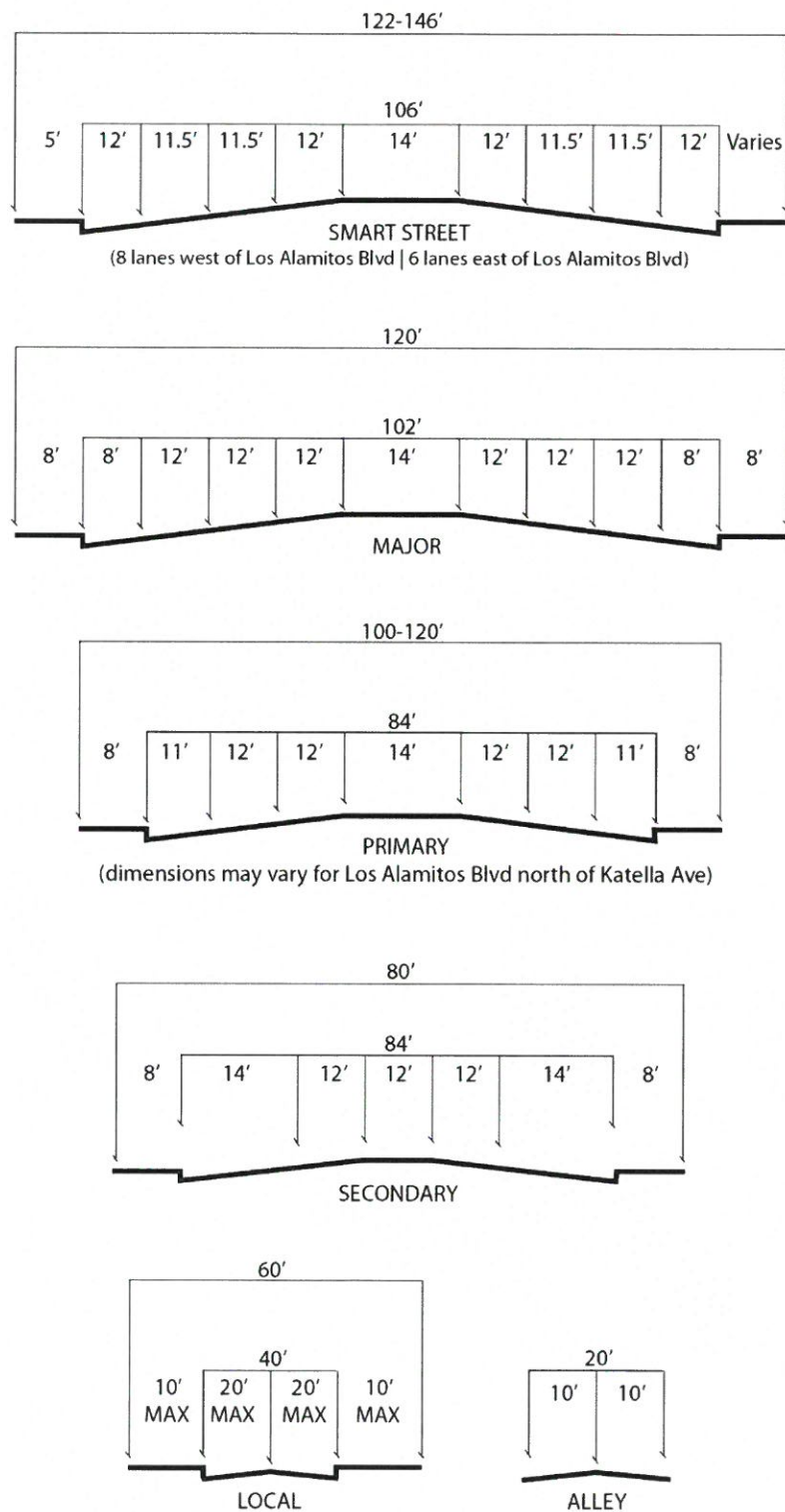


Figure 7. Arterial Highway Classifications: Typical Midblock Street Sections



IX. TRAFFIC IMPACT FEES

All non-exempt developments which contribute measurable traffic to one or more of the GMP intersections as listed in Section VI shall be subject to the following minimum Traffic Impact Fees established by City Council or subsequently revised by City Council:

<u>LAND USE</u>	<u>IMPACT FEE</u>
RESIDENTIAL	\$ 317.55 per dwelling →
INDUSTRIAL	\$ 0.31 per square foot
OFFICE	\$ 0.87 per square foot
COMMERCIAL	\$ 3.36 per square foot

To insure that the developments causing the most congestion pay proportionately higher fees, the actual development fee charged will be determined as follows:

$$FEE = (UNIT FEE) \times (NO. OF UNITS) \times (1 + PERCENT INCREASE IN ICU^2)$$

For example, a single family residential development of 35 units which increases the ICU at a GMP intersection from its baseline value of 0.82 to 0.93 (a 13% increase) would pay a fee of

$$\$317.55 \times (35) \times (1 + 0.13) = \$12,559$$

General office development of 10,000 square feet which increases the ICU at a GMP intersection from its baseline value of 0.77 to 0.90 (a 17% increase) would pay a fee of

$$\$0.87 \times (10,000) \times (1 + 0.17) = 10,179$$

Fees collected above will be utilized for any future transportation project appearing on the Seven Year Capital Improvement Program.

In addition to the fees outlined above, all non-exempt developments which contribute measurable traffic to one or more of the intersections of the Deficient Intersection List as listed in Section VII shall be subject to a fee as determined by applying the formula listed in that section.

² Both the AM and PM ICU shall be calculated and the higher of the two shall govern. If more than one GMP intersection is affected, the increase in ICU will be determined by the higher intersection.

RESOLUTION NO. 2023-14

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

WHEREAS, the City of los Alamitos is required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and,

WHEREAS, the City of los Alamitos is required to adopt and update a Pavement Management Plan (PMP), using the required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and,

WHEREAS, the City of los Alamitos is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

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 Pavement Management Plan is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines, attached hereto as Exhibit "A".

SECTION 3. The City hereby adopts a Pavement Management Plan and has provided an updated PMP report, using the required format, to OCTA.

SECTION 4. The City Engineer or designee is hereby authorized to sign the Pavement Management Plan certification form.

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

PASSED, APPROVED, and ADOPTED this 20th day of June 2023.

Tanya Doby, 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 20th day of June, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS

PAVEMENT MANAGEMENT PROGRAM

Residential & Arterial Streets 2023

PREPARED BY:



PREPARED FOR:

Public Works Department

Christopher Kelley, P.E.
City Engineer

CITY OF LOS ALAMITOS

PAVEMENT MANAGEMENT PROGRAM

2023

EXECUTIVE SUMMARY:

In response to the need to protect the City's large capital investment in streets, the City of Los Alamitos retained Willdan to update the City's Pavement Management Program (PMP). This report represents the results of that work effort. As part of the development of the PMP update, a visual walking survey of the arterial and residential pavement network was conducted in April 2023 to assess the existing surface condition of each individual pavement segment. Upon completion of this walking survey, distress data was uploaded to MicroPaver and a Pavement Condition Index (PCI) rating was calculated for each segment to reflect the overall pavement condition.

The City of Los Alamitos pavement network is generally in fair to good condition with an overall average PCI of 73 (rounded). Taken separately, the MPAH streets in Los Alamitos are calculated to have a weighted average PCI of 64, with the remaining local streets currently average PCI of 80. The arterial street network is in much worse condition than the residential streets; which is to be expected as there tend to be more stresses and loads on arterials streets.

The following table summarizes the statistics of the Los Alamitos PMP. The pavement condition analysis and treatment strategy assignment results in an identified backlog of street rehabilitation at \$12.2 Million, using PCI solely for strategy assignments. A listing of street segments which comprises the City of Los Alamitos street network along with the corresponding pavement rating, street classification, treatment strategy and associated cost is provides in Appendix 1 attached to this report.

<u>OVERALL INVENTORY</u>				<u>TOTAL REPLACEMENT COSTS</u>			
	<u>Total Areas SF</u>	<u>Length (in miles)</u>		<u>Cost per SF</u>	<u>Total</u>		
Local Streets	3,948,426	21.00		\$ 6.00	\$ 23,690,556		
MPAH	3,213,200	11.74		\$ 9.00	\$ 28,918,800		
All Roadways	7,161,626	32.7			\$ 52,609,356		
<u>MAJOR MAINTENANCE INVENTORY</u>				<u>PREVENTATIVE MAINTENANCE INVENTORY</u>			
	<u>Total Costs</u>	<u>Length (in miles)</u>	<u>% of Total</u>		<u>Total Costs</u>	<u>Length (in miles)</u>	<u>% of Total</u>
Local Streets	\$ 3,244,472	6.14	29.3%	Local Streets	\$ 185,810	1.96	9.3%
MPAH	\$ 8,957,204	10.02	85.4%	MPAH	\$ 132,725	1.09	9.3%
All Roadways	\$ 12,201,676	16.17	49.4%	All Roadways	\$ 318,535	3.05	9.3%

Budget needs analyses were conducted and it was identified that an annual budget of \$1.75M over the next seven years would maintain the current average PCI. Increasing the annual budget to \$2M annual would result in a 5 point increase at the end of year seven. Due to available funding constraints, the City is budgeting roughly \$1.3M annually (\$9.1M over 7 years) to pavement projects.

In conformance with OCTA requirements, a strategy has been developed to reduce the backlog of arterial street preservation work over the next 7 years to the greatest degree possible within the City's budgetary parameters. The seven year pavement management plan is included in Appendix 2 of this report.

CURRENT CONDITIONS:

The PCI is the conventional overall deterioration index provided in conformance with standard protocols of the U.S. Army Corps of Engineers (USACOE), which is the basis of the MicroPaver system that was adopted by the Orange County Transportation Authority (OCTA) for use in the Countywide Pavement Management Program Guidelines (December 2012).

The following table provides PCI ranges, along with corresponding standards for treatments that are suggested, however not required, for existing pavement conditions per the OCTA's Countywide Pavement Management Program Guidelines:

Table 1.1: Pavement Condition Index Qualitative Scale

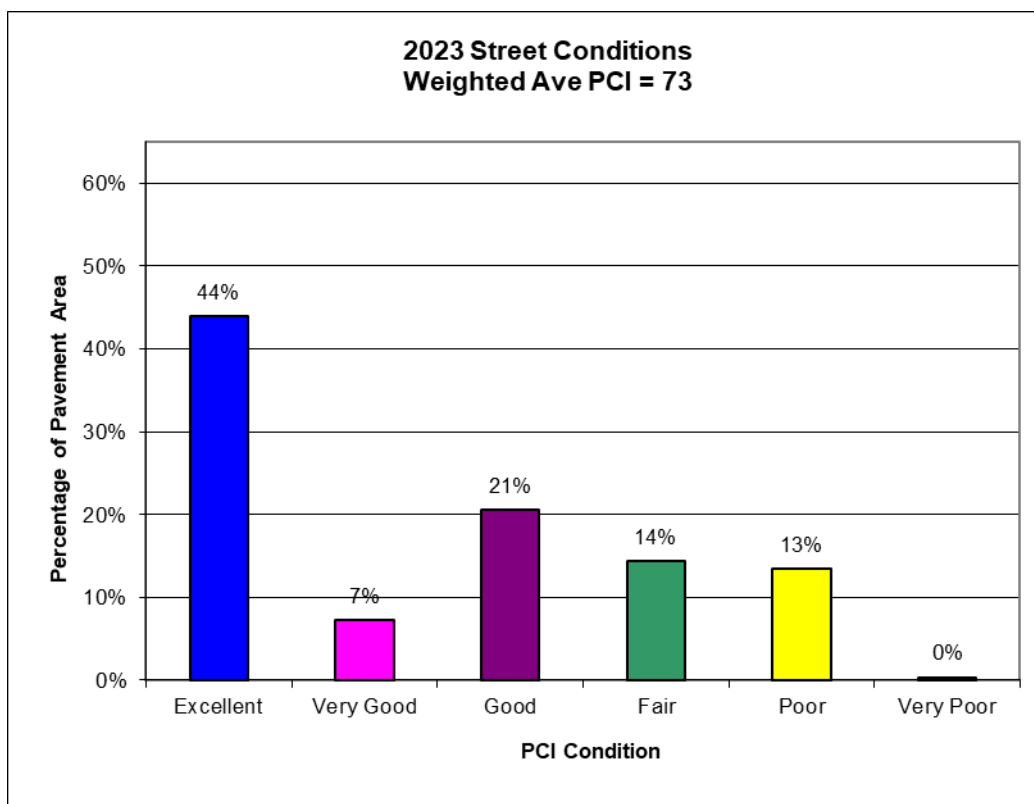
Pavement Quality	Threshold	Treatment
Excellent	100	None
Very Good	86 – 99	None
Good	75 – 85	Slurry Seal
Fair	60 – 74	Thin Overlay
Poor	41 – 59	Thick Overlay
Very Poor	0 – 40	Reconstruction

The Guidelines acknowledge that these standards for treatments are only intended to identify the types of treatments that OCTA will fund under the competitive grant program only, and are in no way to be construed as prescriptive. Local agencies are encouraged to choose appropriate treatments based on current technologies. For the Los Alamitos PMP, treatment strategies include overlay and slurry seals being applied taking into account the PCI ascertained using MicroPaver and processing distress data collected from the walking street survey.

A graph of the PCI groupings for the City of Los Alamitos streets is shown on the next page. The current overall average PCI is 73, which is considered “Fair” under the OCTA standard rankings. A PCI of 73 is considered a desirable level for an average PCI of street pavements, as most cities in Southern California are near 60 and consider that to be a reasonable level. Taken separately, the current weighted average PCI for MPAH streets is at 64 and the remaining local streets are at 80, based on the results of the 2023 survey. It should be noted that previous reports had PCI values based on windshield surveys, which tend to report lighter distress quantities due to the nature of the observation. The walking survey provides more accurate distress quantity data, which has resulted in a significant reduction in the PCI average from the prior reporting period.

**City of Los Alamitos
PCI Average Summary Table**

Fiscal Year	Entire Network Weighted Ave PCI	MPAH Network Weighted Ave PCI	Local Network Weighted Ave PCI
2022-2023 (Current)	73	64	80

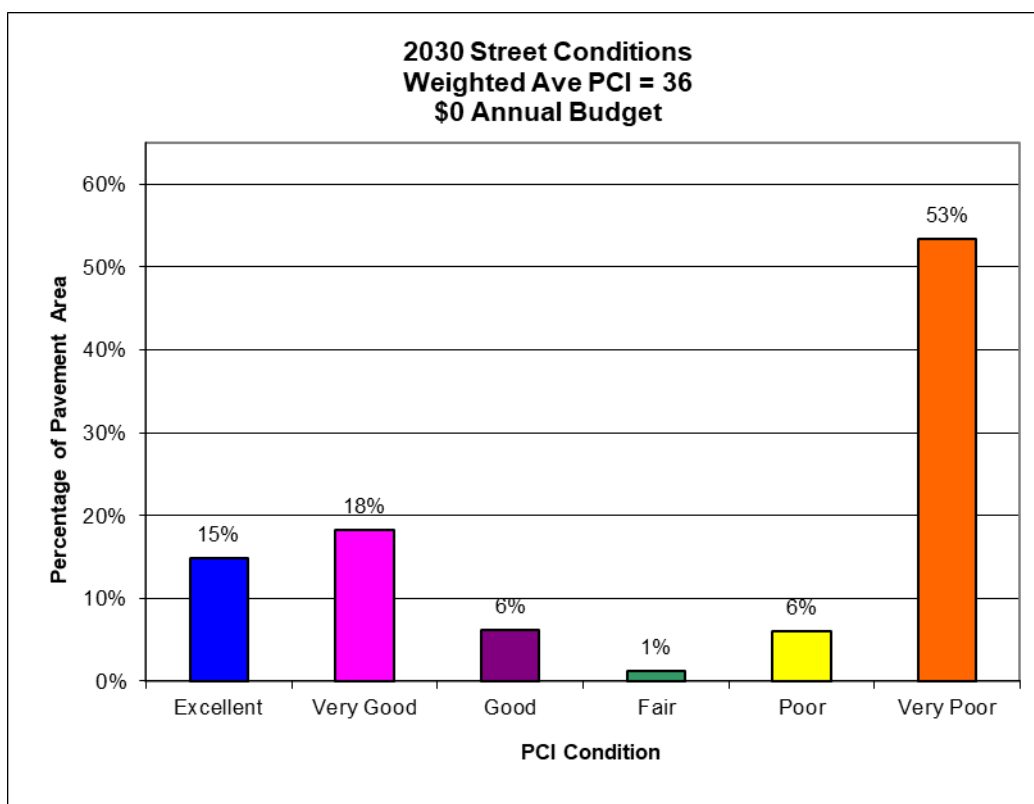


2023 Street Conditions PCI Values

PCI Condition	Percentage of Pavement Area
Excellent (PCI = 100)	44%
Very Good (PCI = 86-99)	7%
Good (PCI = 75-85)	21%
Fair (PCI = 60-74)	14%
Poor (PCI = 41-59)	13%
Very Poor (PCI = 0-40)	0%

PROJECTED PCI:

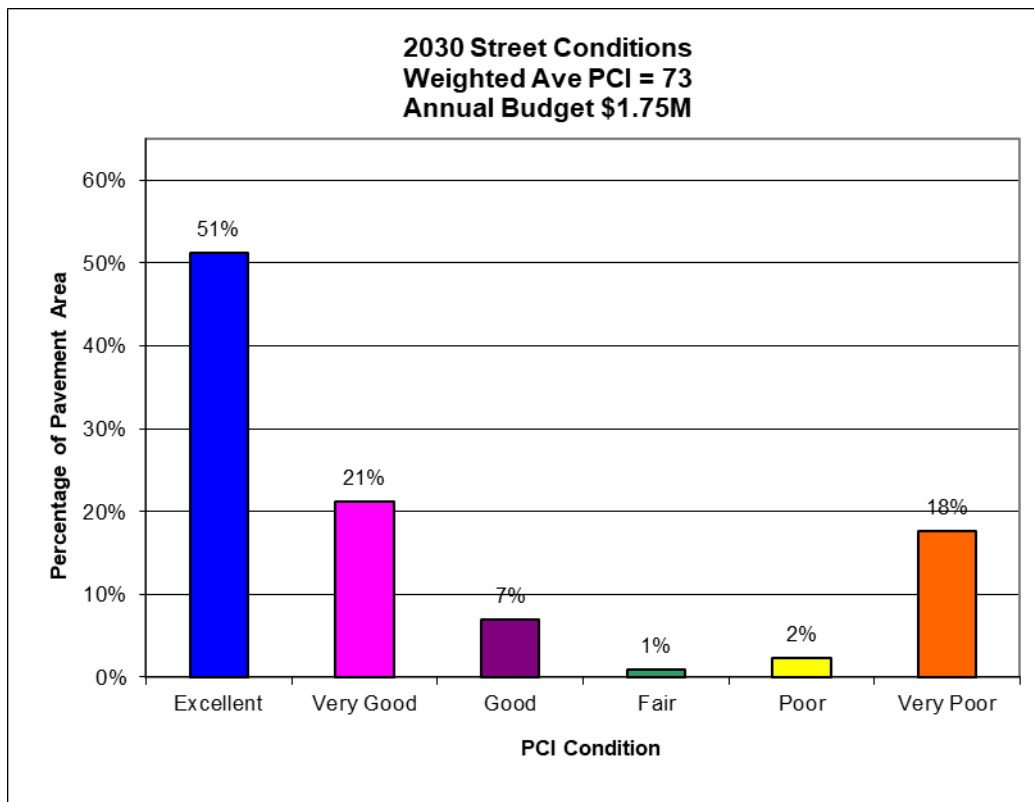
Different funding scenarios were applied across the pavement network to ascertain projected PCI weighted averages based on different funding levels. The following chart represents the projected PCI distribution after seven years, if no money is budgeted for street work. This provides a visual of why funding ongoing street rehabilitation and maintenance programs are essential to protecting the City's the street network.



2028 Street Conditions (\$0 Budget) PCI Values

PCI Condition	Percentage of Pavement Area
Excellent (PCI = 100)	15%
Very Good (PCI = 86-99)	18%
Good (PCI = 75-85)	6%
Fair (PCI = 60-74)	1%
Poor (PCI = 41-59)	6%
Very Poor (PCI = 0-40)	53%

An iterative process of applying different funding allocations and annual budget amounts was conducted to identify the “break-even point” for maintaining today’s average PCI over the next seven years. The following chart depicts the results of applying an \$1.75M annual budget to street projects:



2028 Street Conditions (\$1.75M Budget) PCI Values

PCI Condition	Percentage of Pavement Area
Excellent (PCI = 100)	51%
Very Good (PCI = 86-99)	21%
Good (PCI = 75-85)	7%
Fair (PCI = 60-74)	1%
Poor (PCI = 41-59)	2%
Very Poor (PCI = 0-40)	18%

Therefore, a minimum funding level of \$1.75M annual is identified as that which is necessary to maintain the existing average network PCI over the next seven years. In addition, it was identified that a funding level of \$2M annual will cause the PCI to increase by 5 points over the next seven years.

7- Year Budget Summary

Amount	Scenario	Calculation
\$9.1 Million	Current	\$1.3M * 7 Years
\$12.25 Million	Maintain	\$1.75M * 7 Years
\$14 Million	Improve	\$2M * 7 Years

The City is budgeted to spend between \$1M and \$1.5M annually for arterial and residential street projects. Using a \$1.3M annual funding level results in the following project average PCI for the next seven years:

Fiscal Year	Plan Year	Entire Network Weighted Ave PCI (\$1.3M)	MPAH Network Weighted Ave PCI (\$1.3M)	Local Network Weighted Ave PCI (\$1.3M)	Entire Network Weighted Ave PCI (\$2M)
2022-2023 (Current)	0	73	64	80	73
2023-2024	1	76	69	85	77
2024-2025	2	74	67	88	77
2025-2026	3	71	65	90	77
2026-2027	4	69	63	92	77
2027-2028	5	67	63	93	77
2028-2029	6	65	63	91	77
2029-2030	7	64	64	90	78

SUMMARY RESULTS:

The following table summarizes the statistics of the Los Alamitos PMP. The pavement condition analysis and treatment strategy assignment results in an identified backlog of street rehabilitation at \$12.2 Million, using PCI solely for strategy assignments. A listing of street segments which comprises the City of Los Alamitos arterial street network along with the corresponding pavement rating, street classification, treatment strategy and associated cost is provide in Appendix 1 attached to this report.

<u>OVERALL INVENTORY</u>				<u>TOTAL REPLACEMENT COSTS</u>			
	Total Areas SF	Length (in miles)		Cost per SF	Total		
Local Streets	3,948,426	21.00		\$ 6.00	\$ 23,690,556		
MPAH	3,213,200	11.74		\$ 9.00	\$ 28,918,800		
All Roadways	7,161,626	32.7			\$ 52,609,356		
<u>MAJOR MAINTENANCE INVENTORY</u>				<u>PREVENTATIVE MAINTENANCE INVENTORY</u>			
	Total Costs	Length (in miles)	% of Total		Total Costs	Length (in miles)	% of Total
Local Streets	\$ 3,244,472	6.14	29.3%	Local Streets	\$ 185,810	1.96	9.3%
MPAH	\$ 8,957,204	10.02	85.4%	MPAH	\$ 132,725	1.09	9.3%
All Roadways	\$ 12,201,676	16.17	49.4%	All Roadways	\$ 318,535	3.05	9.3%

In conformance with OCTA requirements, a strategy has been developed to reduce the backlog of arterial street preservation work over the next 7 years to the greatest degree possible within the City's budgetary parameters. The seven year pavement management plan is included in Appendix 2 of this report.

CONCLUSIONS

The City of Los Alamitos street network is in "Fair" condition with an overall average PCI of 73. The local street network is in better overall condition than the arterial streets; but the City's overall street network continues to improve year after year with the annual budget that prioritizes street maintenance and resurfacing.

The backlog of major and minor maintenance for the entire street network is estimated at just over \$12.2M at this time. A projection of various budget plans resulted in identification of an \$1.75M dollar annual budget for maintaining average PCI about the same over the next seven years. At the current funding levels, it is estimated that the PCI will gradually decline over the next seven years. Additionally, a funding level of \$2M will increase the PCI over the next 7 years by raising the average PCI by 5 points.

An alphabetic listing of the overall street network is provided in Appendix 1 to this report. The recommended seven year pavement management plan is provided in Appendix 2 to this report. The required PMP Certification is provided in Appendix 3 to this report. The Quality Control/Quality Assurance Plan for this endeavor is provided in Appendix 4 to this report. The backlog by year of unfunded rehabilitation and maintenance is included in Appendix 5 to this report.

APPENDIX 1

LOS ALAMITOS 2023 PMP

OVERALL LIST OF STREETS

LOS ALAMITOS 2023 PMP
OVERALL LIST OF STREETS

Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class	Date Inspected
40	Antietam Ave	Bennington St	Mindora St	1,004	32	2	32,128	100	None	\$0	E	Local	12/1/2022
41	Apollo Cir	Lunar Dr	E END	350	21	2	7,350	58	Thin Overlay	\$14,700	E	Local	12/1/2022
1	Ball Road	Bloomfield St W/S	W City Limits	1,245	80	4	99,600	99	None	\$0	A	MPAH	12/1/2022
42	Barbi Ln	N CDS	Denwood Ave	473	32	2	15,136	100	None	\$0	E	Local	12/1/2022
45	Bennington St	Antietam Ave	Howard Ave	766	32	2	24,512	100	None	\$0	E	Local	12/1/2022
4	Bloomfield St	N City Limit	Cerritos Ave N/S	3,315	65	4	215,475	67	Thin Overlay	\$560,235	B	MPAH	12/1/2022
2	Bloomfield St	Katella Ave	Farquhar Ave	1,250	32	2	40,000	100	None	\$0	B	MPAH	12/1/2022
3	Bloomfield St	Ceritos Ave S/S	Katella Ave N/S	2,530	60	5	151,800	35	Thick Overlay	\$531,300	B	MPAH	12/1/2022
263	Bradbury Rd	Pine St	Cherry St	610	32	2	19,520	96	None	\$0	E	Local	12/1/2022
5	Bradbury Rd	Los Alamitos Blvd	Pine St	460	48	2	22,080	67	Slurry	\$11,040	C	Local	12/1/2022
52	Bunkerhill Dr	Katella Frontage Rd	Howard Ave	1,117	32	2	35,744	71	Slurry	\$17,872	E	Local	12/1/2022
272	Calle Lee	Cerritos Ave	SW CDS	910	36	2	36,283	37	Thick Overlay	\$126,991	B	MPAH	12/1/2022
54	Carlsbad Cir	W END	Satellite Dr	352	21	2	7,392	45	Thick Overlay	\$22,176	E	Local	12/1/2022
61	Catalina St	Reagan St	Cherry St	395	33	2	13,035	61	Thin Overlay	\$26,070	E	Local	12/1/2022
59	Catalina St	Walnut St	Chestnut St	395	33	2	13,035	30	Thick Overlay	\$39,105	E	Local	12/1/2022
264	Catalina St	Cherry St	Kyle St	985	32	2	31,520	44	Thick Overlay	\$94,560	E	Local	12/1/2022
56	Catalina St	Chestnut St	Los Alamitos Blvd	306	36	2	11,016	56	Thin Overlay	\$22,032	E	Local	12/1/2022
57	Catalina St	Los Alamitos Blvd	Reagan St	847	33	2	27,951	63	Thin Overlay	\$55,902	E	Local	12/1/2022
60	Catalina St	Oak St	Walnut St	425	33	2	14,025	37	Thick Overlay	\$42,075	E	Local	12/1/2022
9	Cerritos Ave	Los Alamitos Blvd E/S	Bloomfield St E/S	2,615	80	5	209,200	13	Reconstruct	\$1,150,600	A	MPAH	12/1/2022
289	Cerritos Ave	Santa Clara St W/S	Lexington Dr W/S	1,115	80	4	89,200	100	None	\$0	A	MPAH	12/1/2022
6	Cerritos Ave	W City Limit	Los Alamitos Blvd E/S	1,685	74	4	124,690	34	Thick Overlay	\$436,415	A	MPAH	12/1/2022
8	Cerritos Ave	Bloomfield St E/S	Santa Clara St W/S	1,450	80	3	116,000	64	Thin Overlay	\$301,600	A	MPAH	12/1/2022
63	Cherry St	Catalina St	Katella Ave	1,165	53	2	61,745	100	None	\$0	E	Local	12/1/2022
64	Cherry St	N CDS	Kempton Dr	2,403	32	2	80,966	93	None	\$0	E	Local	12/1/2022
62	Cherry St	Farquhar Ave	Thor Ave	1,129	33	2	37,257	100	None	\$0	E	Local	12/1/2022
287	Chestnut St	Florista St	320' s/o Florista St	475	42	2	19,950	98	None	\$0	E	Local	12/1/2022
66	Chestnut St	Cerritos Ave	Catalina St	1,346	33	2	44,418	36	Thick Overlay	\$133,254	E	Local	12/1/2022
65	Chestnut St	Catalina St	Florista St	621	42	2	26,082	34	Thick Overlay	\$78,246	E	Local	12/1/2022
288	Chestnut St	320' s/o Florista St	Katella Ave	215	42	2	9,030	95	None	\$0	E	Local	12/1/2022
273	Corporate Center	Calle Lee	Lexington Dr	890	36	2	32,040	37	Thick Overlay	\$112,140	B	MPAH	12/1/2022
75	Del Norte Way	Cerritos Ave	N CDS	477	33	2	19,924	100	None	\$0	E	Local	12/1/2022
77	Denwood Ave	Rochelle St	Kelly Ln	1,218	32	2	38,976	100	None	\$0	E	Local	12/1/2022
79	El Dorado Way	N CDS	San Joaquin Ave	293	33	2	13,852	100	None	\$0	E	Local	12/1/2022
81	Enterprise Dr	Katella Ave	Green Ave	293	35	2	10,255	80	Slurry	\$5,128	E	Local	12/1/2022
80	Enterprise Dr	Green Ave	Howard Ave	910	35	2	31,850	95	None	\$0	E	Local	12/1/2022
260	Enterprise Dr	Howard Ave	S END	149	35	2	5,215	87	None	\$0	E	Local	12/1/2022
82	Essex Dr	Green Ave	Howard Ave	910	35	2	31,850	71	Slurry	\$15,925	E	Local	12/1/2022
83	Farnham Ave	N City Limit	Kinmount St	333	32	2	10,656	88	None	\$0	E	Local	12/1/2022
10	Farquhar Ave	Lexington Dr W/S	Bloomfield St E/S	2,575	35	2	90,125	56	Thin Overlay	\$180,250	C	Local	12/1/2022
11	Farquhar Ave	Bloomfield St E/S	Los Alamitos Blvd E/S	2,600	35	2	91,000	100	None	\$0	C	Local	12/1/2022
84	Fenley Dr	W CDS	Kaylor Ave	1,248	32	2	44,119	100	None	\$0	E	Local	12/1/2022
90	Florista St	Pine St	Alley	180	48	2	8,640	100	None	\$0	E	Local	12/1/2022
265	Florista St	Kyle St	Bloomfield St	475	36	2	17,100	41	Thick Overlay	\$51,300	E	Local	12/1/2022

LOS ALAMITOS 2023 PMP
OVERALL LIST OF STREETS

Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class	Date Inspected
91	Florista St	Reagan St	Cherry St	425	53	2	22,525	100	None	\$0	E	Local	12/1/2022
12	Florista St	Oak St	Los Alamitos Blvd	1,100	52	2	57,200	62	Thin Overlay	\$114,400	C	Local	12/1/2022
284	Florista St	Los Alamitos Blvd	Pine St	340	45	2	15,300	100	None	\$0	E	Local	12/1/2022
283	Florista St	Alley	Reagon St	180	53	2	9,540	100	None	\$0	E	Local	12/1/2022
97	Glacier Cir	Olympic Dr	S END	255	21	2	5,355	46	Thick Overlay	\$16,065	E	Local	12/1/2022
102	Green Ave	Maple St	Bloomfield St	670	33	2	22,110	45	Thick Overlay	\$66,330	E	Local	12/1/2022
101	Green Ave	Noel St	Lexington Dr	1,306	33	2	43,098	54	Thin Overlay	\$86,196	E	Local	12/1/2022
100	Green Ave	Reagan St	Maple St	1,185	33	2	39,105	45	Thick Overlay	\$117,315	E	Local	12/1/2022
99	Green Ave	Saratoga Dr	Midway Dr	1,185	35	2	41,475	74	Slurry	\$20,738	E	Local	12/1/2022
98	Green Ave	Bloomfield St	Noel St	1,337	33	2	44,121	54	Thin Overlay	\$88,242	E	Local	12/1/2022
103	Green Ave	Los Alamitos Blvd	Reagan St	786	33	2	25,938	54	Thin Overlay	\$51,876	E	Local	12/1/2022
104	Green Ave	Midway Dr	Ticonderoga Dr	273	34	2	9,282	79	Slurry	\$4,641	E	Local	12/1/2022
106	Harrisburg Rd	Los Alamitos Blvd	Reagan St	953	33	2	31,449	100	None	\$0	E	Local	12/1/2022
108	Holden Cir	Fenley Dr	NE CDS	513	32	2	21,566	100	None	\$0	E	Local	12/1/2022
280	Howard Ave	Ticonderoga Dr	Bennington St	1,100	32	2	35,200	93	None	\$0	E	Local	12/1/2022
110	Howard Ave	Maple St	Bloomfield St	669	33	2	22,077	41	Thick Overlay	\$66,231	E	Local	12/1/2022
116	Howard Ave	Bennington St	E END	1,246	32	2	39,872	100	None	\$0	E	Local	12/1/2022
111	Howard Ave	Lexington Dr	Enterprise Dr	1,157	35	2	40,495	71	Slurry	\$20,248	E	Local	12/1/2022
114	Howard Ave	Noel St	Lexington Dr	1,306	33	2	43,098	100	None	\$0	E	Local	12/1/2022
112	Howard Ave	Reagan St	Maple St	1,185	33	2	39,105	100	None	\$0	E	Local	12/1/2022
115	Howard Ave	Bloomfield St	Noel St	1,337	33	2	44,121	49	Thick Overlay	\$132,363	E	Local	12/1/2022
117	Howard Ave	Los Alamitos Blvd	Reagan St	788	33	2	26,004	49	Thick Overlay	\$78,012	E	Local	12/1/2022
113	Howard Ave	Enterprise Dr	Ticonderoga Dr	625	35	2	21,875	96	None	\$0	E	Local	12/1/2022
120	Humbolt St	San Joaquin Way	Cerritos Ave	218	37	2	8,066	100	None	\$0	E	Local	12/1/2022
118	Humbolt St	Myra Ave	San Joaquin Way	1,277	37	2	47,249	100	None	\$0	E	Local	12/1/2022
274	Humbolt St	Cerritos Ave	SE CDS	1,200	40	2	51,847	56	Thin Overlay	\$103,694	E	Local	12/1/2022
122	Interior Cir	Lampson Frontage Rd	N END	230	21	2	4,830	47	Thick Overlay	\$14,490	E	Local	12/1/2022
13	Katella Ave EB	Lexington Dr E/S	150' w/o Bunkerhill Dr	2,600	37	3	96,200	12	Reconstruct	\$529,100	B	MPAH	12/1/2022
21	Katella Ave EB	150' w/o Bunkerhill Dr	275' W/Walker St	2,305	43	3	99,115	62	Thin Overlay	\$257,699	B	MPAH	12/1/2022
16	Katella Ave EB	Los Alamitos Blvd E/S	Bloomfield St E/S	2,680	41	3	109,880	49	Thick Overlay	\$384,580	B	MPAH	12/1/2022
18	Katella Ave EB	Bloomfield St E/S	Lexington Dr E/S	2,645	42	3	111,090	67	Thin Overlay	\$288,834	B	MPAH	12/1/2022
14	Katella Ave EB	I-605 Off Ramp	Los Alamitos Blvd W/S	2,650	45	4	119,250	65	Thin Overlay	\$310,050	B	MPAH	12/1/2022
22	Katella Ave WB	275' W/Walker St	150' w/o Bunkerhill Dr	2,305	43	3	99,115	58	Thick Overlay	\$346,903	B	MPAH	12/1/2022
285	Katella Ave WB	210' w/o Chestnut St	185' e/o Walnut St	365	44	3	16,060	100	None	\$0	B	MPAH	12/1/2022
286	Katella Ave WB	Los Alamitos Blvd W/S	210' w/o Chestnut St	185	44	3	8,140	100	None	\$0	B	MPAH	12/1/2022
24	Katella Ave WB	Lexington Dr E/S	Bloomfield St E/S	2,645	42	3	111,090	30	Thick Overlay	\$388,815	B	MPAH	12/1/2022
15	Katella Ave WB	185' e/o Walnut St	I-605 On Ramp	2,050	44	3	90,200	67	Thin Overlay	\$234,520	B	MPAH	12/1/2022
19	Katella Ave WB	Siboney St E/S	Lexington Dr E/S	3,265	33	3	107,745	16	Reconstruct	\$592,598	B	MPAH	12/1/2022
17	Katella Ave WB	Bloomfield St E/S	Los Alamitos Blvd E/S	2,680	40	3	107,200	46	Thick Overlay	\$375,200	B	MPAH	12/1/2022
259	Katella Frontage Rd	Ticonderoga Dr	E END	898	30	2	26,940	93	None	\$0	E	Local	12/1/2022
126	Kaylor Ave	Toland Cir	Fenley Dr	509	37	2	18,833	100	None	\$0	E	Local	12/1/2022
124	Kaylor Ave	Ball Rd	North City Limit	257	32	2	8,224	99	None	\$0	E	Local	12/1/2022
125	Kaylor Ave	Ball Rd	Toland Cir	143	37	2	5,291	100	None	\$0	E	Local	12/1/2022
266	Kaylor St	Catalina St	Katella Ave	910	36	2	32,760	100	None	\$0	E	Local	12/1/2022

LOS ALAMITOS 2023 PMP
OVERALL LIST OF STREETS

Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class	Date Inspected
128	Kearsarge Ave	Bennington St	Mindora St	1,033	32	2	33,056	100	None	\$0	E	Local	12/1/2022
129	Kelly Ln	N CDS	Denwood Ave	509	32	2	16,288	100	None	\$0	E	Local	12/1/2022
130	Kempton Dr	Paseo Bonita	Cherry St	1,007	32	2	32,224	92	None	\$0	E	Local	12/1/2022
131	Kings St	Myra Ave	San Mateo Ave	1,112	37	2	41,144	100	None	\$0	E	Local	12/1/2022
132	Kinmount St	Maple St	Farnham Ave	579	32	2	18,528	99	None	\$0	E	Local	12/1/2022
267	Kyle St	Catalina St	Florista St	480	36	2	17,280	66	Slurry	\$8,640	E	Local	12/1/2022
135	Kyle St	Kinmount St	S CDS	146	32	2	9,696	99	None	\$0	E	Local	12/1/2022
136	La Colmena Way	Pine St	E CDS	638	32	2	24,485	94	None	\$0	E	Local	12/1/2022
261	Lampson Frontage Rd	Lunar Dr	Satellite Dr	815	29	2	23,635	100	None	\$0	E	Local	12/1/2022
138	Langley Dr	Green Ave	Howard Ave	947	35	2	33,145	71	Slurry	\$16,573	E	Local	12/1/2022
140	Lassen St	N CDS	San Joaquin Way	220	33	2	11,914	100	None	\$0	E	Local	12/1/2022
25	Lexington Dr	Katella Ave S/S	Farquhar Ave	1,300	60	3	78,000	66	Thin Overlay	\$202,800	B	MPAH	12/1/2022
275	Lexington Dr	Cerritos Ave	S END	1,275	26	2	33,150	22	Reconstruct	\$182,325	B	MPAH	12/1/2022
149	Linda Way	N CDS	Denwood Ave	510	32	2	16,320	100	None	\$0	E	Local	12/1/2022
33	Los Alamitos Blvd	1300' N/O Cerritos Ave	Cerritos Ave	1,300	84	4	109,102	74	Thin Overlay	\$283,665	B	MPAH	12/1/2022
32	Los Alamitos Blvd N/B	N City Limit	450' S/O N City Limit	450	47	3	21,150	100	None	\$0	B	MPAH	12/1/2022
291	Los Alamitos Blvd N/B	Katella Ave	Cerritos Ave	2,520	47	5	118,440	76	Slurry	\$59,220	B	MPAH	12/1/2022
30	Los Alamitos Blvd N/B	Rossmoor Way	Farquhar Ave	2,520	45	3	113,400	59	Thick Overlay	\$396,900	B	MPAH	12/1/2022
293	Los Alamitos Blvd N/B	Katella Ave	Florista St	650	47	5	30,550	76	Slurry	\$15,275	B	MPAH	12/1/2022
28	Los Alamitos Blvd N/B	Farquhar Ave	Katella Ave	1,235	47	3	58,045	95	None	\$0	B	MPAH	12/1/2022
35	Los Alamitos Blvd N/B	Bradbury Rd	Rossmoor Way	1,775	37	3	65,675	50	Thick Overlay	\$229,863	B	MPAH	12/1/2022
31	Los Alamitos Blvd S/B	Rossmoor Way	Bradbury Rd	1,775	38	3	67,450	49	Thick Overlay	\$236,075	B	MPAH	12/1/2022
27	Los Alamitos Blvd S/B	Katella Ave	Farquhar Ave	1,235	47	3	58,045	55	Thick Overlay	\$203,158	B	MPAH	12/1/2022
290	Los Alamitos Blvd S/B	Cerritos Ave	Florista St	1,938	45	5	87,210	75	Slurry	\$43,605	B	MPAH	12/1/2022
292	Los Alamitos Blvd S/B	Katella Ave	Katella Ave	650	45	5	29,250	75	Slurry	\$14,625	B	MPAH	12/1/2022
29	Los Alamitos Blvd S/B	Farquhar Ave	Rossmoor Way	2,520	45	3	113,400	71	Thin Overlay	\$294,840	B	MPAH	12/1/2022
276	Los Vaqueros	Cerritos Ave	SW CDS	960	36	2	38,517	57	Thin Overlay	\$77,034	E	Local	12/1/2022
151	Lunar Dr	Olympic Dr	Lampson Frontage Rd	568	29	2	16,472	100	None	\$0	E	Local	12/1/2022
153	Maple St	Farquhar Ave	Denwood Ave	691	32	2	22,112	100	None	\$0	E	Local	12/1/2022
152	Maple St	Katella Ave	Farquhar Ave	1,275	32	2	40,800	16	Reconstruct	\$224,400	E	Local	12/1/2022
154	Maple St	Kinmount St	S CDS	250	32	2	13,150	79	Slurry	\$6,575	E	Local	12/1/2022
156	Marion Ave	Kings St	E CDS	365	33	2	16,579	100	None	\$0	E	Local	12/1/2022
159	Midway Dr	Katella Ave	Green Ave	291	35	2	10,185	98	None	\$0	E	Local	12/1/2022
158	Midway Dr	Green Ave	Howard Ave	910	35	2	31,850	74	Slurry	\$15,925	E	Local	12/1/2022
160	Mindora St	Antietam Ave	Howard Ave	731	32	2	23,392	100	None	\$0	E	Local	12/1/2022
262	Monte Collins Way	END	Chestnut St	635	34	2	21,590	100	None	\$0	E	Local	12/1/2022
167	Myra Ave	Humbolt St	E CDS	703	33	2	27,733	100	None	\$0	E	Local	12/1/2022
168	Noel St	Katella Ave	Farquhar Ave	1,310	32	2	41,920	100	None	\$0	E	Local	12/1/2022
277	Noel St	NE CDS	Katella Ave	815	41	2	37,598	54	Thin Overlay	\$75,196	E	Local	12/1/2022
170	Oak St	Sausalito St	Catalina St	659	46	2	30,314	40	Thick Overlay	\$90,942	E	Local	12/1/2022
171	Oak St	Catalina St	Katella Ave	1,311	46	2	60,306	48	Thick Overlay	\$180,918	E	Local	12/1/2022
172	Olympic Dr	Lunar Dr	Satellite Dr	760	29	2	22,040	100	None	\$0	E	Local	12/1/2022
175	Orangewood Ave	Los Alamitos Blvd	E END	1,280	32	2	40,960	89	None	\$0	B	MPAH	12/1/2022
179	Paseo Bonita	Rossmoor Way	Bradbury Rd	1,747	32	2	55,904	90	None	\$0	E	Local	12/1/2022

LOS ALAMITOS 2023 PMP
OVERALL LIST OF STREETS

Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class	Date Inspected
177	Paseo Bonita	Bradbury Rd	Kempton Dr	801	32	2	25,632	95	None	\$0	E	Local	12/1/2022
178	Paseo Bonita	N CDS	Rossmoor Way	400	32	2	16,757	92	None	\$0	E	Local	12/1/2022
281	Pine St	Florista St	175' s/o Florista St	175	32	2	5,600	51	Thin Overlay	\$11,200	E	Local	12/1/2022
183	Pine St	Catalina St	Florista St	480	53	2	25,440	100	None	\$0	E	Local	12/1/2022
182	Pine St	Farquhar Ave	Harrisburg Ave	910	33	2	30,030	41	Thick Overlay	\$90,090	E	Local	12/1/2022
282	Pine St	175' s/o Florista St	Katella Ave	410	45	2	18,450	66	Slurry	\$9,225	E	Local	12/1/2022
181	Pine St	Rossmoor Way	Kempton	2,257	32	2	72,224	91	None	\$0	E	Local	12/1/2022
180	Pine St	La Colmena Way	Rossmoor Way	1,021	32	2	32,672	96	None	\$0	E	Local	12/1/2022
278	Portal Dr	NW CDS	Katella Ave	865	40	2	38,557	96	None	\$0	E	Local	12/1/2022
186	Rainier Cir	Lampson Frontage Rd	N END	230	21	2	4,830	38	Thick Overlay	\$14,490	E	Local	12/1/2022
187	Ranger Dr	Katella Frontage Rd	Howard Ave	1,105	32	2	35,360	91	None	\$0	E	Local	12/1/2022
194	Reagan St	Rossmoor Way	Bradbury Rd	1,019	32	2	32,608	99	None	\$0	E	Local	12/1/2022
268	Reagan St	Sausalito St	Catalina St	820	36	2	29,520	74	Slurry	\$14,760	E	Local	12/1/2022
193	Reagan St	Katella Ave	Farquhar Ave	1,311	32	2	41,952	17	Reconstruct	\$230,736	E	Local	12/1/2022
192	Reagan St	Farquhar Ave	Harrisburg Ave	837	33	2	27,621	100	None	\$0	E	Local	12/1/2022
188	Reagan St	Catalina St	Katella Ave	1,165	53	2	61,745	62	Thin Overlay	\$123,490	E	Local	12/1/2022
191	Reagan St	Bradbury Rd	Kempton Dr	1,238	32	2	39,616	96	None	\$0	E	Local	12/1/2022
190	Reagan St	La Colmena Way	Rossmoor Way	1,023	32	2	32,736	96	None	\$0	E	Local	12/1/2022
195	Rochelle St	Farquhar Ave	Denwood Ave	728	32	2	23,296	100	None	\$0	E	Local	12/1/2022
198	Rossmoor Way	Pine St	Cherry St	608	32	2	19,456	96	None	\$0	E	Local	12/1/2022
36	Rossmoor Way	Los Alamitos Blvd	Paseo Bonita	460	44	2	20,240	55	Thin Overlay	\$40,480	C	Local	12/1/2022
199	San Bonito Ave	Kings St	Bloomfield St	638	37	2	23,606	100	None	\$0	E	Local	12/1/2022
200	San Jaoquin St	El Dorado Way	Del Norte Way	246	33	2	8,118	100	None	\$0	E	Local	12/1/2022
201	San Jaoquin St	Humbolt St	E CDS	273	33	2	13,543	100	None	\$0	E	Local	12/1/2022
202	San Jaoquin St	Lassen St	Humbolt St	186	33	2	6,138	100	None	\$0	E	Local	12/1/2022
203	San Mateo Ave	Humbolt St	E CDS	610	33	2	24,664	100	None	\$0	E	Local	12/1/2022
211	Saratoga Dr	Katella Ave	Howard Ave	1,237	35	2	43,295	95	None	\$0	E	Local	12/1/2022
212	Satellite Dr	Olympic Dr	Lampson Frontage Rd	531	29	2	15,399	99	None	\$0	E	Local	12/1/2022
215	Sausalito St	Walnut St	Chestnut St	395	33	2	13,035	15	Reconstruct	\$71,693	E	Local	12/1/2022
270	Sausalito St	Reagan St	E END	400	26	2	10,400	100	None	\$0	E	Local	12/1/2022
216	Sausalito St	Chestnut St	Los Alamitos Blvd	308	33	2	10,164	66	Slurry	\$5,082	E	Local	12/1/2022
269	Sausalito St	Los Alamitos Blvd	Reagan St	770	32	2	24,640	46	Thick Overlay	\$73,920	E	Local	12/1/2022
213	Sausalito St	Oak St	Walnut St	425	33	2	14,025	12	Reconstruct	\$77,138	E	Local	12/1/2022
271	Serpentine Dr	Los Alamitos Blvd	Reagan St	840	32	2	26,880	71	Slurry	\$13,440	E	Local	12/1/2022
218	Shasta Ave	Kings St	E CDS	457	33	2	19,615	100	None	\$0	E	Local	12/1/2022
37	Siboney St	Antietam Ave N/S	Katella Ave S/S	400	36	2	14,400	100	None	\$0	C	Local	12/1/2022
223	Sierra Cir	N CDS	Cerritos Ave	293	33	2	13,738	100	None	\$0	E	Local	12/1/2022
225	Snark St	N END	Harrisburg Ave	112	33	2	3,696	64	Thin Overlay	\$7,392	E	Local	12/1/2022
224	Snark St	Harrisburg Rd	Thor Ave	218	33	2	7,194	95	None	\$0	E	Local	12/1/2022
226	Tarawa Dr	Katella Frontage Rd	Howard Ave	1,120	32	2	35,840	93	None	\$0	E	Local	12/1/2022
227	Thor Ave	Snark St	Cherry St	942	33	2	31,086	95	None	\$0	E	Local	12/1/2022
228	Ticonderoga Dr	Katella Ave	Howard Ave	1,262	32	2	40,384	93	None	\$0	E	Local	12/1/2022
229	Toland Ave	Fenley Dr	Kaylor Ave	1,225	33	2	40,425	100	None	\$0	E	Local	12/1/2022
230	Toland Cir	Kaylor Ave	E CDS	425	33	2	20,961	100	None	\$0	E	Local	12/1/2022

LOS ALAMITOS 2023 PMP
OVERALL LIST OF STREETS

Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class	Date Inspected
231	Tripoli Ave	Bennington St	Mindora St	1,064	32	2	34,048	100	None	\$0	E	Local	12/1/2022
279	Via El Mercado	Katella Ave	S CDS	335	46	2	19,479	88	None	\$0	E	Local	12/1/2022
235	Vicksburg Cir	Olympic Dr	S END	257	21	2	5,397	48	Thick Overlay	\$16,191	E	Local	12/1/2022
236	Vista De Ora	Reagan St	E CDS	397	32	2	16,773	97	None	\$0	E	Local	12/1/2022
237	Walnut ST	Sausalito St	Catalina St	656	33	2	21,648	36	Thick Overlay	\$64,944	E	Local	12/1/2022
238	Walnut ST	Catalina St	Florista ST	615	43	2	26,445	49	Thick Overlay	\$79,335	E	Local	12/1/2022
239	Walnut ST	Florista ST	Katella Ave N/S	586	56	2	32,816	89	None	\$0	E	Local	12/1/2022
38	Winners Cir	Katella Ave	S CDS	750	42	2	36,650	86	None	\$0	C	Local	12/1/2022

APPENDIX 2

LOS ALAMITOS 2023 PMP SEVEN YEAR PAVEMENT MANAGEMENT PLAN

LOS ALAMITOS 2023 PMP
SEVEN YEAR PAVEMENT MANAGEMENT PLAN
(MAJOR MAINTENANCE)

Fiscal Year	Section ID	Name	From	To	Length	Width	Lanes	True Area	PCI	Treatment	Cost	Section Rank	Functional Class
2023-24	13	Katella Ave EB	Lexington Dr E/S	150' w/o Bunkerhill Dr	2,600	37	3	96,200	12	Reconstruct	\$ 529,100	B	MPAH
2023-24	19	Katella Ave WB	Siboney St E/S	Lexington Dr E/S	3,265	33	3	107,745	16	Reconstruct	\$ 592,598	B	MPAH
2023-24	24	Katella Ave WB	Lexington Dr E/S	Bloomfield St E/S	2,645	42	3	111,090	30	Thick Overlay	\$ 388,815	B	MPAH
					Total Area (SF) =		315,035			Year 1 Budget: \$	1,510,513		
2024-25	9	Cerritos Ave	Los Alamitos Blvd E/S	Bloomfield St E/S	2,615	80	5	209,200	13	Reconstruct	\$ 1,150,600	A	MPAH
					Total Area (SF) =		209,200			Year 2 Budget: \$	1,150,600		
2025-26	213	Sausalito St	Oak St	Walnut St	425	33	2	14,025	12	Reconstruct	\$ 77,138	E	Local
2025-26	215	Sausalito St	Walnut St	Chestnut St	395	33	2	13,035	15	Reconstruct	\$ 71,693	E	Local
2025-26	152	Maple St	Katella Ave	Farquhar Ave	1,275	32	2	40,800	16	Reconstruct	\$ 224,400	E	Local
2025-26	193	Reagan St	Katella Ave	Farquhar Ave	1,311	32	2	41,952	17	Reconstruct	\$ 230,736	E	Local
2025-26	100	Green Ave	Reagan St	Maple St	1,185	33	2	39,105	45	Thick Overlay	\$ 117,315	E	Local
2025-26	171	Oak St	Catalina St	Katella Ave	1,311	46	2	60,306	48	Thick Overlay	\$ 180,918	E	Local
					Total Area (SF) =		209,223			Year 3 Budget: \$	902,199		
2026-27	275	Lexington Dr	Cerritos Ave	S END	1,275	26	2	33,150	22	Reconstruct	\$ 182,325	B	MPAH
2026-27	6	Cerritos Ave	W City Limit	Los Alamitos Blvd E/S	1,685	74	4	124,690	34	Thick Overlay	\$ 436,415	A	MPAH
2026-27	3	Bloomfield St	Ceritos Ave S/S	Katella Ave N/S	2,530	60	5	151,800	35	Thick Overlay	\$ 531,300	B	MPAH
					Total Area (SF) =		309,640			Year 4 Budget: \$	1,150,040		
2027-28	182	Pine St	Farquhar Ave	Harrisburg Ave	910	33	2	30,030	41	Thick Overlay	\$ 90,090	E	Local
2027-28	264	Catalina St	Cherry St	Kyle St	985	32	2	31,520	44	Thick Overlay	\$ 94,560	E	Local
2027-28	54	Carlsbad Cir	W END	Satellite Dr	352	21	2	7,392	45	Thick Overlay	\$ 22,176	E	Local
2027-28	59	Catalina St	Walnut St	Chestnut St	395	33	2	13,035	30	Thick Overlay	\$ 39,105	E	Local
2027-28	265	Florista St	Kyle St	Bloomfield St	475	36	2	17,100	41	Thick Overlay	\$ 51,300	E	Local
2027-28	110	Howard Ave	Maple St	Bloomfield St	669	33	2	22,077	41	Thick Overlay	\$ 66,231	E	Local
2027-28	110	Howard Ave	Maple St	Bloomfield St	669	33	2	22,077	41	Thick Overlay	\$ 66,231	E	Local
2027-28	65	Chestnut St	Catalina St	Florista St	621	42	2	26,082	34	Thick Overlay	\$ 78,246	E	Local
2027-28	66	Chestnut St	Cerritos Ave	Catalina St	1,346	33	2	44,418	36	Thick Overlay	\$ 133,254	E	Local
2027-28	237	Walnut ST	Sausalito St	Catalina St	656	33	2	21,648	36	Thick Overlay	\$ 64,944	E	Local
2027-28	60	Catalina St	Oak St	Walnut St	425	33	2	14,025	37	Thick Overlay	\$ 42,075	E	Local
2027-28	269	Sausalito St	Los Alamitos Blvd	Reagan St	770	32	2	24,640	46	Thick Overlay	\$ 73,920	E	Local
2027-28	186	Rainier Cir	Lampson Frontage Rd	N END	230	21	2	4,830	38	Thick Overlay	\$ 14,490	E	Local
2027-28	170	Oak St	Sausalito St	Catalina St	659	46	2	30,314	40	Thick Overlay	\$ 90,942	E	Local
					Total Area (SF) =		309,188			Year 5 Budget: \$	927,564		
2028-29	272	Calle Lee	Cerritos Ave	SW CDS	910	36	2	36,283	37	Thick Overlay	\$ 126,991	B	MPAH
2028-29	273	Corporate Center	Calle Lee	Lexington Dr	890	36	2	32,040	37	Thick Overlay	\$ 112,140	B	MPAH
2028-29	17	Katella Ave WB	Bloomfield St E/S	Los Alamitos Blvd E/S	2,680	40	3	107,200	46	Thick Overlay	\$ 375,200	B	MPAH
2028-29	16	Katella Ave EB	Los Alamitos Blvd E/S	Bloomfield St E/S	2,680	41	3	109,880	49	Thick Overlay	\$ 384,580	B	MPAH
					Total Area (SF) =		285,403			Year 6 Budget: \$	998,911		
2029-30	16	Katella Ave EB	Los Alamitos Blvd E/S	Bloomfield St E/S	2,680	41	3	109,880	49	Thick Overlay	\$ 384,580	B	MPAH
2029-30	31	Los Alamitos Blvd S/B	Rossmoor Way	Bradbury Rd	1,775	38	3	67,450	49	Thick Overlay	\$ 236,075	B	MPAH
2029-30	35	Los Alamitos Blvd N/B	Bradbury Rd	Rossmoor Way	1,775	37	3	65,675	50	Thick Overlay	\$ 229,863	B	MPAH
2029-30	27	Los Alamitos Blvd S/B	Katella Ave	Farquhar Ave	1,235	47	3	58,045	55	Thick Overlay	\$ 203,158	B	MPAH
2029-30	22	Katella Ave WB	275' W/Walker St	150' w/o Bunkerhill Dr	2,305	43	3	99,115	58	Thick Overlay	\$ 346,903	B	MPAH
2029-30	30	Los Alamitos Blvd N/B	Rossmoor Way	Farquhar Ave	2,520	45	3	113,400	59	Thick Overlay	\$ 396,900	B	MPAH
2029-30	21	Katella Ave EB	150' w/o Bunkerhill Dr	275' W/Walker St	2,305	43	3	99,115	62	Thin Overlay	\$ 257,699	B	MPAH
					Total Area (SF) =		612,680			Year 7 Budget: \$	2,055,177		

APPENDIX 3

Pavement Management Program (PMP)

Certification



APPENDIX F

Pavement Management Plan Certification

The City/County of Los Alamitos certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No.3. This ordinance requires that the Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Willdan Engineering * using MicroPaver , a pavement management system, conforming to American Society for Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and local routes reviewed and updated biennially. The last update of the inventory was completed on December , 2023 for Arterial (MPAH) streets and December , 2023 for local streets.
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed January , 2023.
- Percentage of all sections of pavement needing:
Preventive Maintenance 8.9 , Rehabilitation 43.5 , Reconstruction 7.8
- Budget needs for preventative maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
Current biennial period \$ 1,800,000 , Following biennial period \$ 1,800,000
- Funds budgeted or available for Preventative Maintenance, Rehabilitation and/or Reconstruction.
Current biennial period \$ 800,000 , Following biennial period \$ 800,000
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs.
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

* An electronic copy of the Pavement Management Plan with Micro Paver or StreetSaver compatible files has been or will be submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Chris Kelley

Name (Print)

City Engineer

Title

City of Los Alamitos

Jurisdiction

Signature

Date



APPENDIX F

Pavement Management Plan Certification

A Pavement Management Plan (PMP) is a plan to manage the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads. Local agencies are required to update their PMP on a biennial basis. MicroPAVER or StreetSaver will be used for countrywide consistency. The software must be consistent with American Standard for Testing and Materials (ASTM) Standard D6433. Local agencies are required to submit a PMP unbound "hard copy" including: (See Chapter 3)

Local agencies must submit the following to OCTA:		Page(s) in PMP	Submitted
PMP Agency Submittal Checklist (See Appendix A)		App. 3	☒
PMP certification (See Appendix B)		App. 3	☒
QA/QC plan (See Appendix C and Section 2.4)		App. 4	☒
Pavement management data files in a form useable by OCTA (See Section 2.8)		App. 1	☒
Average (weighted by area) Pavement Condition Index for:			
i.	Entire pavement network	3	☒
ii.	Master Plan of Arterial Highways (MPAH) roadways	3	☒
iii.	Local streets	3	☒
Projected PCI under existing funding levels over App. 2 seven years for: App. 3			
i.	Entire pavement network	6	☒
ii.	MPAH roadways	6	☒
iii.	Local streets	6	☒
Seven-year plan for road maintenance and rehabilitation based on current and projected budget, identifying street sections selected for treatment. Specific data to be submitted are:			
i.	Street name	App. 2	☒
ii.	Limits of work	App. 2	☒
iii.	Lengths, widths	App. 2	☒
iv.	Pavement Areas:		
	1. Each street	App. 2	☒
	2. Total area for local streets	App. 2	☒
	3. Total area for MPAH roadways	App. 2	☒
	4. Total area for entire public streets network	App. 2	☒
v.	Functional classification (i.e. MPAH or local street)	App. 2	☒
vi.	PCI and most recent date of inspection (See Section 2.2)	App. 2	☒
vii.	Type of treatment	App. 2	☒
viii.	Cost of treatment	App. 2	☒
ix.	Year of treatment	App. 2	☒
Alternative funding levels required to:			
i.	Maintain existing average network PCI	4-5	☒
ii.	To improve average network PCI	4-5	☒
Backlog by year of unfunded pavement rehabilitation, restoration, reconstruction, and maintenance needs.		App. 5	☒
Centerline mileage for MPAH, local streets, and total network.		1	☒
Percentage of total network in each of the five condition categories based on centerline miles.		1	☒

APPENDIX 4

Quality Control/Quality Assurance Plan

For City of Los Alamitos 2023 PMP Update

Submitted to:
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

June 30, 2023

<i>TABLE OF CONTENTS</i>	<i>1</i>
<i>1. Introduction</i>	<i>2</i>
<i>1.1 Objectives</i>	
<i>1.2 Structure of QC Plan</i>	
<i>2. Quality Control Plan</i>	<i>3</i>
<i>2.1 Condition Survey Procedures</i>	
<i>2.2 Accuracy Required For Data Collection</i>	
<i>2.2.1 Random and Systematic Re-Inspections</i>	
<i>2.2.2 PC! Comparison with Past Surveys</i>	
<i>2.3 Inspectors Qualifications and Experience</i>	
<i>3. Safety Procedures</i>	<i>6</i>
<i>Attachment: Resume of Field Inspector</i>	

1. INTRODUCTION

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management system.

The QC/QAQA Plan establishes minimum quality standards for performance and procedures for updates of the pavement management system.

Pavement raters are always “retrained” at the beginning of any rating assignment by our pavement engineer in charge of database development. They are coached and tested on ratings the first morning, and their progress rechecked and verified within a few hours thereafter. The process will involve an independent rating by our engineer shortly after ratings by pavement raters. This process of quality assurance rating will continue for the first 3 or 4 days.

1.1 Objectives

This document constitutes a formal Quality Control Plan (QCP) for the City of Los Alamitos. It was prepared on May 15, 2023.

Specifically, it is intended for the 2023 Pavement Management Update. The focus is on the collection of network-level pavement distress data (defined by NCHRP Synthesis 401 *Quality Management of Pavement Data Collection*, as "Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices.")

This document also addresses the QC plan requirements of the Orange County Transportation Authority (OCTA)'s "Countywide Pavement Management Program – Guidelines Manual" (section 2.4), adopted in May 2010.

1.2 Structure of QC Plan

The following components are addressed in this QC Plan:

- Condition survey procedures used
- Accuracy required for data collection
- Inspector qualifications and experience
- Safety

2. *QUALITY CONTROL PLAN*

2.1 *Condition Survey Procedures*

The governing document in performing condition surveys for the Los Alamitos is ASTM D6433 *"Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys."* Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol.

The following distresses are collected for asphalt concrete pavement throughout the City:

1. Alligator (fatigue) cracking	11. Patching and utility cut patching
2. Bleeding	12. Polished aggregate
3. Block cracking	13. Potholes
4. Bumps and sags	14. Railroad crossing
5. Corrugation	15. Rutting
6. Depression	16. Shoving
7. Edge cracking	17. Slippage cracking
8. Joint reflection cracking	18. Swell
9. Lane/Shoulder drop off	19. Weathering
10. Longitudinal & Transverse cracking	20. Raveling

There are generally no exceptions to these protocols for the City of Los Alamitos rating efforts. Rating forms are used to capture all of the distresses listed above with a high level of accuracy.

All surveys are performed as walking surveys, and a minimum 20% sampling rate is utilized. Field crews are typically composed of a one-person crew on residential streets and some collectors, and up to two-person crews for major arterials, depending on traffic volumes and speeds. The safety of field personnel is paramount in all instances.

The sample unit selected must be representative of the entire pavement section. This assumes that the section is homogenous; if it is not homogeneous, then the section must be split according to the criteria agreed upon by the agency. Typically, the criteria used are:

- Pavement condition
- Construction age, if known
- Maintenance history, if known
- Traffic volumes (or functional classification as a surrogate)
- Surface types (e.g. asphalt concrete or Portland cement concrete)
- Geometric elements (e.g. widths)

Any modifications to the section inventory data are documented in the pavement management report.

A sample unit must be between 2,500 ± 1,000 square feet in conformance with ASTM 06433 protocols. Typical sample unit dimensions are minimum of 100 feet long by the width of the street. Streets that are wider than 40 feet wide will have shorter lengths (generally 50 to 100 feet) or if they are divided by a raised median, separate sample units will be taken in each direction. Any pavement areas that are not representative of the section will be noted and surveyed as an additional sample unit.

2.2 Accuracy Required for Data Collection

The accuracy required for data collection has several components, including the following:

- Supervisory proofing is provided on a spot-check basis throughout the assignment by our pavement engineer at a level of 25% of street centerline mileage.
- Data is first output to a spreadsheet to which formulas are attached to verify completeness and reasonableness of data. Sort and search macros are performed along with additional formulas to further verify field contents of the database.
- After assimilation of the database on the spreadsheet is complete and verified on an automated basis, our pavement engineer scans, and searches for inconsistencies, prior to any use of the data.
- Various query routines are run to provide groups of streets with same characteristics to verify functionality of the database for consistency in general. Only at that point is the data considered usable.
- After our pavement engineer prepares the information output reports, various staff members review these reports, for overall usefulness and meaningfulness.
- Independent proofreaders review all written documentation with both laymen and engineering backgrounds prior to publishing.
- The following two components, which are further described in the following paragraphs:
 - Re-inspections
 - PCI comparisons with past surveys

2.2.1 Random and Systematic Re-Inspections

A minimum of 5% of the total sample units will be re-inspected and this 5% will be selected based on both a random and systematic basis. All re-inspections are made by an engineer or inspector other than the original inspector.

Random Re-inspections

Random re-inspections will include a representative selection across the following categories:

- Functional classes (i.e. arterials, collectors, locals);
- Surface types (e.g. asphalt concrete or Portland cement concrete);
- Pavement conditions (e.g. good, fair, poor);
- Inspectors;
- Geographical areas, if applicable.

Systematic Re-inspections

For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixes), a specific inspector or geographical area. In such cases, more than 5% will be re-inspected.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same, and re-measured quantities within $\pm 10\%$ of the original measured quantity.

If corrections are required on more than 10% of the re-inspected sample unit, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.

2.2.2 PCI Comparison with Past Surveys

As another level of quality control, the new PCIs are compared with the previous PCIs. If they differ by more than ± 10 PCI points, these sections are automatically flagged for further investigation.

If PCI Increases 10 points

The section is investigated to see if a maintenance and rehabilitation event has occurred since the last survey, but which has not been recorded. Typically, it may include activities such as:

- Crack sealing activities- changes medium or high severity cracking to low severity
- Patching activities- alligator cracking that has been removed and patched, so that the resultant PCI is increased.
- Surface seals
- Overlay
- Others

Therefore, an up to date maintenance and rehabilitation history file in the MicroPAVER Database is desirable, both for historical accuracy as well as to provide additional quality control.

If PCI decreases 10 points

The section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within range of what is acceptable, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the MicroPAVER program form the basis for what is acceptable.

2.3 Inspectors Qualifications and Experience

The Los Alamitos inspectors have attended formal training on pavement condition distress surveys. This training was conducted prior to performing any work using the ASTM 06433 protocols, consistent with OCTA's requirements.

Inspector:
Mohsen Soumi

Dates of Training:
Feb, 2002 & Annual

Conducted by:
Willdan Engineering

Resumes of technicians utilized are included in the Attachment.

3. SAFETY PROCEDURES

The City of Los Alamitos administers a health and safety program in compliance with the Cal OSHA Title VIII, Section 3203. Generally, the safety procedures include:

- Inspectors to wear a Class 2 safety vest at all times;
- Flashing beacon on all vehicles utilized for surveys; and
- Stopped vehicles to be parked at locations away from moving traffic (e.g. nearby parking, shoulders, etc.).

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Surveys to occur during off-peak periods or on weekends;
- Additional inspector to watch out for traffic; and
- Traffic flaggers in extreme cases

*QA/QC Plan Attachment:
Resume of Field Inspector*

Mohsen Soumi

Pavement Rater

Mr. Soumi has provided pavement rating and reconstruction repair marking and recording for thousands of miles of streets in many cities throughout Southern California over the last two decades. Mr. Soumi has demonstrated the consistent, methodical and meticulous workmanship on all of his projects. He was originally trained for using the ASTM 06433 protocols for pavement rating in 2002; and receives retraining on these protocols on an annual basis since then.

Project Experience

Pavement Management System Project Experience

Mr. Soumi has provided pavement rating services to update the following City's pavement management systems.

- **City of Los Alamitos, FY 2015-2016, FY 2018-19, FY 2020-21 Pavement Management System Update** Mr. Soumi provided pavement rating services to update the City of Los Alamitos' pavement management system, which includes 32 centerline miles of streets.
- **City of Moreno Valley, FY 2014-2015 Pavement Management System Update** Mr. Soumi provided pavement rating services to update the City of Moreno Valley's pavement management system, which includes 489.5 centerline miles of streets.
- **City of Ridgecrest, FY2015-16 Pavement Management System Update.** Mr. Soumi provided pavement rating services to update the City of Ridgecrest's pavement management system, which includes 120 centerline miles of streets.
- **City of South Gate, 2008, 2011 and 2014 Pavement Management System Updates.** Mr. Soumi provided pavement rating services to update the City of South Gate's pavement management system, which includes 123.5 centerline miles of streets.
- **City of Temecula, 2008 Pavement Management System Update.** Mr. Soumi provided pavement rating services to update the City of Temecula's pavement management system, including over 2,000 street segments.
- **City of Rancho Palos Verdes, 2008 Pavement Management System Update.** Mr. Soumi provided pavement rating services to update the City of Rancho Palos Verdes' pavement management system with over 700 street segments.
- **City of Paramount, 2009 and 2012, 2016 Pavement Management System Updates.** Mr. Soumi provided pavement rating services to update the City of Paramount's pavement management system, which includes 81.5 centerline miles of streets.
- **City of Lomita, 2006 Pavement Management System.** Mr. Soumi provided pavement rating services to create the City of Lomita's pavement management system with over 300 segments.
- **City of Rolling Hills Estates, 2008, 2011, 2014, 2017, 2020 Pavement Management System Updates.** Mr. Soumi provided pavement rating services to update the City of Rolling Hills pavement management system with over 400 street segments.
- **City of Hawaiian Gardens, 2008 Pavement Management System.** Mr. Soumi provided pavement rating services to update the City of Hawaiian Garden's pavement management system with over 200 street segments.
- **City of Rosemead, 2004 Pavement Management System.** Mr. Soumi provided pavement rating services to update the City of Rosemead's pavement management system with over 600 street segments.
- **City of Agoura Hills, 2004 Pavement Management System.** Mr. Soumi provided pavement rating services to update the City of Agoura Hills' pavement management system with over 500 street segments.
- **Pavement Engineering Design Project Experience**
- **City of Lakewood, 2009 Citywide ARRA Arterial Street Rehabilitation Project.** Mr. Soumi provided reconstruction repair marking and recording for this arterial street rehabilitation project.
- **City of Paramount, 2009 Alondra Street ARRA Arterial Rehabilitation Project.** Mr. Soumi provided reconstruction repair marking for this arterial street rehabilitation project.

Education

High School Graduate

Glendale Community College and Long Beach Community College, Engineering and Architectural Major

29 Years' Experience

Pavement Rating and Street Design

APPENDIX 5

Unfunded Backlog by Year

For City of Los Alamitos 2023 PMP Update

The City of Los Alamitos
2023
Pavement Management System Update
Unfunded Backlog

Fiscal Year	Minor Maintenance Backlog	Major Maintenance Backlog	Total Maintenance Backlog
2023-2024 (Current Backlog)	\$ 280,772	\$ 12,201,676	\$ 12,482,448
2024-2025	\$ 318,535	\$ 10,691,163	\$ 11,009,698
2025-2026	\$ 318,535	\$ 9,540,563	\$ 9,859,098
2026-2027	\$ 318,535	\$ 8,638,364	\$ 8,956,899
2027-2028	\$ 318,535	\$ 7,488,324	\$ 7,806,859
2028-2029	\$ 318,535	\$ 6,560,760	\$ 6,879,295
2029-2030	\$ 318,535	\$ 5,561,850	\$ 5,880,385

* This table represents the the current backlog projected through the next 7 years with the proposed budget per fiscal year. The backlog is projected for the next 7 years while deducting the proposed project list with the anticipated budget as a reduction of the current backlog.

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM

WHEREAS, the Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and cross jurisdictional boundaries, and defines the means of implementing the regional Traffic Signal Synchronization Program; and,

WHEREAS, the Regional Traffic Signal Synchronization Program requires that local agencies adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and,

WHEREAS, the Local Signal Synchronization Plan must be updated by June 30, 2023, to continue to be eligible to receive Net Revenues as part of Measure M2.

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 adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions, attached hereto as Exhibit "A".

SECTION 3. The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.

SECTION 4. The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.

SECTION 5. The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.

SECTION 6. The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.

SECTION 7. The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

SECTION 8. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 20th day of June 2023.

Tanya Doby, 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 20th day of June, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

June 30, 2023

Orange County Transportation Authority
ATTN: Alicia Yang
Regional Modeling and Traffic Operations
Planning Division
P.O. Box 14184
Orange, CA 92863-1584

Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2 Eligibility Process

Dear Ms. Yang:

The City of Los Alamitos is pleased to submit its Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.
2. An updated Local Signal Synchronization Plan for Fiscal Years 2023/24 to 2025/26 including, and all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2.

If you have any questions, please call (562) 236-6772.

Sincerely,



Farhad Iranitalab, City Traffic Engineer
City of Los Alamitos

Enclosures

- A. Local Signal Synchronization Plan Consistency Review Checklist
- B. Local Signal Synchronization Plan

LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: CITY OF LOS ALAMITOS

Plan Date: June 30, 2023

Local agencies must submit a copy of their Local Signal Synchronization Plan, and any supporting documentation, including a completed consistency review checklist below.

LocalAgency Statement	Page(s) in LSSP	Provided or N/A
1) Signal synchronization goals of the City of Los Alamitos are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan.	2-4	Provided
2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	5-7	Provided
3) Traffic signal inventory for all traffic Signal synchronization street routes.	8-9	Provided
4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals which may include unconstrained and build-out scenarios	10-13	Provided
5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	14-17	Provided

I certify that the above statements are true to the best of my knowledge.

Farhad Iranitalab, City Traffic Engineer
City of Los Alamitos

Date

Printed Name, Title, & Local Agency

SECTION ONE
TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES, AND
OBJECTIVES

OVERVIEW

On November 6, 1990, voters in Orange County approved a ½-cent sales tax for transportation improvements known as Measure M. This sales tax includes funding for streets and roads available to eligible local agencies through both a formula distribution and a competitive process. On November 6, 2006, voters approved Measure M2 to continue the ½-cent sales tax for thirty years, beginning in 2011. Project P, the Regional Traffic Signal Synchronization Program (RTSSP) was included as part of Measure M2.

The goal of the program is to improve the flow of traffic on Orange County streets and roads by implementing multi-agency signal synchronization.

GOALS

The City of Los Alamitos is in support of these goals and will continue to work with OCTA to synchronize signals on a corridor basis throughout the City. This cooperation serves to provide safe, efficient traffic circulation for our local needs as well as regionally, by continuing to reduce stops, improve travel times, and improve air quality.

The traffic synchronization and corridor coordination is in conformance with the General Plan Mobility and Circulation Policy 1.4.

The City routinely perform the following:

1. Malfunctions are immediately reported to the City's traffic signal maintenance contractor for dispatch and repair.
2. The City routinely monitors the new TMC to identify traffic signals operations issues.
3. Historical data is also analyzed to identify traffic volumes and patterns to assist in determining if adjustments to signal timing are necessary.

Additionally, staff resolves traffic signal control complaints by speaking with the resident on a specific request or complaint. Staff complete the necessary investigation and make recommendations for traffic signal improvements.

POLICIES

The City of Los Alamitos understands the value of synchronizing traffic signals on major corridors and improving traffic flow, which will reduce the overall delay and improve the air quality for the residents as well as regionally. The City desires to continue participating in Measure M2. The City maintains local control and responsibility of all our traffic signals in our jurisdiction and will continue to be responsible for any changes to our signals, equipment, and policies.

The City understands that every three years the plan needs to be updated to remain eligible for Measure M2 funding. The purpose of the LSSP is to implement and maintain coordination of traffic signals along corridors within our City and beyond its borders to regionally maintain safe and efficient flow of vehicular traffic.

OBJECTIVES

For many years, the City has implemented and maintained corridor-based signal coordination timing. The support services have proven valuable, as the City periodically evaluates and optimizes coordination signal timing in response to changing traffic volumes and patterns.

The City's objective is to work with the neighboring cities to create joint projects, which would improve traffic flow and would more effectively move people and goods locally and regionally through efficient signal timing. By participating in Project P, the city recognizes the benefits gained from local signal timing and synchronization, as well as from eligible traffic signal and interconnect equipment upgrades.

Moreover, the City recognizes this program as a valuable, corridor-based measure for improving air quality by reducing green-house gas emissions.

Accordingly, the City's focus will be to work with adjacent local agencies for possible funding opportunities for re-timing of the traffic signals along all our corridors that traverse our City.

SECTION TWO
TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES
(EXISTING AND PLANNED)

TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES

Existing:

Priority Corridor

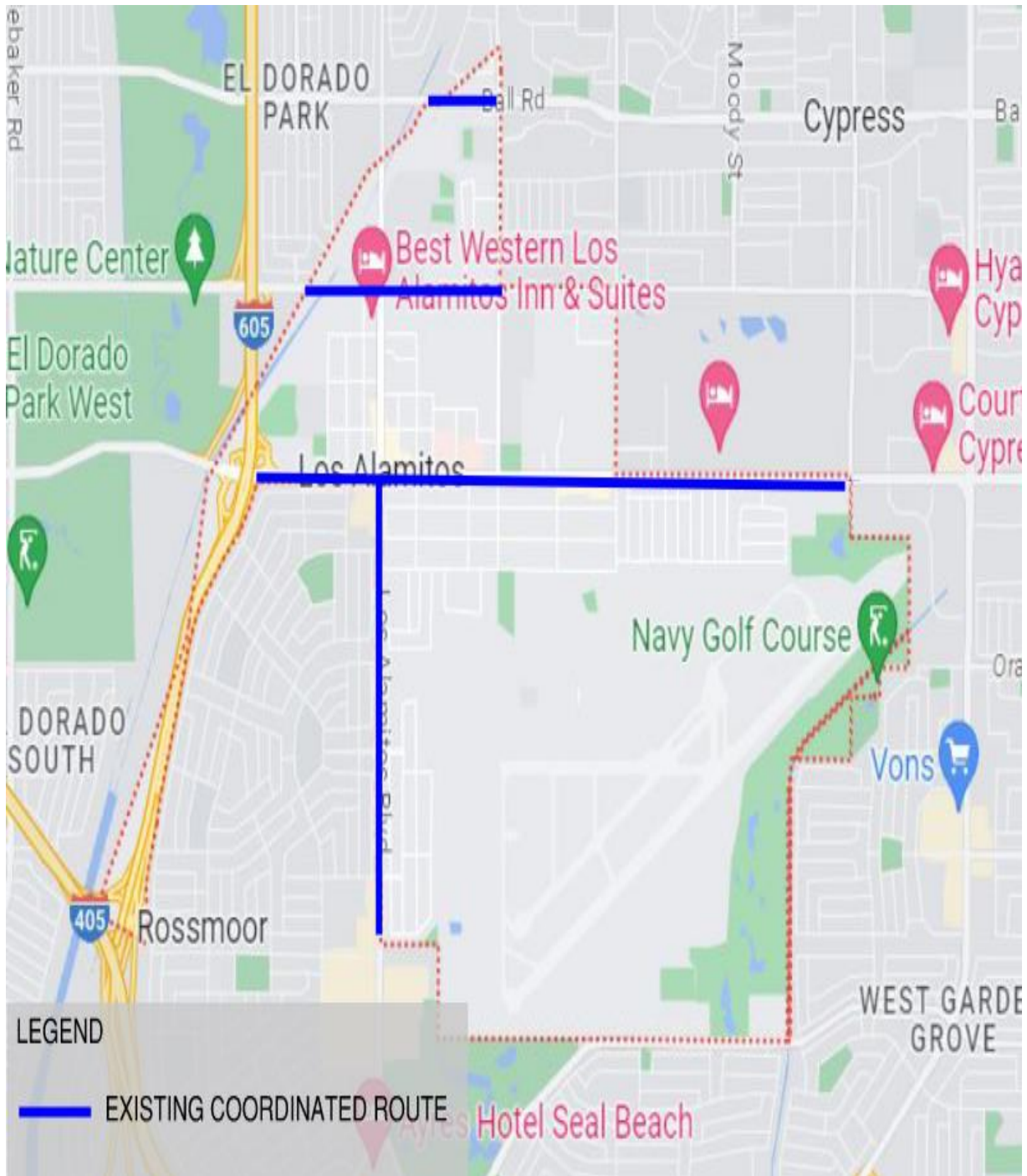
- 1) Katella Avenue, Civic Center to Lexington drive
- 2) Los Alamitos Boulevard, from Katella Avenue to Bradbury Road
- 3) Ball Road, from Bloomfield Street to Los Alamitos Blvd.

Local Corridor

- 1) Cerritos Avenue, from Los Alamitos Boulevard to Bloomfield Street

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CITY OF LOS ALAMITOS
2023
TRAFFIC SIGNAL SYNCHRONIZATION
MAP



SECTION THREE
TRAFFIC CONTROL INVENTORY

Traffic Synchronization Inventory
City of Los Alamitos

		Cycle Length					Operations			Equipment										
Corridor	Cross Street Intersection	AM	MID	PM	WKND	Maintenance Responsibility	Left	Right	Other	Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	Status
Katella Avenue	* Epon Way	65	65	65	65	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Walnut/Wallingsford	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Los Alamitos Boulevard	130	130	130	130	Los Alamitos	Protected	Perm/Overlap		P (TS2 Type 2)	ASC/3	ASC/3	Video	No	Bosch	N/A	Copper		Aries	working
	Cherry Street	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Kaylor Street	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Bloomfield Street	130	130	130	130	Los Alamitos	Protected	Perm/Overlap		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Noel Street	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Lexington Drive	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Winners Circle	120	110	120	110	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	Cobalt	ASC/3	Loops	No	N/A	N/A	Other		Aries	working
Los Alamitos Boulevard	Cerritos Avenue	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Sausalito Street	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Florista Street	130	130	130	130	Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Aries	working
	Katella Avenue	130	130	130	130	Los Alamitos	Protected	Perm/Overlap		P (TS2 Type 2)	ASC/3	ASC/3	Video	No	N/A	N/A	Copper		Aries	working
	Farquhar Avenue			110		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	Orangewood Avenue			110		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	Rossmoor Way	100		110		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	Bradbury Road	120	120	120	120	Los Alamitos	Protected	Permissive		332	ASC/3	ASC/3	Loops	No	N/A	N/A	Fiber		QuicNet	working
Cerritos Avenue	Los Alamitos Boulevard	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	**Griffins Way	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	Humbolt Street	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working
	Bloomfield Street	130		130		Los Alamitos	Protected	Permissive		P (TS2 Type 2)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper			working

* Cycle length was revised per the City request.
** Street Name Changed from Los Alamitos HS to Griffin.

SECTION FOUR
TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE-
YEAR PLAN

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (*Constrained*)

Reporting Jurisdiction Expenditures: City of Los Alamitos

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Communication and Software Maintenance	\$10,000	\$10,000	\$10,000	\$30,000
Subtotal Maintenance	\$10,000	\$10,000	\$10,000	\$30,000

CONSTRUCTION

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Katella Signal System Communication and	\$51,000	\$51,000	0	\$102,000
Subtotal Construction	\$51,000	\$51,000	0	\$102,000

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
City wide Signal Timing Maintenance	\$10,000	\$10,000	\$10,000	\$30,000
Subtotal Operation	\$10,000	\$10,000	\$10,000	\$30,000
Total	\$71,000	\$71,000	\$20,000	\$152,000

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (*Un-Constrained*)

Reporting Jurisdiction Expenditures: City of Los Alamitos

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Communication and Software Maintenance	\$15,000	\$15,000	\$15,000	\$45,000
Subtotal Maintenance	\$15,000	\$15,000	\$15,000	\$45,000

CONSTRUCTION

PROJECT	FY 23/24	FY 24/25	FY 25/26	TOTAL
Los Alamitos Boulevard signal System Upgrade	0	0	\$500,000	\$500,000
Subtotal Construction	0	0	\$500,000	\$500,000

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Signal Timing Maintenance	\$15,000	\$15,000	\$15,000	\$45,000
Subtotal Operation	\$15,000	\$15,000	\$15,000	\$45,000
Total	\$30,000	\$30,000	\$530,000	\$530,000

LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHRONIZATION PROJECTS WITH ESTIMATED COSTS

Reporting Jurisdiction Expenditures: City of Los Alamitos

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
Los Alamitos Boulevard	Upgrade to ATC controllers, communication equipment to Ethernet.	\$400,000.00
		\$400,000.00

SECTION FIVE
TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW
AND REVISE, AS NECESSARY, THE TIMING OF
TRAFFIC SIGNALS

Corridor Assessment

One of the key elements to evaluate the performance of the system is Corridor Synchronization Performance Index (CSPI). This index assists OCTA in measuring the effectiveness of the implemented project. The corridor performance evaluation criteria were developed based on the CSPI value and categorized into five levels – Tier I through V. Tier I refer to a CSPI value at or above 80 and indicates very good signal synchronization conditions, while Tier V (with a CSPI value lower than 50) indicates that the corridor would greatly benefit from improvements to signal synchronization and local agencies along the corridor should strongly consider applying Measure M2. Based on the CSPI values dated 2023 Los Alamitos Boulevard is eligible for Measure M2 funding.

Prior to completion of OCTA initiated Katella Avenue Corridor Traffic Light synchronization Program (TLSP), the City of Los Alamitos did not have resources to systematically analyze, evaluate, and adjust corridor traffic signal timing, however, the Katella project installed a TMC at the City Hall and therefore, the City Traffic Engineer can monitor the traffic signal operations along the corridor and recommend timing changes based on the Synchro analysis.

TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

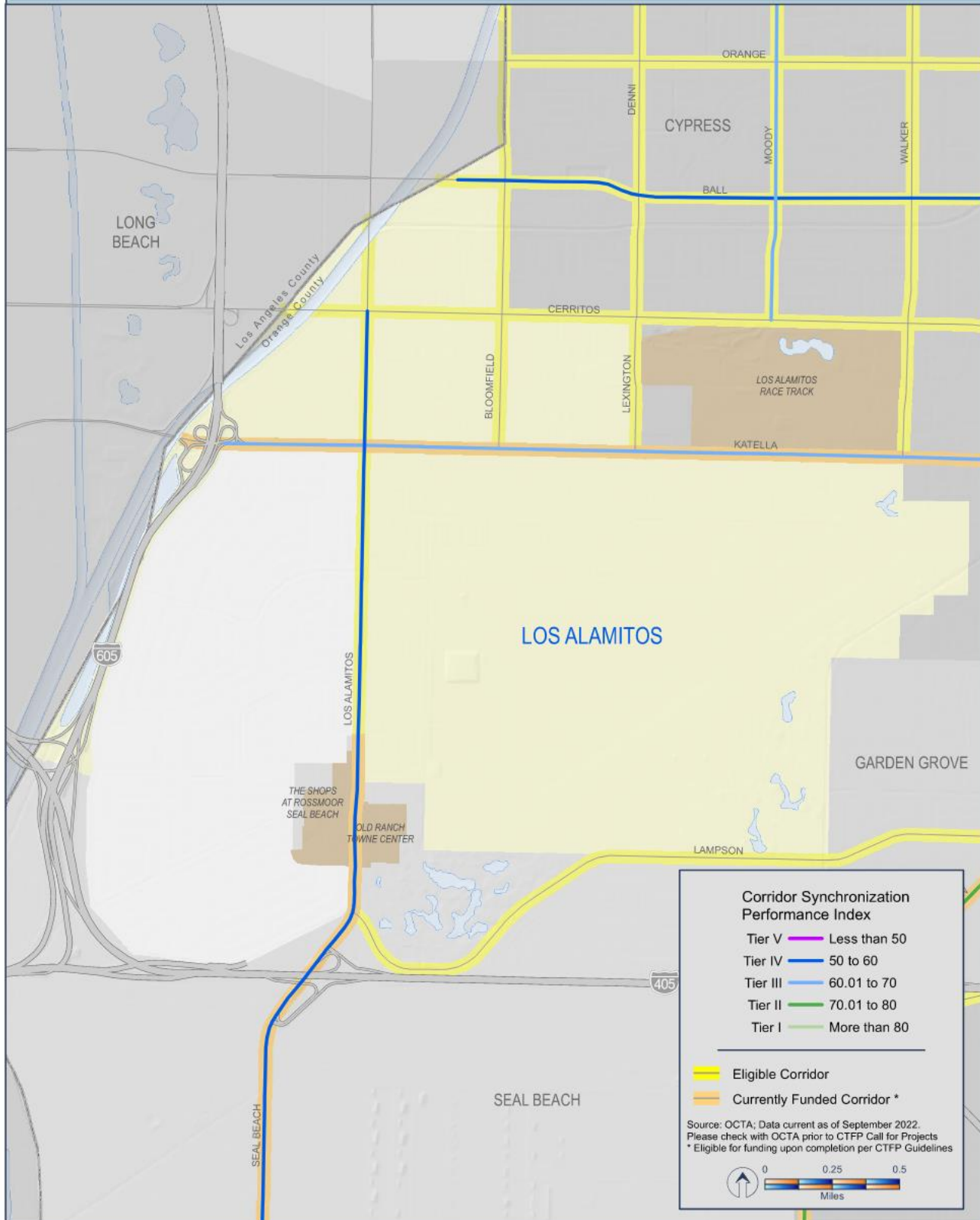
Katella Avenue- "Before" VS. "After" Study Results for OCTA Metrics, corridor-Wide

Peak	Dir	Value/ Score	Average Speed			Green-Red Ratio			Stops per Mile			Total Score			CSPI Tier	
			Before	After	Improve	Before	After	Improve	Before	After	Improve	Before	After	Improve	Before	After
AM	EB	Value	24.42	26.39	8.1%	1.86	2.44	31.32%	1.37	1.14	17.8%	62.8	72.7	15.8%	3	2
		Score	21.6	24.6	13.6%	14.9	19.5	31.3%	26.3	28.6	8.9%					
	WB	Value	26.3	28.69	9.1%	2.12	3.21	51.3%	1.22	0.93	23.8%	69.2	84.4	21.9%	3	1
		Score	24.5	28	14.6%	17	25.7	51.3%	27.8	30.7	10.4%					
MD	EB	Value	25.72	26.13	1.6%	2.08	2.95	41.31%	1.29	1.03	20.02%	67.4	77.4	15%	3	2
		Score	23.6	24.2	2.6%	16.7	23.6	41.3%	27.1	29.7	9.5%					
	WB	Value	26.71	29.65	11%	2.33	3.58	53.35%	1.22	0.85	30.43%	71.5	89.6	25.3%	2	1
		Score	25.1	29.5	17.6%	18.7	28.6	53.4%	27.8	31.5	13.3%					
PM	EB	Value	23.14	26.4	14.1%	1.48	2.82	90.12%	1.57	1.05	32.73%	55.9	76.6	37%	4	2
		Score	19.7	24.6	24.8%	11.9	22.6	90.1%	24.3	29.5	21%					
	WB	Value	22.1	28.18	27.51%	1.61	3.78	135.23%	1.51	0.88	41.99%	55.9	88.7	58.7%	4	1
		Score	18.1	27.3	50.3%	12.8	30.2	135.2%	24.9	31.2	25.4%					
WKND	EB	Value	25.02	26.67	6.61%	1.9	2.64	38.74%	1.34	1.13	15.85%	64.4	74.9	16.3%	3	2
		Score	22.5	25	11%	15.2	21.1	38.7%	26.6	28.7	8%					
	WB	Value	27.77	28.1	1.2%	2.75	2.69	-2.22%	1.05	1.05	0.51%	78.2	78.2	0%	2	2
		Score	26.7	27.2	1.9%	22	21.5	-2.2%	29.5	29.5	0%					

SIGNAL TIMING REVISIONS

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH
Katella Avenue	N/A	Results are shown on Table above.
Los Alamitos Blvd	N/A	Periodic review of timing performed and no major
Cerritos Avenue	N/A	Periodic review of timing performed, and no major

2023 Corridor Operational Performance Los Alamitos



3/22/2023

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Street Curb Address Painting Services for the 2023 Cycle with Canning Hunger

SUMMARY

In November of 2003, City Council adopted Resolution No. 1939 allowing non-profit organizations located outside of the City to benefit from the administration of a street address painting contract within the City. The City's process requires that the interested non-profit organization(s) apply bi-annually for City Council approval.

RECOMMENDATION

1. Authorize street curb address painting services for 2023 on a strictly donation basis, with Canning Hunger; and,
2. Authorize the City Manager to issue a no-fee solicitor's permit and no-fee encroachment permit.

BACKGROUND

Freshly painted curb addresses are an important element for the safety of residents and businesses in Los Alamitos. In an emergency situation, a freshly painted and clearly visible curb address is extremely valuable to emergency responders and should be repainted every few years, to ensure that it remains visible and legible. A freshly painted curb also adds to the aesthetic of the community, with many of the addresses incorporating art. As established by Resolution No. 1939, the City relies upon non-profits to provide this valuable service.

In November of 2003, City Council adopted Resolution No. 1939, allowing non-profit organizations located outside of the City to benefit from the administration of a street address painting contract within the City. This process requires that interested non-profit organizations submit a letter to the City by May 1 of each year, wherein the City Council shall make a final determination as to which non-profit will run the program for that year, or which non-profits will share in the management of the program for that year. Street address painting is permitted every two years to keep the addresses clearly visible for emergency personnel and to enhance the aesthetic appeal of the community.

During the 2021 curb painting cycle, Council considered the addition of a city-branded logo to accompany address numbers. The addition of this design aimed to consider the City's beautification and branding vision. The final design, approved by Council, is depicted in the

following graphic:



DISCUSSION

In April 2023, "invitations to propose" letters were mailed to local and non-local non-profit organizations. In response to this invitation, the City received one (1) proposal from the City's previous contractor, Canning Hunger. This item seeks approval of services with Canning Hunger for the 2023 cycle of street curb address painting services.

Upon approval, Canning Hunger will be required to paint all residential addresses within City limits, including painting 4-inch black numbers on a reflective white background, along with the stencil logo previously approved by the Council. In return for performing this service, Canning Hunger will be given the right to solicit voluntary contributions in the amount of \$30.00 from residents after the address has been painted on the curb.

Residents will be notified prior to the curb address painting service by receiving a door hanger indicating the specific details of the upcoming service in both English and Spanish. In addition, there will be ample outreach of this upcoming effort via the City's social media platforms, e-news distribution, the City website, and the delivery of additional mailers to each household. Staff and Canning Hunger will meet prior to the commencement of work to discuss the agreement, work specifications, and develop a timeline for the project. The duration of the project is anticipated to be 120 days.

Residents with questions or concerns about the program will be able to contact the City and/or call a toll-free number provided by Canning Hunger. Furthermore, Canning Hunger will correct any wrong numbers within 24-48 hours (weather permitting) of notification, regardless of the time that has elapsed since the painting was completed, without any cost to the City or residents.

FISCAL IMPACT

Approval would waive a solicitor's permit fee of \$169 and an encroachment permit fee of \$392. In this instance, non-profits are required to maintain an active business license however, are exempt from the licensing fee. The City will also purchase two City logo stencils for approximately \$750, which will be expended out of the Street Maintenance budget via Account No. 10-542-5201.

- Attachment:
1. Resolution 1939 - Street Curb Address Painting
 2. Canning Hunger Response Letter

RESOLUTION NO. 1939

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A CURB ADDRESS PAINTING POLICY WHEREBY NON-PROFIT ORGANIZATIONS ARE ALLOWED POTENTIAL BENEFITS BY MANAGING THE PAINTING OF STREET ADDRESSES ON CURBS WITHIN THE CITY

WHEREAS, on November 10, 2003, the City Council revisited a policy for the painting of addresses on curbs; and,

WHEREAS, testimony presented showed that the existing policy needed modification to provide clear direction to residents, contractors and City staff; and,

WHEREAS, the City Council recognized that the painting of addresses on curbs, particularly in residential areas, greatly assists emergency services in locating properties; and,

WHEREAS, non-profit organizations can provide a trusting buffer between residents and street address painting contractors while receiving some financial benefit in the process.

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

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

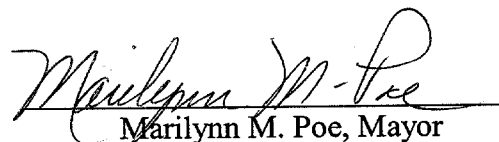
SECTION 2. The City Council hereby issues the following policy concerning the painting of addresses on residential street curbs:

- ❑ Only non-profit organizations will be permitted to manage the street curb address-painting contract.
- ❑ All painting will be performed by an organization with a minimum \$1,000,000 liability insurance policy naming the City of Los Alamitos as additional insured or other financial assurances as approved by the City Manager or his/her designee.

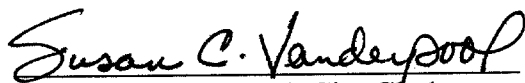
- ❑ The non-profit organization shall have a valid City business license on file.
- ❑ The non-profit organization will provide oversight, acting as intermediary between the residents by collecting donations and resolving any problems resulting from the work performed.
- ❑ The non-profit shall provide the City with a contact persons name and an emergency phone number.
- ❑ Compensation shall be by donations only. Residents will not be obligated to pay. Notices shall be provided to residents prior to painting and shall state 'payment by donation only'. The city attorney shall review notice content prior to distribution.
- ❑ Painting shall meet form and specifications as prescribed by the City Engineer upon consultation with Police and Fire services.
- ❑ A plan must be approved by the City Engineer indicating dates, times and streets where work is scheduled to be performed prior to commencement of work.
- ❑ Applications by non-profit organizations for curb address painting must be submitted by May 1st in the form of a letter requesting consideration as program manager. The City Council shall make the final determination as to which non-profit will run the program for that year or which non-profits will share in the management of the program for that year.
- ❑ Under this program, the painting contractor shall paint every residential address within the limits of the permit regardless of whether residents choose to make a donation for the service or not.
- ❑ Curb address painting shall be limited under this program to not more than once every two years.

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

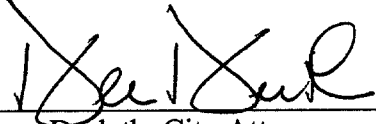
PASSED, APPROVED, AND ADOPTED this 24th day of November 2003.


Marilynn M. Poe, Mayor

ATTEST:


Susan C. Vanderpool, City Clerk

APPROVED AS TO FORM:

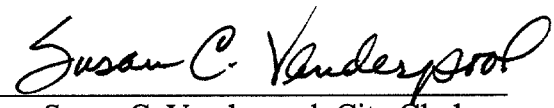


Dean Derleth, City Attorney

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

I, Susan C Vanderpool, 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 24th day of November 2003, by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Freeman, Bates, Parker, Jempsa & Poe
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None



Susan C. Vanderpool, City Clerk



April 9, 2023

City of Los Alamitos
Attention: Michelle Muller, Development Services

Re; professional addressing service

Michelle,

Canning Hunger, a non-profit hunger relief organization #33-0618886, will once again offer to repaint all residential curb addresses in Los Alamitos.

In the last 28 years Canning Hunger has painted over 64 cities as well as several hundred HOA's, private associations, and mobile home parks in Southern California as a private fundraiser. Donations and contributions received from this program have enabled us to provide over 100,000,000 million free meals to hungry kids and their families in our local communities.

Canning Hunger carries a million-dollar liability insurance policy, and uses only the highest grade of highway approved materials.

Enclosed, please find sample copies of the flyer that will be distributed to all residents.

I look forward to working with you again this year.

Sincerely,
Greg Contopoulos
Program Director
Canning Hunger

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10I

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03)

SUMMARY

The City of Los Alamitos hired a roadway contractor for street improvements related to grind and overlay of various residential streets throughout the City as part of the City's ongoing pavement management program. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

RECOMMENDATION

1. Accept as complete the construction by RJ Noble Company for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$72,201.35, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

In order to maintain City streets and increase the longevity of pavement, a grind and overlay of various existing streets was done in accordance with the project plans and specifications. The project also replaced damaged curb and gutter and lifted sidewalk to correct drainage. ADA curb ramps were modified to current codes as necessary for accessibility.

The street improvement project included the following streets:

- Florista Street (Los Alamitos Boulevard to Cherry Street)
- City Parking Lot (Florista Street)
- Cherry Street
- Toland Circle
- Kaylor Avenue
- Fenley Drive
- Holden Circle
- Del Norte Way

- El Dorado Way
- San Joaquin Avenue
- Toland Avenue
- Antietam Avenue
- Kearsarge Avenue
- Siboney Street
- Katella Avenue Frontage
- Paseo Bonito
- Lampson Frontage
- Lunar Drive
- Olympic Drive
- Satellite Drive

The plans and specifications for the installation of the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03) were approved by City Council in November 2021. Council awarded the project to RJ Noble Company in February 2022. Construction started in July 2022 and was substantially complete by December 2022 except for the safety bollards placed at the intersection of Pine Street and Florista Street and driveway repairs at the alley located east of Pine Street at Katella Avenue. The safety bollards were installed in March 2023 with the driveway repairs completed in May 2023 after Southern California Edison relocated a light pole fixture in the project limits.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of \$1,752,698 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2021-22	Measure Y	\$1,248,615
2021-22	SB1 Gas Tax	\$229,083
2021-22	Additional General Fund	\$275,000
Project Total		\$1,752,698

The project was within the overall funding budget and came in at a total of \$1,673,739.07 for design, construction and inspection. During construction there was one change order to the project, which included additional traffic loops, wheel stops for the city's parking lot, and additional concrete and asphalt needed to complete the overall work. The breakdown of costs is below:

Construction Bid Price	\$1,378,015.00
Design, construction management, and Inspection	\$229,711.99
Change Orders/Increased Quantities	\$66,012.08
Total Project Cost	\$1,673,739.07

Attachment: 1. 05-15-23 -Notice of Completion Form- Measure Y 21 22 St Improvement NOC

RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Los Alamitos Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos hired a contractor for a street project related to grind and overlay of various residential streets throughout the City as part of the City's ongoing pavement management program. The project also replaced damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps were modified to current codes as necessary for accessibility. The project included the following streets:

- | | | |
|---|----------------------|---------------------------|
| • Florista Street (Los Alamitos Boulevard to Cherry Street) | • Del Norte Way | • Katella Avenue Frontage |
| • Cherry Street | • El Dorado Way | • Paseo Bonito |
| • Toland Circle | • San Joaquin Avenue | • Lampson Frontage |
| • Kaylor Avenue | • Toland Avenue | • Lunar Drive |
| • Fenley Drive | • Antietam Avenue | • Olympic Drive |
| • Holden Circle | • Kearsarge Avenue | • Satellite Drive |
| | • Siboney Street | |

4. The work was completed on 03/17/2023
5. The contractor was: RJ Noble Company

Dated 05/05/2023



Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Chris Kelley, City Engineer of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.



Chris Kelley, City Engineer

Dated: 05/05/2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10J

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Plans and Specifications and Authorization to Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06)

SUMMARY

The City of Los Alamitos is being awarded \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program.

This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) and City Manager authorization to sign the Master Agreement(s) with Caltrans to facilitate the funding.

RECOMMENDATION

1. Approve the plans and specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,
2. Authorize Staff to advertise and solicit bid proposal; and,
3. Adopt Resolution No. 2023-12, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS RELATED TO CLAIMING FUNDS FOR THE BLOOMFIELD NEIGHBORHOOD STREET REHABILITATION PROJECT (CIP NO. 22/23-06) FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION."

BACKGROUND

The Coronavirus Response and Relief Supplemental Appropriations Act appropriated funding for Highway Infrastructure Programs to mitigate revenue loss due to the coronavirus pandemic. The Orange County Transportation Authority is authorized by the California Transportation Commission (CTC) to direct the utilization of a portion of these funds. OCTA has been approved to provide \$10.931 million to local agencies for local street and road rehabilitation and maintenance projects through the 2021 Pavement Management Relief Funding (PMRF) Program. The funding will be distributed through a formula based on population with a \$200,000 minimum guarantee. No local match is required for this program. However, per the guidelines provided by OCTA, the funds are to be primarily used for the construction portion of street pavement preservation, preventive maintenance, rehabilitation, and reconstruction. Funds should be utilized on facilities within the California Road System Map or the National

Highway System. Streets or roads that are functionally classified as Minor Collector or above are eligible.

DISCUSSION

The City of Los Alamitos proposes to grind and overlay Bloomfield Street from Katella Avenue to Florista Street as part of the City's ongoing pavement management program. The project will also replace damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps will be modified to current codes as necessary for accessibility.

The project will repair pavement that is experiencing pavement and base failure which has produced surface cracks and divots in the roadway. The majority of these uneven pavement sections are at the intersection of Katella Avenue and Bloomfield Street in the southerly direction. The following is an approximate timeline for the completion of the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06).

- 06/20/2023 Approval of plans & specifications by the City Council
- 06/27/2023 Advertise project
- 07/18/2023 Bid opening
- 08/21/2023 Award of Contract (City Council Meeting)
- 09/25/2022 Start of construction
- 11/06/2022 End of construction

FISCAL IMPACT

Funding for this project is included in the 2022-2023 adopted budget and includes funds as shown below:

Source			Amount
Pavement Management Relief	Funding		\$200,000
(PMRF)			
Gas Tax			\$100,000
Project Total			\$300,000

- Attachment:
1. Resolution No. 2023-12 - Funds from CA Department of Transportation
 2. Bloomfield Street Improvement Plans
 3. Bloomfield Street Improvement Specifications

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS RELATED TO CLAIMING FUNDS FOR THE BLOOMFIELD NEIGHBORHOOD STREET REHABILITATION PROJECT (CIP NO. 22/23-06) FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Los Alamitos (City) is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation (Caltrans); and,

WHEREAS, the City is being provided \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program for the Bloomfield Street Improvement Project; and,

WHEREAS, the City has and/or will apply for additional grant funding from Caltrans; and,

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with Caltrans before such funds can be claimed; and,

WHEREAS, the City wishes to delegate authority to execute these agreements and any amendments thereto to the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Manager is hereby authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements and any amendments thereto with Caltrans as may be required to claim and utilize funds provided for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06).

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, and ADOPTED this 20th day of June 2023.

Tanya Doby, 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 20th day of June, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

UTILITY CONTACTS:

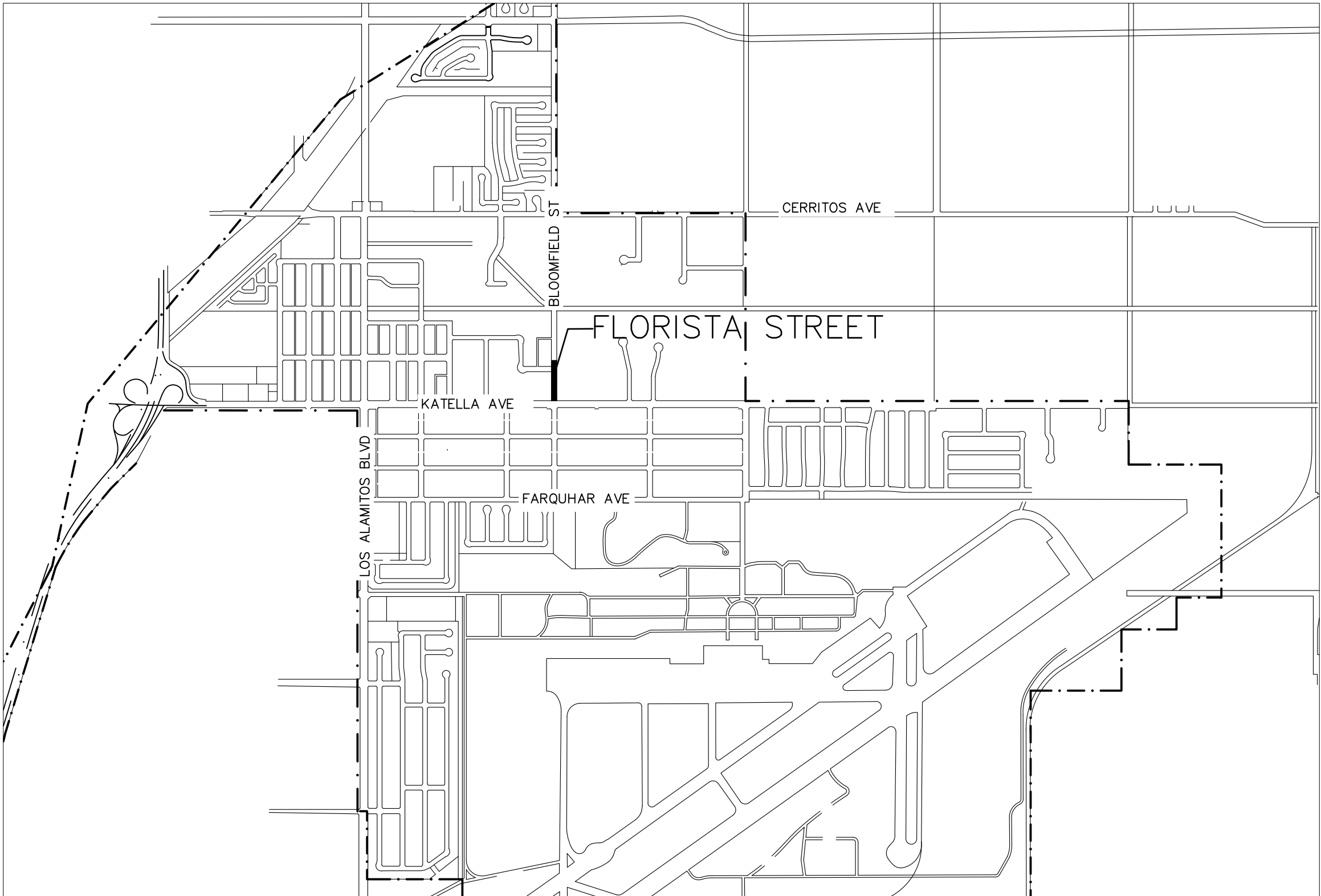
CENCO REFINING CO. (562) 944-6111
ORANGE COUNTY SANITATION DIST. (714) 962-2411
ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
GOLDEN STATE WATER COMPANY (714) 503-6991
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

FEDERAL PROJECT NO. CRAL-5363(013)
BLOOMFIELD STREET IMPROVEMENT
PROJECT - KATELLA AVENUE
TO FLORISTA STREET

CIP NO. 22/23-06



VICINITY MAP

SCALE : NTS

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAIL SHEET
3	BLOOMFIELD ST--FROM KATELLA AVE TO STA 15+88
4	BLOOMFIELD ST--FROM KATELLA AVE TO STA 15+88

APPROVED: CITY OF LOS ALAMITOS

BY: _____ DATE: _____

DEVELOPMENT SERVICES DIRECTOR

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING, AND STRIPING, AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

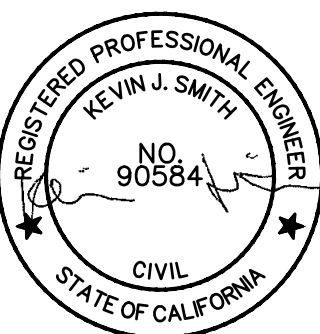
AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525

REVISIONS

REFERENCES

APPV'D

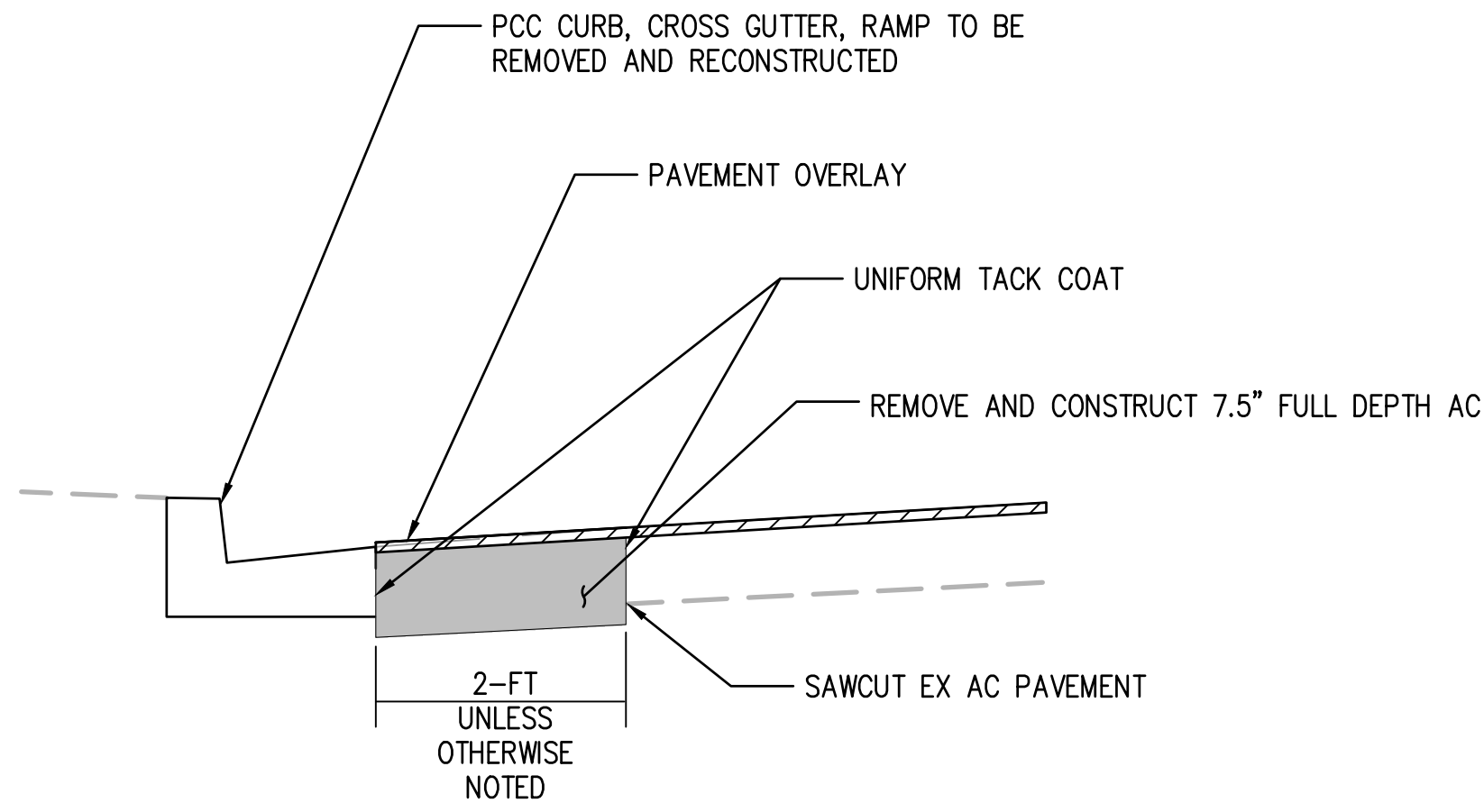


WILLDAN Engineering
2401 East Katella Ave. Suite 400, Anaheim, California 92806
714/978-8200 fax 714/978-8209

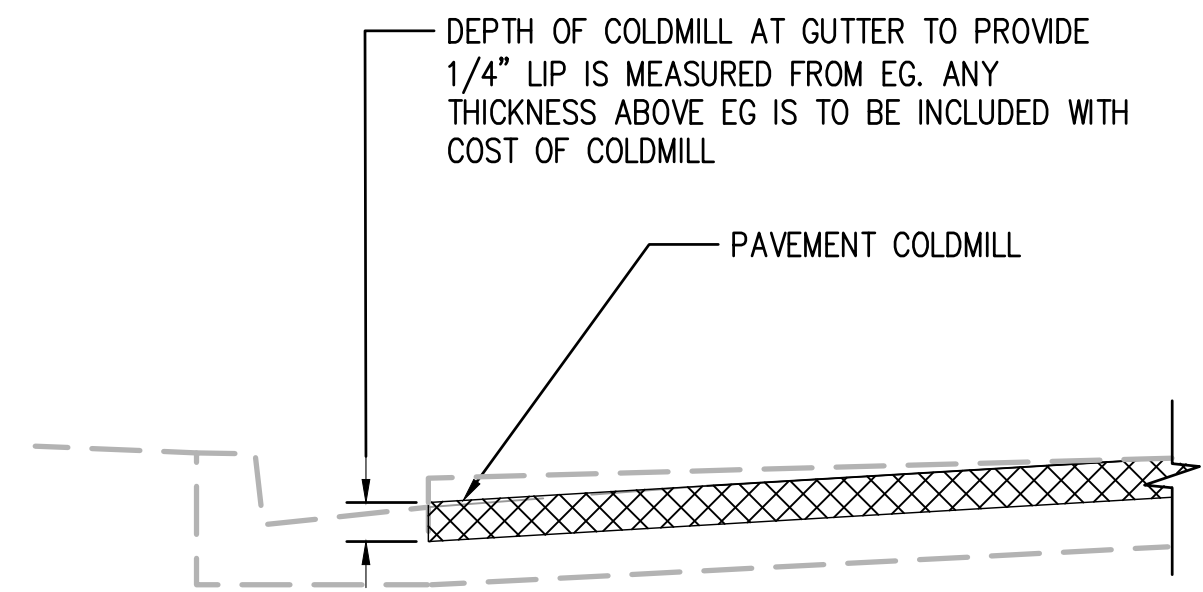
DRAWN BY	AM	DATE	3/2/2023
CHECKED BY	KS, MC	DATE	3/2/2023
DESIGNED BY	AM	DATE	3/2/2023
APPROVED	3/2/2023		
City Engineer	Date		

CITY OF LOS ALAMITOS

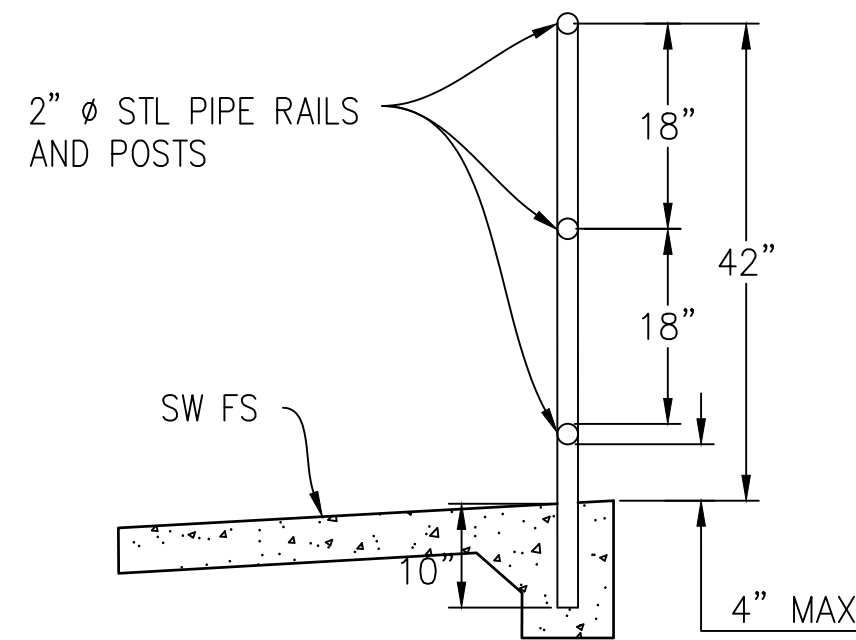
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
TITLE SHEET
FROM KATELLA AVE TO FLORISTA ST



SLOT PAVEMENT DETAIL
NTS

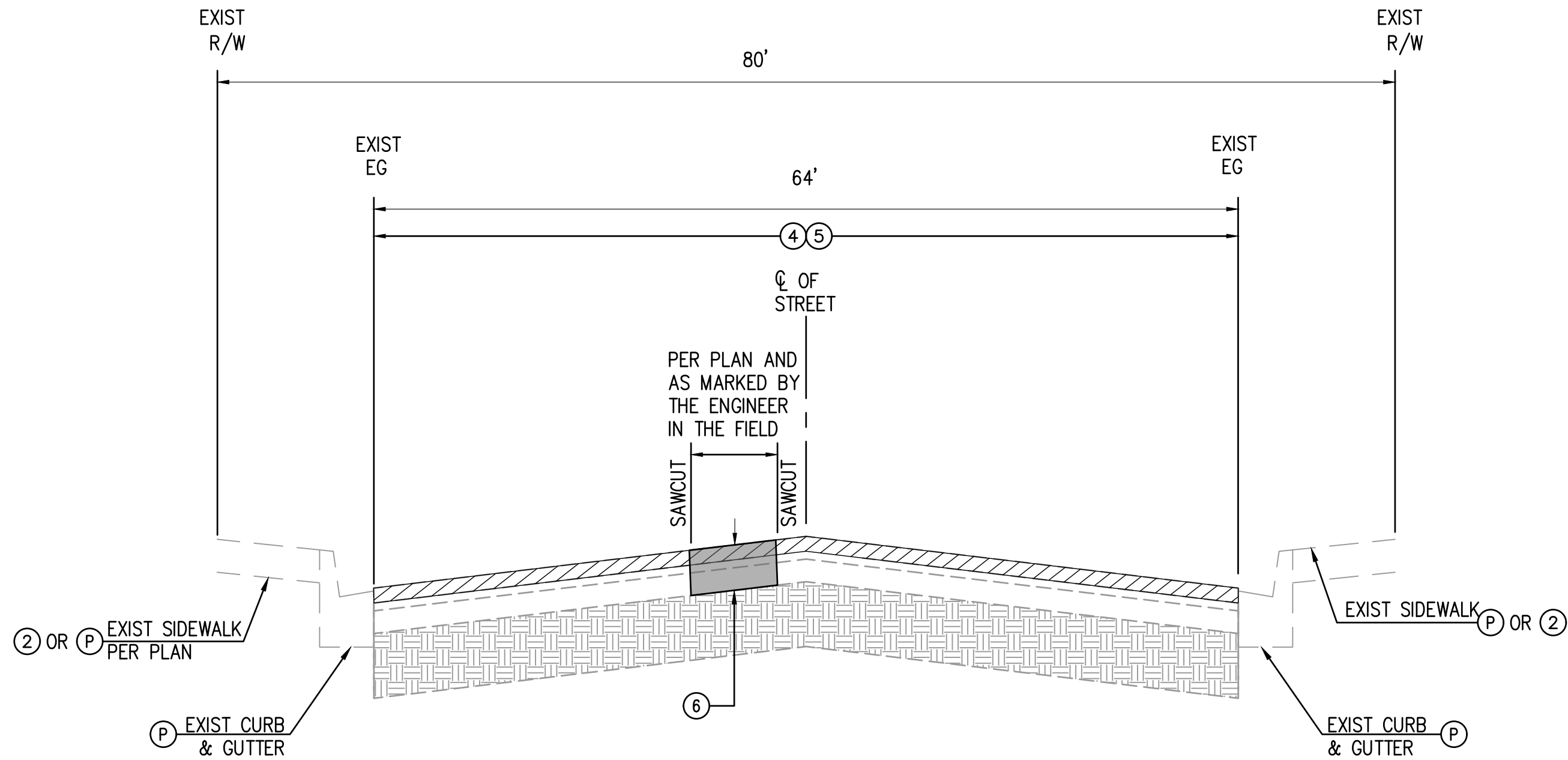


COLDMILL AT GUTTER DETAIL
NTS

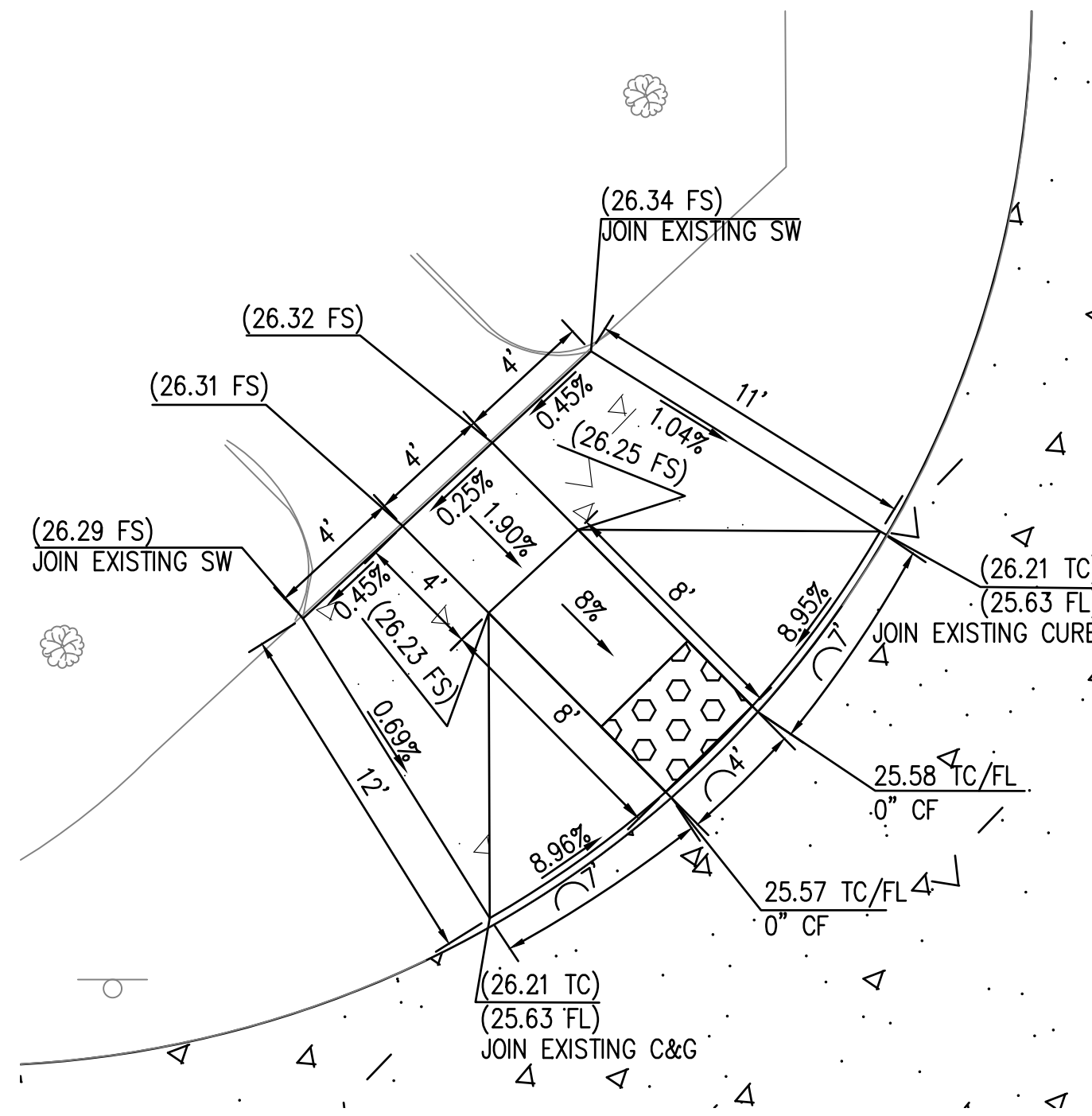


HAND RAIL DETAIL
NTS

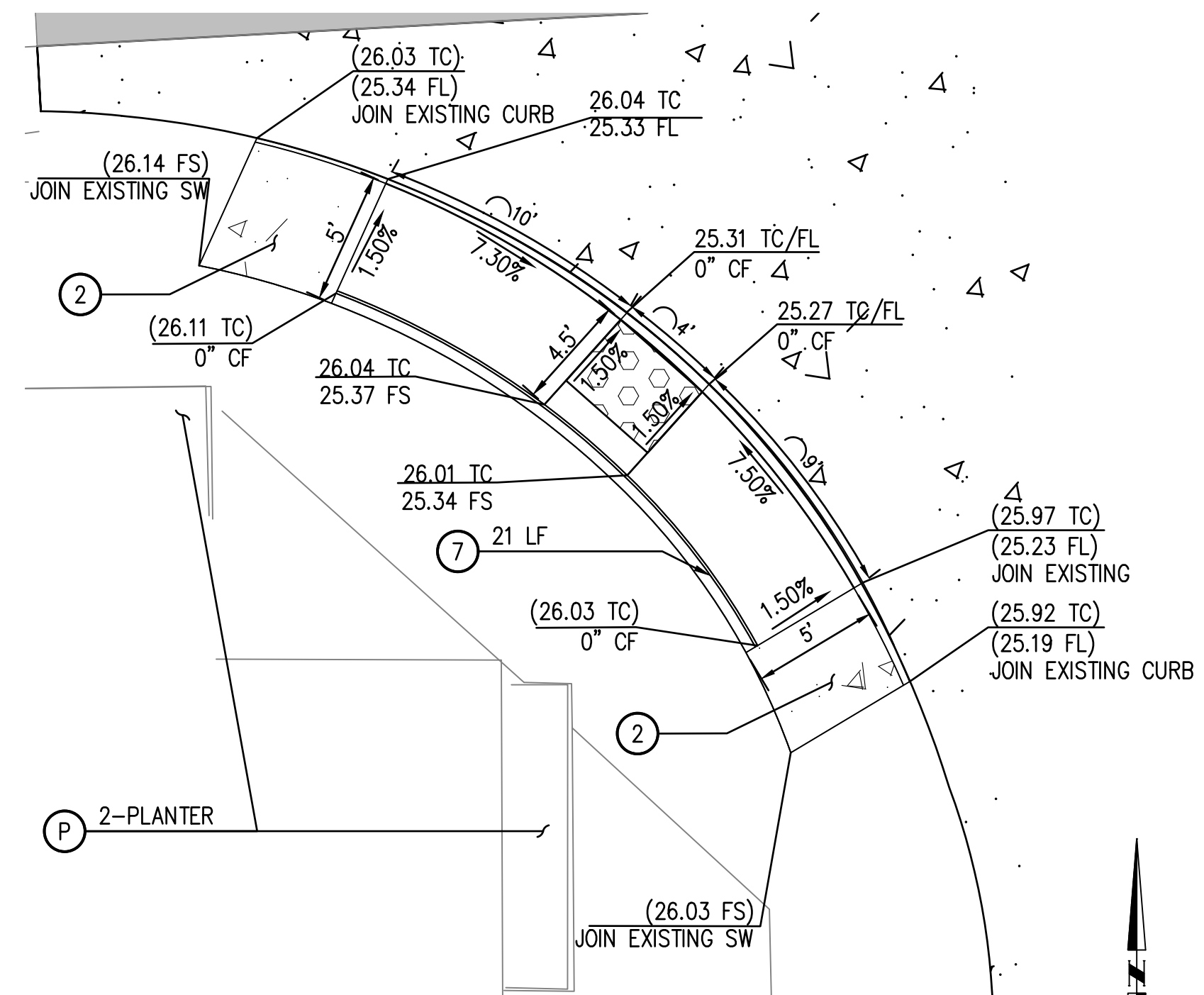
* REFER SPPWC STD PLAN 606-5, TYPE "B" FOR METAL HAND RAILING DETAILS NOT SHOWN



TYPICAL SECTION FOR BLOOMFIELD ST
NTS



CURB RAMP DETAIL B
SCALE 1"=5'



CURB RAMP DETAIL A
SCALE 1"=5'

CONSTRUCTION NOTES:

- 1 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3. MATCH EXISTING.
- 2 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 3 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5. CASE AND TYPE PER PLAN
- 4 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 5 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 6 REMOVE EXISTING AC/AB AND CONSTRUCT 7.5-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 7 CONSTRUCT HANDRAIL PER SPPWC STD 606-4, PER DETAIL ON SHEET 2
- AD DOUBLE ADJUST UTILITY TO GRADE BY OTHERS, TYPE PER PLAN.
- AG ADJUST TO GRADE (ITEM AS NOTED)
- P PROTECT IN PLACE

LEGEND

- COLD MIL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- REMOVE AND CONSTRUCT 7.5-INCH THICK AC PAVEMENT
- PCC IMPROVEMENTS

USER: kevin.smith
DATE: Mar 02, 2023 - 12:10pm
FILE: W:\WE-CAL\Los Alamitos, City of\110184.12-Bloomfield\900-PS&E\901-Plans\PL-02-DETAIL.dwg



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



WILLDAN Engineering		
2401 East Katella Ave., Suite 402, Anaheim, California 92805 714.978-8200 Fax 714.978-8299		
DRAWN BY	AM	2/23/2023
CHECKED BY	KS, MC	2/23/2023
DESIGNED BY	AM	2/23/2023
APPROVED	City Engineer	2/23/2023
		Date

CITY OF LOS ALAMITOS	
BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 DETAIL SHEET FROM KATELLA AVE TO FLORISTA ST	
SHEET 2 OF 4	

USER: kevin.smith
DATE: Mar 02, 2023 - 12:10pm
FILE: W:\WE-CALos Alamitos, City of\110184.12-Bloomfield\900-PS&E\901-Plans\PL-01-BLOOMFIELD.dwg

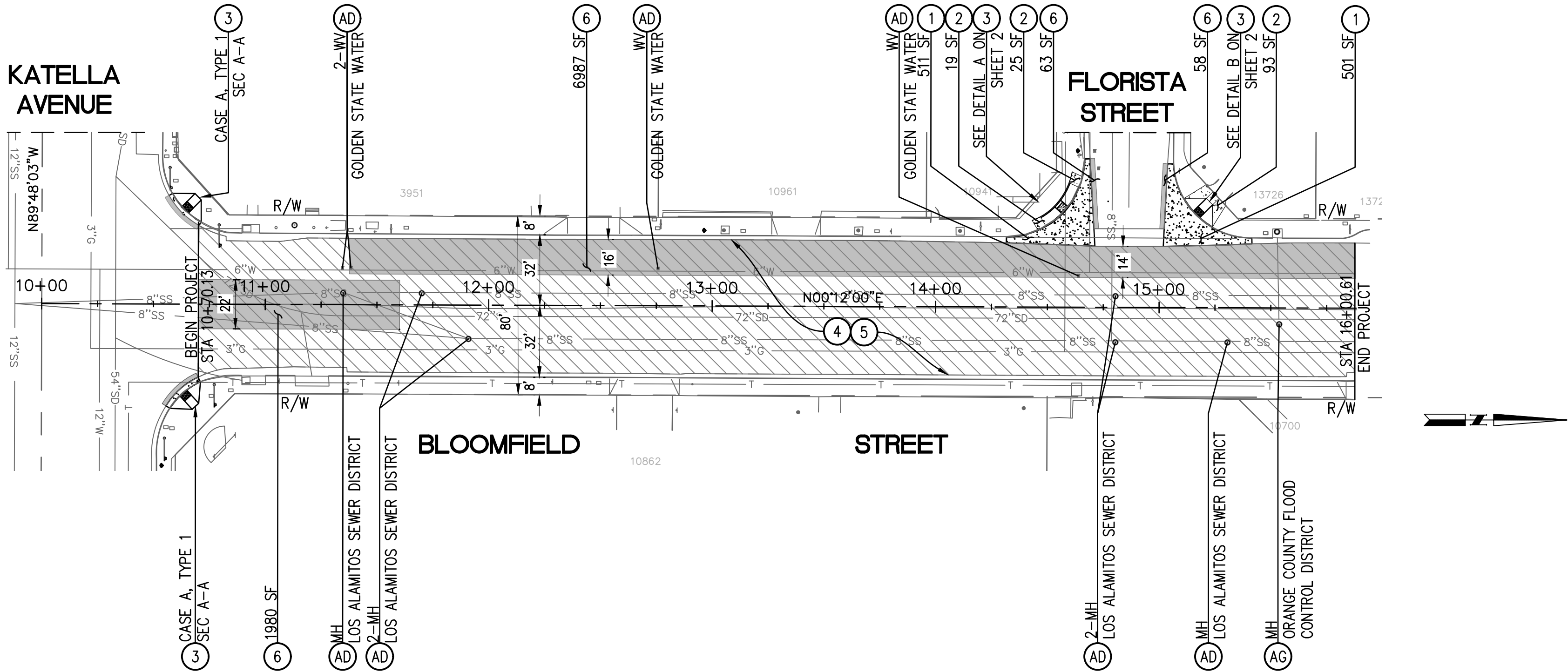


REVISIONS				REFERENCES	
NUMBER	DATE	INITIALS		APP'D	



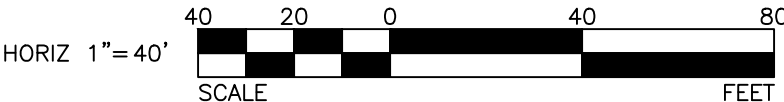
WILLDAN Engineering			DATE
DRAWN BY	AM		3/2/2023
CHECKED BY	KS, MC		3/2/2023
DESIGNED BY	AM		3/2/2023
APPROVED	3/2/2023		Date
City Engineer			

CITY OF LOS ALAMITOS		
BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 FROM KATELLA AVE TO STA 15+88 FROM KATELLA AVE TO FLORISTA ST		
		SHEET 3 OF 4



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 - PCC IMPROVEMENTS

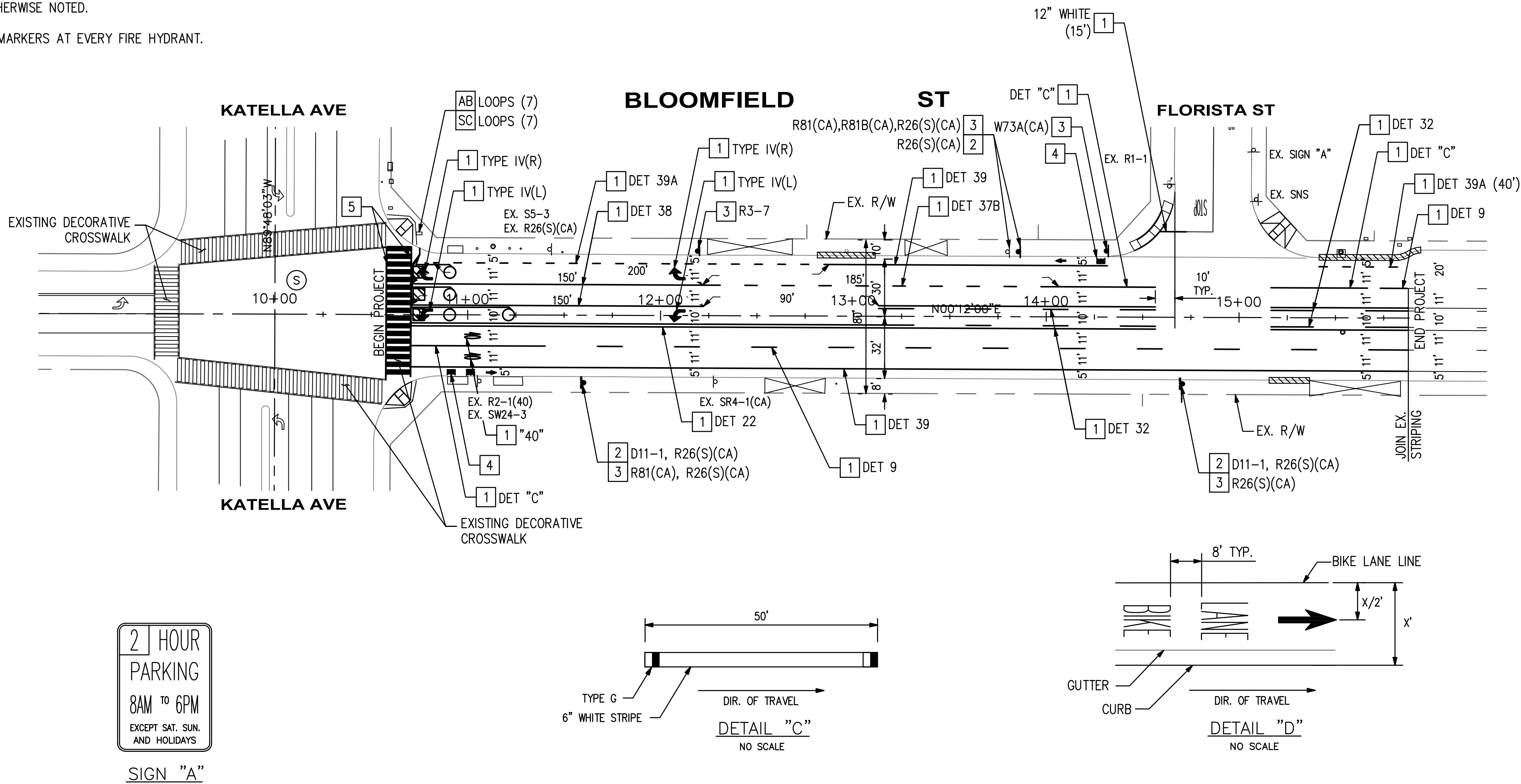


SIGNING AND STRIPING GENERAL NOTES

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- REMOVAL OF ALL STRIPING AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- ALL CROSSWALKS SHALL BE PAINT, 3 COATS.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKINGS THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, 2 COATS. APPROXIMATELY 105 LINEAR FEET OF CURB MARKINGS TO BE REPAINTED.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE LOOPS SHALL BE (6") DIAMETER TYPE E, CENTERED IN TRAVEL LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE D BICYCLE DETECTOR LOOPS (6" X 6") UNLESS SHOWN OTHERWISE. LIMIT LINE LOOPS SHALL BE PLACED AT THE BACK OF THE CROSSWALK OR LIMIT LINE.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

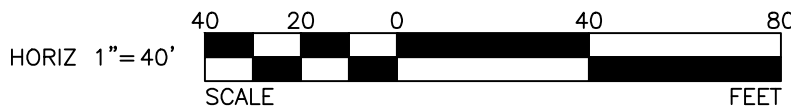
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- INSTALL "BIKE LANE" AND BIKE LANE ARROW PAVEMENT MARKING PER DETAIL "D".
- REPAINT 12" WIDE YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 12' IN WIDTH (INSIDE TO INSIDE). (PAINT, 3 COATS)



LEGEND

- (S) SIGNALIZED INTERSECTION
- RE-PAINT EXISTING RED CURB

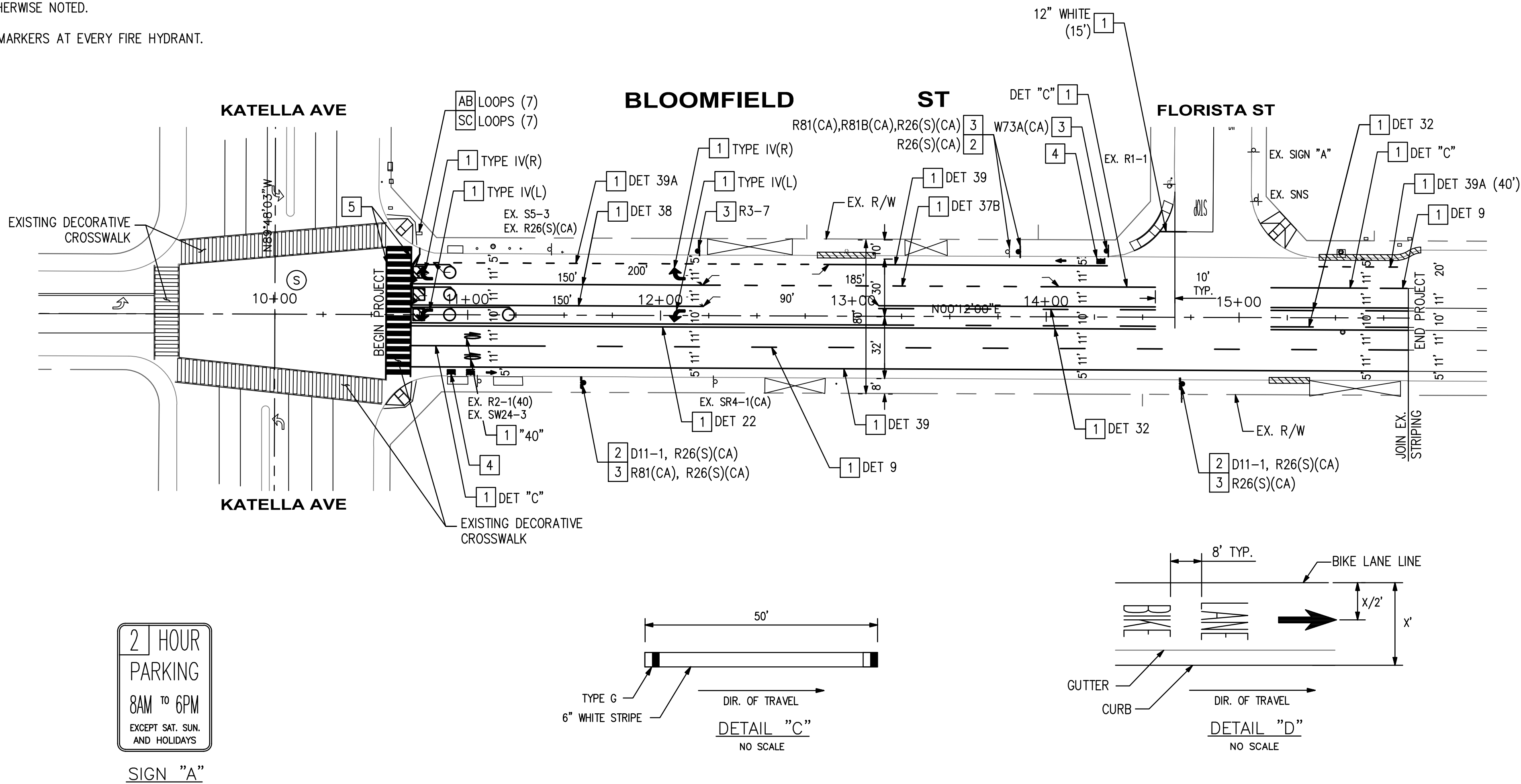


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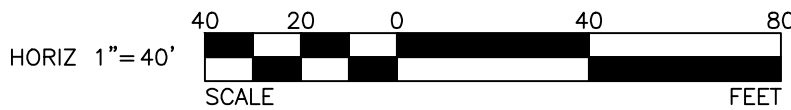
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- RE-PAINT EXISTING RED CURB



REVISIONS

REFERENCES



DRAWN BY	RG	3/7/2023
CHECKED BY	JL	3/7/2023
DESIGNED BY	RG/JL	3/7/2023
APPROVED	3/7/2023	
City Engineer	Date	

CITY OF LOS ALAMITOS

BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
SIGNING AND STRIPING PLAN
FROM KATELLA AVE TO FLORISTA ST

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

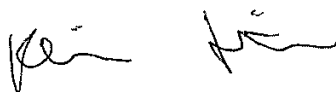
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

FEDERAL PROJECT NO. CRAL-5363(013)

FEBRUARY 2023

Ron Noda
Development Services Director

Chris Kelley, P.E.
City Engineer



Kevin J. Smith, P. E.
P.E. 90584

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
 2. Bid bond required – 10% of bid amount to be submitted with bid.
 3. Bids must be received by 11:00 a.m. on the 15th day of December 2021
-

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

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

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

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TABLE OF CONTENTS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS.....	F
SPECIAL PROVISIONS – SIGNING, STRIPING AND PAVEMENT MARKERS	G
FEDERAL PROVISIONS.....	APPENDIX – PART 1

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SECTION A
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, reconstruct failing asphalt, reconstruct damaged curb ramps, and construct new curb ramps on Bloomfield Street from Katella Avenue to Florista Street. In addition, the project will also include adjustment of existing utility surface facilities to grade and signing and striping. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

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

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

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

“SEALED BID FOR BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent

(10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

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

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

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

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

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

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

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

A pre-bid meeting is scheduled for [TIME] on [DATE] at [ADDRESS]. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting [is/is not] mandatory.**

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

The DBE contract goal for this project is 18%.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. General Services Department website: <https://sam.gov/content/wage-determinations> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California

Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to "Buy America" requirements as amended and described in the Specifications.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

SECTION B

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **20 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$1,500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
PROPOSAL INFORMATION AND DOCUMENTS**

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

BID SCHEDULE (Continued)

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	23,920	SF	\$	\$
4	Remove and Construct 6-Inch Full Depth Asphalt Concrete Pavement	415	TN	\$	\$
5	Construct 1.5-Inch Thick ARHM Overlay	278	TN	\$	\$
6	Adjust Manhole Cover to Grade	1	EA	\$	\$
7	Install Signing and Striping Complete per Plans	1	LS	\$	\$
8	Remove and Replace Curb Ramp, Type per Plan	3	EA	\$	\$
9	Construct Handrail Per SPPWC Std 606-4	21	LF	\$	\$
10	Install Detector Loop Complete Per Plan	7	EA	\$	\$
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words): _____

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

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

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

(Company Name of Bidder)

(Date)

BID BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

PRINCIPAL*

SURETY*

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

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

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ .FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years
NAME							☐ < \$1 million
							☐ < \$5 million
							☐ < \$10 million
City, State							☐ < \$15 million
							Age of Firm in years

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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City, State							< \$15 million
							Age of Firm in years
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							< \$10 million
City, State							< \$15 million
							Age of Firm in years
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City, State							< \$15 million
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City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

SECTION D

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

NON-COLLUSION AFFIDAVIT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

BLOOMFIELD STREET IMPROVEMENT PROJECT

CIP NO. 22/23-06

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this ___ day of **Month**, 20**XX** (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and CONTRACTOR'S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

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

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title

Contractor's License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

Contractor*

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

Surety*

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

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

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

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

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

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

MAINTENANCE BOND
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

....., 20__.

Contractor*

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

SURETY*

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

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

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

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

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

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

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

4-6 TRADE NAMES

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

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5.4 INSURANCE

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

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

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

MATERIALS

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

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

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

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

INSTALLATION

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

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

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

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

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

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

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

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

Measurement and payment for **Project Information Sign** shall be included in the mobilization bid item and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

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

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

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

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

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

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

SECTION 9 – CONSTRUCTION DETAILS

7-3.2 ORDER OF WORK

The Contractor shall phase the work on West Ward Ave. according to the following:

- 1) PCC improvements
- 2) Lowering of utilities (coordinate with utility agencies)
- 3) AC Pavement Reconstruction (Digouts)
- 4) Asphalt cold milling
- 5) Crack repair
- 6) Rout and seal cracks
- 7) HMA Overlay
- 8) Slurry Seal Joint Treatment
- 9) Utility cover adjustments (coordinate with utility agencies)
- 10) Pavement delineation
- 11) Restoration of Monuments

Any pavement repairs within designated cold milling areas shall be completed prior to cold mill operations. Cold milling operations shall not be performed more than 2-calendar days ahead of paving. Pavement repairs shall be constructed the same day they are removed. The Contractor must place concrete within 3 working days after the removal of existing concrete. Manhole frames and covers to be raised shall be raised and patched with ARHM within 3 calendar days of final day of ARHM overlay paving.

PAYMENT

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

SECTION F
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

**SPECIAL PROVISIONS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

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

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

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

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

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

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

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

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

Replace the first paragraph with the following:

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

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

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

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

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

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

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

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

A copy of test results shall be provided to the Engineer immediately upon completion of

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

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

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

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

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

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

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

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

203-11.2.4 Aggregate.

Replace this section with the following:

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

All aggregate used for ARHM shall be crushed aggregate.

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

203-11.3 Composition and Grading.

Add the following:

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

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air

voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

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

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

203-11.4 Mixing Asphalt and CRM.

Add the following:

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

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

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

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

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

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

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

203-11.5 Equipment for production of Asphalt-Rubber.

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

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

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

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

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to

the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

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

211-1.2 Field Density.

Add the following:

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

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

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

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

300-1.2 Root Pruning and Tree Trimming.

Add the following:

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

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

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

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

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

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

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

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

Add the following Subsection 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

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

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

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

300-2.9 Payment.

Replace the first sentence with the following:

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

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

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

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

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

300-4.10 Payment.

Replace this subsection with the following:

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

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

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

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

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

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

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

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

302-5.4 Tack Coat.

Add the following:

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

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

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

*BKF LV II, spdI #21 @ 20 RPM

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

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

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

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

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

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

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

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

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

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

302-5.5 Distribution and Spreading.

Add the following:

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

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

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

302-5.9 Measurement and Payment.

Add the following:

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

Payment **Remove and Construct 7.5-Inch Full Depth AC** shall be paid at the contract price per **ton (TON)** and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include furnishing the material, placement, compaction, prime coat, tack coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications.

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

302-9.1 General.

Add the following:

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

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

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

302-9.3 Distribution and Spreading.

Add the following:

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

(143 degrees Celsius).

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

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

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

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

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

302-9.4 Rolling.

Add the following:

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

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

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

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

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

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

Add the following Subsections:

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

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

The field density of compacted ARHM shall be determined by:

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

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

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

Bulk Specific Gravity =

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

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

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

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

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

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

93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

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

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

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

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

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

302-9.7 Rock Dust Blotter.

Add the following:

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

302-9.9 Payment.

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

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

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

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

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

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

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

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

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

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

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

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

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

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

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

303-5.9 Measurement and Payment.

Add the following:

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

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

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

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

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

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

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

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

Replace this subsection with the following:

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

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

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

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

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

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

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

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

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

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

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

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

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

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

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

Frame and Cover Sets to Grade.

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

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

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

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

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

403-5 PAYMENT

Add the following:

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

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

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

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

404-7 WORK SITE MAINTENANCE

Add the following:

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

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

404-11 PAYMENT

Add the following:

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

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

SECTION G
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits.

84-2.02C Paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping, crosswalks and pavement markings.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

APPENDIX – PART 1

Federal Provisions

NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

For your bid to be considered responsive, you must submit the following form, either with your bid or by 4:00 p.m. on the fifth calendar day following bid opening:

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-37)
- ☐ DBE Commitment form, Exhibit 9-I (p. F-39), plus quote/contract from each DBE

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ Proposer/Contractor – Good Faith Efforts, Exhibit 15-H (p. F-40)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-31)
- Public Contract Code Requirements (p. F-32)
- Debarment and Suspension Certification (p. F-33)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-34)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-35)

Construction Phase

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

If applicable, you will be required to submit the following forms each month during construction:

- ☐ Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F (p. F-43)
- ☐ Monthly DBE Trucking Verification, Exhibit 16-Z1 (p. F-45)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- ☐ Final Report – Utilization of Disadvantaged Businesses (DBE) and First-Tier Subcontractors, Exhibit 17-F (p. F-47)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O (p. F-49)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1.	DISADVANTAGED BUSINESS ENTERPRISES (DBE).....	2
A.	NONDISCRIMINATION STATEMENT	2
B.	CONTRACT ASSURANCE	3
C.	PROMPT PROGRESS PAYMENT	3
D.	PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.....	3
E.	TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F.	COMMITMENT AND UTILIZATION	5
G.	DBE RUNNING TALLY OF ATTAINMENTS	6
2.	BID OPENING	6
3.	BID RIGGING	6
4.	CONTRACT AWARD	6
5.	CONTRACTOR LICENSE	6
6.	CHANGED CONDITIONS	6
A.	DIFFERING SITE CONDITIONS	6
B.	SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C.	SIGNIFICANT CHANGES IN THE CHARACTER OF WORK.....	7
7.	BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.....	7
8.	BUY AMERICA.....	7
9.	QUALITY ASSURANCE	8
10.	PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS	8
11.	FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS	9
12.	FEMALE AND MINORITY GOALS	23
13.	TITLE VI ASSURANCES	24
14.	USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)	28
15.	FEDERAL TRAINEE PROGRAM	28
16.	PROHIBITIONS OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES.....	29

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify at date of bid opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit toward the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient, or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient, or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract, and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license, and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must: (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal; and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 29 App. A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon

work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE Running Tally of Attainments

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

- 2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Los Alamitos the sum of \$1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the U.S. may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitutes 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work'
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract and, therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 13 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts, and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment, or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60 and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27 and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60, and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (*i.e.*, apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the nationally significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency, or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (see 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization. 23 CFR 635.116.

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower-tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions (based on longstanding interpretation):

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance, and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1 of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph 1 is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 636.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts, or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. CFR 180.220 and 1200.220.

1. Instructions for Certification – First-Tier Participants:

a. By signing and submitting this proposal, the prospective first-tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first-tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first-tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default. 2 CFR 180.325.

d. The prospective first-tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

f. The prospective first-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First-Tier Participants:

a. The prospective first-tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800;

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2 CFR 180.335(d);

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification – Lower-Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower-tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

c. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

e. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower-tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Participants:

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification shall be included in all lower-tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR 620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills-of-lading, certified onboard, dated, with rates and charges. These bills-of-lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor.) 46 CFR 381.7.

**ATTACHMENT A – EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1.c. shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The subcontractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics, and other employees required to perform the contract work; (b) the number of employees required in each classification; (c) the date on which the participant estimates such employees will be required; and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1.c. above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
178	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
179	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	
	0680 Bakersfield, CA	19.1
179	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
181	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and Appendix E. *(Appendix B is required only if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D are required only if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.)*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California

Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the

event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

15. FEDERAL TRAINEE PROGRAM (to be used when applicable)

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain approval from the City for this submitted information before the prime contractor starts work. The City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and the prime contractor does at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program with which the prime contractor will comply in providing the training.

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;

-
- Hangzhou Hikvision Digital Technology Company;
 - Dahua Technology Company; and
 - Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The ☐bidder / ☐proposed subcontractor hereby certifies that he ☐has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ c. initial award ☐ d. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) if necessary)</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Amount of Payment (check all that apply) \$ ☐ Actual ☐ Planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature Value		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) if necessary)</i>		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Los Alamitos 2. Contract DBE Goal: 18 %
3. Project Description: Bloomfield Street Improvement Project
4. Project Location: Bloomfield Street from Florista Street to Katella Avenue, Los Alamitos
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: \$ _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$
22. Local Agency Contract Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number: _____				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature _____		28. Date _____		17. Preparer's Signature _____
29. Local Agency Representative's Name _____		30. Phone _____		18. Date _____
31. Local Agency Representative's Title _____		21. Preparer's Title _____		19. Preparer's Name _____
				20. Phone _____

- DISTRIBUTION:
1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location(s) as shown on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 9-I: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONFIRMATION

FEDERAL PROJECT NUMBER CRAL-5363(013)		
NAME OF DBE BUSINESS		
NAME OF DBE REPRESENTATIVE		
DBE CERTIFICATION NUMBER		
NAME OF BIDDER		
NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER		
NAME OF REPRESENTATIVE OF PRIME CONTRACTOR		
DATE		
Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
¹ If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished. DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5 th day after bid opening.		Total As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form. Signature of DBE's Authorized Representative Printed Name of DBE's Authorized Representative Title of DBE's Authorized Representative Date

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). CRAL-5363(013) Cost Proposal Due Date _____ PE/CE
Bid Opening Date _____ CON

The City of Los Alamitos established a Disadvantaged Business Enterprise (DBE) goal of 18% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, *i.e.*, lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS

Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period, [ss] is a two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10th of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to business.support.unit@dot.ca.gov with a copy to the local administering agencies. **Do not submit this form with the invoice; it will not be processed.**

(1) Reporting Period (mm-yyyy)	(2) Federal Aid Project Number			(3) Caltrans District			(4) Local Agency
(5) Contract Number	(6) Total Contract Award Amount (\$)			(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)
(9) Business Name	(10) Amount Prime Invoiced This Period (\$)			(11) Amount Paid to Prime to Date (\$)			(12) Prime Certified DBE?
(13) DBE Subcontractor/Subconsultant Name	(14) DBE Cert. Number	(15) Contract Type	(16) Date of Payment	(17) Amount of This Payment	(18) Amount Paid to Date	(19) Amount Committed to This DBE	(20) Comments
			Totals				
List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE. By executing this 9-F, Contractor represents and warrants, under penalty of perjury, that: Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on the subject contract. Contractor paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.							
(21) Prime Contractor/Consultant Manager's Name (Print)			(22) Business Phone Number			(23) Date	
(24) COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: Business.Support.Unit@dot.ca.gov ; Copy: Local Administering Agency							

Exhibit 9-F Instructions**I. Purpose:**

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

II. Policy:

- A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete Exhibit 9-F Disadvantaged Business Enterprise Running Tally of Payments and email it to business.support.unit@dot.ca.gov and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.
- B. Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period, [ss] is the two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx.

III. Instructions:

1. **Reporting Period (mm-yyyy).** Indicate the month and year of payments being reported.
 2. **Federal Aid Project Number.** Enter the 7-digit federal-aid project number of the lead project on the contract. E.g., 6002(123) is a valid Federal Aid Project Number.
 3. **Caltrans District.** Enter the appropriate Caltrans District Number as 1 through 12.
 4. **Local Agency.** List the local agency's name.
 5. **Contract Number.** List the local agency assigned contract agreement number.
 6. **Total Contract Award Amount (\$).** Enter the total current contract award amount of the project.
 7. **DBE Goal Percentage (%).** Enter the contract DBE goal percentage as it appears on the project advertisement.
 8. **DBE Committed Percentage (%).** Enter percentage of the Prime contract committed to DBE firms.
 9. **Business Name.** List the name of the prime contractor/consultant.
 10. **Amount Prime's Invoice This Period (\$).** Enter the total invoice amount that prime submitted for reimbursement this period.
 11. **Amount Paid to Prime to Date (\$).** Enter the total payment that is paid to the Prime to date.
 12. **Prime Certified DBE.** Enter “Yes” if Prime Contractor/Consultant is a certified DBE and “no” otherwise. DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE subcontractor and DBE Prime's self-performance.
- Note: For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.
13. **DBE Firm Name.** List the DBE's firm name.
 14. **DBE Cert. Number.** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
 15. **Contract Type.** Select the most appropriate subcontractor contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) from dropdown list.
 16. **Date of Payment.** List current check date when a check is issued to the DBE for work performed by the DBE.
 17. **Amount of This Payment.** List the total amount paid to the DBE this period.
 18. **Amount Paid to Date.** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
 19. **Amount Committed to this DBE Firm.** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type “0.”
 20. **Comments.** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders were not issued, etc.
 21. **Prime Contractor/Consultant Manager's Name.** Enter the manager's name of the prime contractor/consultant of the project.
 22. **Business Phone Number.** Enter the manager's business phone number of the prime contractor/consultant.
 23. **Date.** Provide the date this form was prepared.
 24. **Copy Distribution.** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to email this form as provided in Section II. Policy, Paragraph A (above). Local agency will need to keep a copy with the contract file.

State of California-Department of Transportation

EXHIBIT 16-Z1 MONTHLY DBE TRUCKING VERIFICATION

Contract No.			Month			Year	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Highway Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
					\$		Lease Agreement ☐ with NON-DBE ☐ with DBE ☐
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
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*Upon Request, all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
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MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non-DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward the DBE goal. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward the DBE goal. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10K

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2023-03 and Authorization to Bid for Concrete Shaving Remediation Services (CIP No. 22/23-08)

SUMMARY

This item recommends action to solicit bids that will facilitate concrete shaving remediation services throughout the City.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2023-03 for concrete shaving remediation services throughout the City; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Los Alamitos has increasingly encountered issues with altered concrete sidewalks over the years. Altered sidewalks have been addressed in a variety of ways, including asphalt ramping, concrete shaving/grinding, and complete removal and replacement (R&R). While Staff has done an annual average of 250 linear feet of repairs, there are several areas of concern that cannot be attended to in a timely fashion. The assistance of a vendor will provide a more comprehensive and timely citywide approach to repairs.

DISCUSSION

The objectives of the Request for proposals (RPF) are to secure a timely, consistent, and cost-effective sidewalk assessment and remediation of altered concrete sidewalks from half an inch up to two inches at surveyed/pre-designated work areas. In order to provide the best possible maintenance, an RFP has been prepared to seek proposals from qualified contractors for the on-call assessment and sidewalk concrete shaving services.

The scope of service sought from this RFP will include but is not limited to the following:

- Assess sidewalks citywide for altered concrete sidewalks and provide a report on findings per city directions.
- Shave altered concrete sidewalks per City direction.

As proposed, this RFP will solicit services for sidewalk assessment and remediation of altered

concrete sidewalks from qualified contractors. Once a contractor is selected, a professional service agreement (PSA) will be established that will run for a term of two (2) years.

The following is an approximate timeline for awarding of the contract for these services:

- 06/20/23 City Council approval of RFP 2023-03 specifications
- 07/05/23 Advertise project
- 07/26/23 Bid opening
- 08/21/23 City Council Award of Contract

FISCAL IMPACT

The funding for this service will be expensed out of FY 2023-2024 - Account No. 10-542-5295.

Attachment: 1. Request for Proposals (RFP) 2023-03 - Concrete Shaving Remediation Services (CIP No. 22/23-08)

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

REQUEST FOR PROPOSALS (RFP) 2023-03
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JUNE 2023

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
2. Bid bond required – 10% of bid amount to be submitted with bid.
3. Bids must be received by 11:00 a.m. on the **24th day of July 2023**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS

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TABLE OF CONTENTS

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS.....	F

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SECTION A
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the Development Services Department 3191 Katella Avenue, Los Alamitos, CA 90720 up to the hour of 11:00 a.m., on the 24th day of July, 2023. The bids will be publicly opened and read at 11:00 a.m. on the 24th day of July, 2023, in the Los Alamitos City Hall Council Chambers.

The Project involves on-call sidewalk assessment and remediation of concrete sidewalk trip hazards from ¼ inch and up to 2 inches at surveyed/pre-designated work areas within the AGENCY.

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

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

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

“ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

DO NOT OPEN WITH REGULAR MAIL”

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

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

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

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

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

If you have any questions, please contact Lorry Hempe by email at lhempe@cityoflosalamitos.org.
BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION B

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration 60 WORKING DAYS. The Contractor shall pay to the Agency the sum of \$500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Lorry Hempe at lhemp@cityoflosalamitos.org.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

B1.23 SB 854

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION C

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

NAME OF BIDDER: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BID SCHEDULE (Continued)

**ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Trip Hazard Removal (1/4" to 2")	1,700	Inch Foot	\$	\$

BID SCHEDULE B – ADDITIVE ALTERNATE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price
2	Sidewalk Assessment Services	10	Sidewalk Mile	\$	\$

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut .

Example (1): A sidewalk off-set on a 4-foot wide sidewalk that consist of .5” rise on one side and tapers down to a zero rise on the other is calculated as follows:

$$((0.5'' + 0.0'')/2) \times 4' = 1\text{-inch foot}$$

Example (2): A sidewalk off-set on a 4-foot wide sidewalk that consists of a 6” on one side and tapers down to a 0.5” rise on the other is calculated as follows:

$$((6'' + 0.5'')/2) \times 4' = 13\text{- inch foot}$$

Include hourly rates for additional work which may be authorized by the AGENCY’S City Manager or City Engineer

The quantities listed in the Bid Schedule are approximate and are provided as a basis for selecting the low bidder and the final quantity for the above bid items will vary.

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

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

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

(Company Name of Bidder)

(Date)

BID BOND

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2023.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____, FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No_____. If yes, provide the following information. (If more than once, use separate sheets):

Date:_____ Entity: _____

Location:_____

Reason:_____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No:_____Federal / State: _____

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

Have the penalties been paid? Yes / No:_____

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

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

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this BIDDER INFORMATION are true and correct. Executed this _____ day of _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08IN THE CITY OF LOS ALAMITOS, CALIFORNIA CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE
BOND MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

ON-CALL SERVICES FOR CONCRETE REMEDIATION

CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08 AGREEMENT ("AGREEMENT") is made and entered into for the above- stated project this day of Month, 20XX (Council Action Date Here), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as _____ "AGENCY", and CONTRACTOR'S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: RON NODA

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

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

CONTRACTOR: Contractor's Business Name

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

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

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

Surety* _____

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

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

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

FAITHFUL PERFORMANCE BOND

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: ON-CALL SERVICES FOR CONCRETE REMEDIATIONCIP NO. 22/23-__ which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

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

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

MAINTENANCE BOND
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]Dollars (\$XXX,XXX.XX), which is fifty

percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

_____, 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

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

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

Contractor's Business Name .

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth t h e r e o n :

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

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

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

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

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

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

The work includes, but is not necessarily limited to, the following items:

Services shall include sidewalk assessment and remediation of concrete sidewalk trip hazards from ½” and up to 2” at surveyed/pre-designated work areas within the Agency. Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Any panels inspected and deemed not to be at a zero point of differential by Agency shall be repaired to the required specifications at no additional cost to Agency.

Remediation services shall not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. Contractor must repair each sidewalk trip hazard without damage or visible marking to adjacent slabs or curbs.

Damage to irrigation sprinklers and piping of any property shall be repaired by Contractor within 48 hours. Damage to lawn areas of any property shall be repaired by Contractor within a reasonable time as approved by the Contract Officer. Damage to buildings, fences, block walls, or existing concrete areas as a result of the work shall be repaired by Contractor within ten (10) calendar days. If Contractor fails to comply with these requirements, the Agency shall arrange for the work to be done by other means and will deduct 150% of the cost from the Contractor's next pay estimate.

Must comply with Cal-OSHA Regulations including but not limited to permissible exposure limit of 50 micrograms per cubic meter (Cal-OSHA Section 1523.3. Occupational Exposure to Respirable Crystalline Silica).

2-1.2 EQUIPMENT/PROCESS REQUIRED

Contractor shall use a horizontal saw cutting technique that guarantees a planar surface after cutting. Contractor shall guarantee specified repair slope (1:8 or 1:12 based upon requirement outlined by the Agency) is achieved. If defined slope is not achieved, Contractor shall repair to specification at no additional charge to Agency, within 24 hours of discovery.

No water cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractors shall use a dust abatement system that limits the dust emitted from the cutting.

The Contractor shall guarantee the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

The hardware shall be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard shall not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Sidewalk repair equipment and all other items incidental to the Services shall not be left or stored on the sidewalk or on private property while not in use.

A dust abatement system must be used to limit the dust being emitted.

Contractor shall provide clean-up services for all remediation services performed, at no additional cost to Agency. Clean-up services shall consist of full clean-up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in unit cost and not invoiced/paid separately.

2-1.3 CONSTRUCTION HOURS

Construction activities are not permitted before 8am or after 5pm. Concrete slicing, which exceeds a noise level of 80-85 dBA, shall only be permitted between 10am and 3pm, unless otherwise approved by Agency with an "after hours" Agency encroachment permit.

2-1.4 SIDEWALK ASSESSMENT AND DATA COLLECTION

Contractor shall inspect sidewalks and provide a written inspection report. Agency shall determine the area to inspect. The inspection report shall at a minimum include identification, location and description of each problem and recommended action to take. The Agency shall review the

assessment and approve locations for Contractor to remediate. The Agency may change the format of the inspection report.

Contractor shall utilize a data collection device that records the details of all services performed, and transmit the data electronically. The recording device must be able to record sizes of trip hazards, GPS coordinates, hazard locations plotted to a map, address, and also provide this data electronically in order to integrate into a GIS system. Contractor shall submit detailed invoices setting forth the services performed in accordance with the formula for saw cutting calculations. All invoices must show the cut depth, size, length, width and address location.

The City will randomly inspect repairs to ensure the repair specifications are being met. If less than 95% of the inspected repairs meet the repair specifications, further inspection will be completed to determine the actual quantity of failed repairs. The Contractor, at no cost to the City, is responsible to fix any failed repairs. The City will not be obligated to pay for services that do not meet the repair specifications.

2-1.5 ON CALL SERVICES

Any “On Call” service shall be indicated by written request produced by the Project Manager with a description of the work to be performed and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

Contractor shall prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task, using the itemized fees in Exhibit C, Schedule of Compensation. Whenever a requested task is provided for in Exhibit C, explain how the cost was determined and a schedule for completion of the task which shall all collectively be referred to as the “Task Proposal”.

The Project Manager shall in writing approve, modify or reject the Task Proposal and may issue a “Notice to Proceed”.

The task shall be performed at a cost not to exceed the Task Budget.

Contractor shall complete the task and deliver all deliverables to the Project Manager by the Task Completion Date. To the extent practicable and unless as otherwise specified in the Task Proposal approved by the Project Manager, each Task shall be completed within one working day of issuance of the “Notice to Proceed”.

2-2 PERMITS

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

2-3 RIGHT-OF-WAY

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

2-4 COOPERATION AND COLLATERAL WORK

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

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

3-5 INSPECTION

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

3-10 SURVEYING

3-10.1 GENERAL

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 GENERAL

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 GENERAL

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

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

3-12.6.3 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

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

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

3-12.6.5 PAYMENT

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

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

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

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

3-13.3.4 GENERAL GUARANTY

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

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

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

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

4-4 TESTING

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

4-6 TRADE NAMES

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 GENERAL

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

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

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5.4 INSURANCE

5-4.2 GENERAL LIABILITY INSURANCE

5-4.2.1 GENERAL

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

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

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

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such

certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

5-8 PROJECT INFORMATION SIGN

No project information sign is needed for this Project.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in TABLE 1 – AGENCY- DESIGNATED HOLIDAYS below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 EXTENSION OF TIME

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

6-4.2.1 COMPENSATION TO AGENCY FOR EXTENSION OF TIME

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Manager
2. City Engineer

Should the Project Manager fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall be paid per a separate lump sum bid item.

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility

companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

ON-CALL SERVICES FOR CONCRETE REMEDIATION

CIP NO. 22/23-08

TECHNICAL PROVISIONS

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included in other bid items and no additional payment will be made therefore.

- (1) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (2) Clearing and removal of debris from site of work.
- (3) Delay in work necessary to accommodate utility relocations by others.
- (4) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

300-2 UNCLASSIFIED EXCAVATION

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per Section 400. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

Replace the second paragraph with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

400-3 PAYMENT

Replace the last sentence of the first paragraph with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry

Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in SECTION 3 – CONTROL OF THE WORK of the SSPWC Standard Specification.

SECTION 404 - COLD MILLING

404-12 Payment

Measurement and Payment for **Trip Hazard Removal (1/4" to 2")** shall be paid per **Inch Foot (in-ft)** and shall include full compensation for labor, materials, equipment, mobilization, traffic control, grinding /shaving of sidewalk, meeting OSHA requirements, and any other incidentals required for removing trip hazards and no additional compensation shall be made therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for Traffic Control shall be at the lump sum (LS) bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

APPENDIX – PART 1
Standard Plans

None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10L

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Annual Comprehensive Financial Report (ACFR)

SUMMARY

For City Council consideration is the receipt of the fiscal year 2021-22 audit reports.

RECOMMENDATION

Receive and file the annual audit reports for fiscal year 2021-22, including the Annual Comprehensive Financial Report (ACFR) and Report on Applying GANN Agreed-Upon Procedures (GANN AUP) Appropriation Limit Worksheets.

BACKGROUND

Each year an independent audit of the City is conducted in conformity with Generally Accepted Auditing Standards (GAAS). Those standards require that an independent Certified Public Accountant plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The auditor also expresses an opinion on the fairness of the presentation of the financial position and the results of operations of the government's basic financial statements in conformity with Generally Accepted Accounting Principles (GAAP).

DISCUSSION

This item was pulled from an earlier Council Meeting because errors had been detected. One of the errors was in the narrative section of the report in table 2 on page 8 that had a typographical error and resulted in an overstatement of one of the numbers.

The other error was in connection with a reference used on page 20, where a different municipal jurisdiction other than Los Alamitos had been noted. The errors did not have any impact on the financial statements.

Finance consulted with another auditing firm, Rogers, Anderson, Malody & Scott, LLP (RAMS) to perform a peer review of the original report prepared by the City's current auditor, Gruber and Lopez. In addition, the ACFR report has been thoroughly reviewed by Finance staff to ensure its accuracy. All of the noted errors have been corrected.

As a result of the problematic nature and the quality of the original report prepared by Gruber and Lopez, the City will be engaging with a new auditing firm for the remaining two years of the audit contract, FY22-23 and FY23-24.

FISCAL IMPACT

None.

Attachment: 1. Annual Comprehensive Fiscal Report 2022
 2. GANN Agreed-Upon Procedure Report

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

FISCAL YEAR ENDED JUNE 30, 2022



My City  My Los Al

City of Los Alamitos

Los Alamitos, California

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2022

Prepared by the
Finance Department of Los Alamitos

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City of Los Alamitos
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

Table of Contents

	<u>Page</u>
<u>INTRODUCTORY SECTION (UNAUDITED)</u>	
Letter of Transmittal	i
Organizational Chart	v
Principal Officials of the City of Los Alamitos	vi
Certificate of Achievement for Excellence in Financial Reporting – Government Finance Officers Association	vii
<u>FINANCIAL SECTION</u>	
Independent Auditors’ Report on Financial Statements	1
Management’s Discussion and Analysis	5
Basic Financial Statements:	
Government – Wide Financial Statements:	
Statement of Net Position	15
Statement of Activities	17
Fund Financial Statements:	
<i>Governmental Fund Financial Statements:</i>	
Balance Sheet	21
Reconciliation of the Governmental Funds Balance Sheet to the Government–Wide Statement of Net Position	22
Statement of Revenues, Expenditures, and Changes in Fund Balances	23
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government–Wide Statement of Activities	24
<i>Proprietary Fund Financial Statements:</i>	
Statement of Net Position	27
Statement of Revenues, Expenses, and Changes in Net Position	28
Statement of Cash Flows	29
Notes to the Basic Financial Statements	31

City of Los Alamitos
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

Table of Contents

	<u>Page</u>
<u>FINANCIAL SECTION (Continued)</u>	
Required Supplementary Information (Unaudited):	
Budgetary Comparison Schedule – General Fund.....	64
Notes to the Budgetary Comparison Schedule	65
Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios - Miscellaneous.....	66
Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios - Safety.....	67
Schedule of City's Contributions - Pension.....	68
Schedule of Changes in Net OPEB Liability and Related Ratios.....	69
Supplementary Information:	
<i>Nonmajor Governmental Funds:</i>	
Combining Balance Sheet	71
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances	75
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual	
<i>Nonmajor Special Revenue Funds:</i>	
Community Development Block Grant.....	79
Measure M.....	80
Los Alamitos Television.....	81
Office of Traffic Safety	82
Asset Seizure	83
Public Safety Augmentation.....	84
State Law Enforcement Service	85
Air Quality.....	86
State Gas Tax.....	87
<i>Nonmajor Capital Project Funds:</i>	
Park Development	88
Building Improvement	89
Residential Streets/Alleys.....	90
Traffic Improvement Fund	91
<i>Nonmajor Debt Service Fund:</i>	
Debt Service	92
<i>Internal Service Funds:</i>	
Combining Statement of Net Position	93
Combining Statement of Revenues, Expenses, and Changes in Net Position	95
Combining Statement of Cash Flows	97

City of Los Alamitos
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

Table of Contents

	<u>Page</u>
<u>STATISTICAL SECTION (Unaudited)</u>	
Net Position by Component Last Ten Fiscal Years.....	101
Changes in Net Position Last Ten Fiscal Years	102
Fund Balances of Governmental Funds Last Ten Fiscal Years.....	104
Changes in Fund Balances of Governmental Funds Last Ten Fiscal Years.....	106
2021/22 Use Category Summary-Basic Property Value Table Last Ten Fiscal Years	108
Assessed Value and Estimated Actual Value of Taxable Property Last Ten Fiscal Years	110
Direct and Overlapping Property Tax Rates Last Ten Fiscal Years.....	111
Principal Property Taxpayers Current Year and Ten Years Ago	113
Property Tax Levies and Collections Last Ten Fiscal Years.....	114
Ratio of Outstanding Debt by Type Last Ten Fiscal Years.....	115
Direct and Overlapping Governmental Activity Debt.....	116
Legal Debt Margin Information	117
Demographic and Economic Statistics	118
Full-Time Equivalent City Government Employees by Function/Program Last Ten Fiscal Years	119
Operating Indicators by Function/Program Last Ten Fiscal Years	120
Capital Asset Statistics by Function/Program Last Ten Fiscal Years	122
Top 10 Businesses for Fiscal Yest 2021-22	123
Principal Employers	124



February 7, 2023

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Los Alamitos (the City) for the fiscal year ended June 30, 2022.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the costs of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements.

The City's financial statements have been audited by Gruber and Lopez, Inc., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2022. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative, introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Los Alamitos' MD&A can be found immediately following the report of the independent auditors.

City of Los Alamitos Profile

The City of Los Alamitos, which has a population of 11,780, is 4.3 square miles, and is located in the northwest section of Orange County. The City is strategically located in Southern California, 30 miles from downtown Los Angeles and 10 miles from Anaheim. The City is 10 miles northeast of the seaport terminal of Long Beach, and 13 miles northeast of the Port of Los Angeles. Neighboring communities include Long Beach, Seal Beach, Cypress and Garden Grove.

The City of Los Alamitos is a Charter City and was incorporated on March 1, 1960. The City has a Council-Manager form of government. The City Council is comprised of five members elected bi-annually to four-year alternating terms. The City Council annually elects a Mayor from its members. The City Council appoints the City Manager, who is responsible for the day-to-day administration and management of City business within all City departments. The City of Los Alamitos employs a staff of forty-eight budgeted full-time employees. The City has contracts with Woodruff, Spradlin & Smart for city attorney services and Liebert Cassidy Whitmore for legal services related to labor and employment law.

The City of Los Alamitos provides many services, including police protection, construction and maintenance of streets and other infrastructure, public improvements, planning and zoning, economic development, recreational activities and cultural events, and general administrative and support services.

The annual budget serves as the foundation for the City's financial planning and control. The City Council holds public hearings and adopts an annual budget resolution for all funds. Adoption of the annual budget must occur prior to the conclusion of the prior fiscal year. The City Council may modify appropriations with majority approval. The budgets are adopted and presented on a basis consistent with generally accepted accounting principles.

Changes in budget appropriations at the fund level during the year must be approved by the City Council. The legal level of expenditures is controlled at the department level and appropriations lapse at the end of each fiscal year unless encumbered for re-appropriation by the City Council in the following fiscal year. The City Manager may, without Council approval, amend individual line items within any department, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for any fund.

Economic Outlook

Fiscal Year 2022 will continue to be known as the year of recovery, and most business sectors have recovered to the pre-pandemic levels. However, this does not mean that the economy will not face challenges in the coming year. Inflation remains elevated, reflecting imbalances within supply and demand related to the pandemic. Global unrest is present and the resulting hardships have unknown implications on the U.S. economy at this time.

The U.S. Treasury has made a number of recent moves to counter the growth of inflation, representing the most aggressive rate hike campaign by the Federal government since 2005. According to the latest forecast provided by the City's Sales Tax consultant (HdL), a slowdown is expected at the end of calendar year 2022 and into the early quarters of calendar year 2023. As such, the budget has been prepared using a conservative approach and factoring in adjustments that would be reflective of an economic slowdown.

As we transition to Fiscal Year 2022-23, the annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500. General Fund balance reserves are projected to total approximately \$16.8 million on July 1, 2022. The City Council reviews its Fund Balance Policy once the books have been closed for the prior fiscal year. The most recent Fund Balance Policy established set aside reserves for CalPERS reserves (\$3.62 million), and other post-employment benefits (OPEB) (\$500,000).

Long-Term Financial Planning and Major Initiatives

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

To further solidify the City's commitment to responsible stewardship of this new revenue, the City Council unanimously approved a Fiscal Sustainability Pledge (FSP). The pledge highlighted specific operations and programs the City Council intended to target in the event of passage of Measure Y, and included Public Safety, essential community services, infrastructure, and stimulating local economic growth. The passage of Measure Y, which is estimated to generate approximately \$5 million in additional revenue, significantly altering the outcome of the previous projections.

As of June 30, 2022, the City's General Fund had fund balance unassigned and assigned of approximately \$16.8 million. Of this amount, \$3.4 million is designated for PERS reserves, and \$500,000 is designated for retiree medical insurance benefits. Non-spendable fund balance consists primarily of prepaid amounts for the 2022-23 Fiscal Year, which were paid during the 2021-22 Fiscal Year.

Annually, the City updates a seven (7) year Capital Improvement Program (CIP). The Capital Improvement Program for Fiscal Year 2022-23 totals \$4,222,269, which includes \$215,000 carried forward from Fiscal Year 2021-22. Projects include, but are not limited to, Phase II Street Improvements and Sterns Park funded by Measure Y, and the New Dutch Haven and Bloomfield Street Improvement Projects. The Capital Improvement Program continues to provide a significant amount of funding for streets.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2021. The City received this award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements.

In October 2021, the GFOA issued Statement No. 98, Annual Comprehensive Annual Report, officially changing the name and acronym from CAFR to ACFR (Annual Comprehensive Financial Report). The name has been changed to reflect current approved terminology.

This award is valid for a period of one year only. We believe that our current ACFR continues to meet the Program's requirements and we are submitting it to the GFOA again this year.

The preparation and publication of this report would not have been possible without the dedication, professionalism, and teamwork of the entire staff of the Finance Department. The City Council has continued to extend their support to the Finance Department in the planning of responsible and progressive financial operations. We would like to thank the Mayor and the City Council for their continued support for maintaining the highest standards of professionalism in the management of the City's finances.

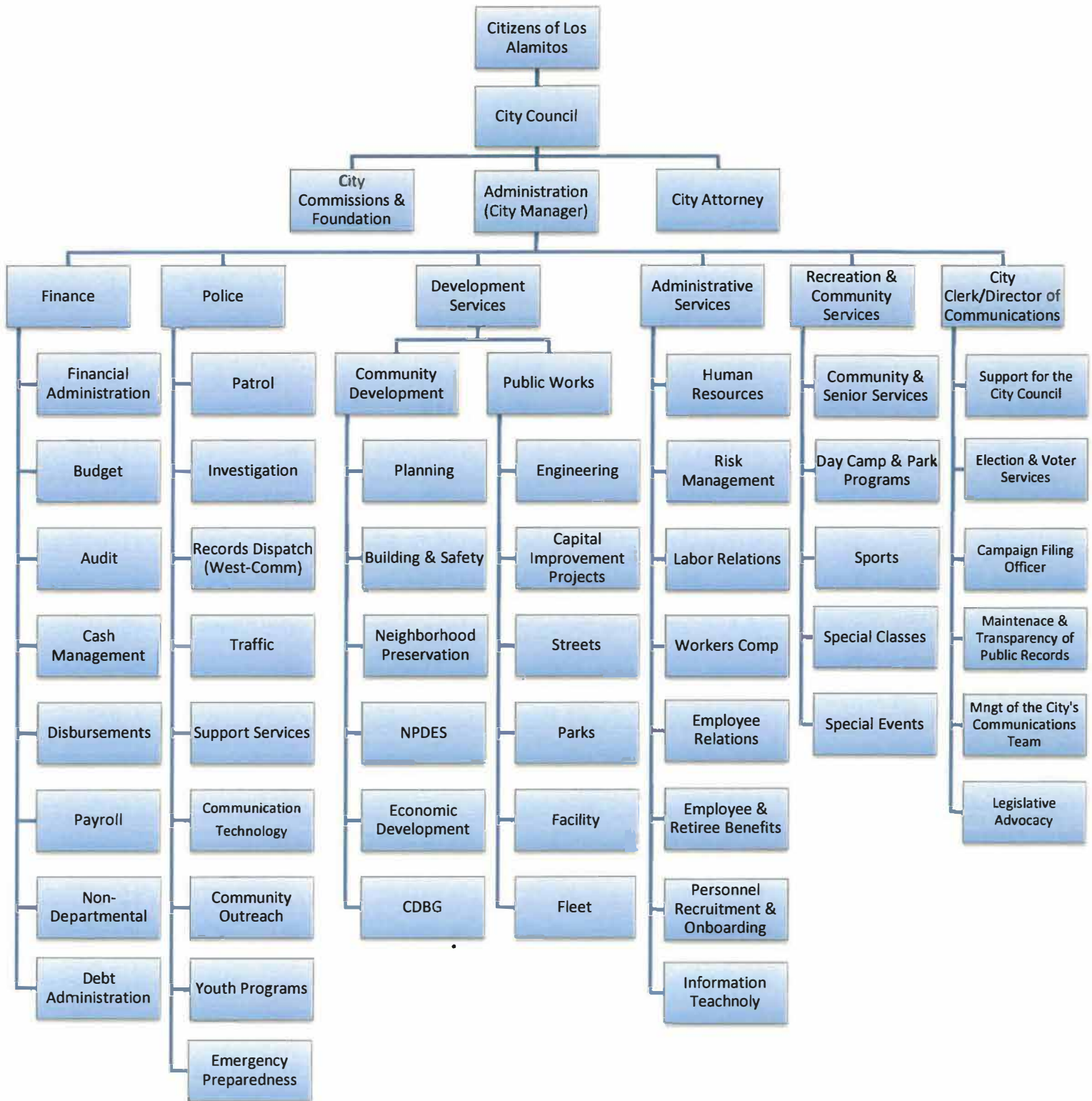
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Craig Koehler', is written over a horizontal line.

Craig Koehler
Finance Director

CITY OF LOS ALAMITOS

Organization



CITY OF LOS ALAMITOS

DIRECTORY OF OFFICIALS (as of June 30, 2022)

CITY COUNCIL

Shelley Hasselbrink, Mayor
Tonya Doby, Mayor Pro Tem
Ron Bates, Council Member
Mark A. Chirco, Council Member
Jordan Nefulda, Council Member

APPOINTED OFFICIALS

Chet Simmons, City Manager
Michael S. Daudt, City Attorney
Windmera Quintanar, City Clerk

EXECUTIVE MANAGEMENT

Chris Kelly, City Engineer
Chelsi Wilson, Administrative Services Manager
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Michael Clayborn, Chief of Police



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Los Alamitos
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

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To the Honorable Mayor and Members of the City Council
of the City of Los Alamitos
Los Alamitos, California

Independent Auditors' Report

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Los Alamitos, California's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Los Alamitos, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the basic financial statements, the City adopted the provisions of Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Los Alamitos, California's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of proportionate share of the net pension liability and related ratios, schedule of plan contributions – defined benefit pension plan, schedule of changes in the net OPEB liability and related ratios, schedule of plan contributions – OPEB plan, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Los Alamitos, California's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

To the Honorable Mayor and Members of the City Council
of the City of Los Alamitos
Los Alamitos, California
Page 3

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2023, on our consideration of the City of Los Alamitos, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Los Alamitos, California's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Los Alamitos, California's internal control over financial reporting and compliance.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
February 6, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Los Alamitos ("City") offers readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that is provided in our letter of transmittal. The presentation of the City's financial data in this analysis and statements will differ from the City's budget, in that the analysis and statements are required to follow Governmental Accounting Standards Board Statement Number 34 and other Statements to allocate costs associated with capital related items, long-term debt transactions, accrued interest, compensated absences internal service fund activity, and depreciation to the various functions of the City; whereas the City's budget is an operational financial plan for the upcoming fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis provides an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred outflows, and liabilities and deferred inflows, with the difference between being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (government activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, community development, recreation and community services, and public works. The City has no business-type activities.

The Governmental Activities are presented on the accrual basis of accounting, a basis of accounting that differs from the modified accrual basis of accounting used in presenting governmental fund financial statements. Note 1 of the Notes to the Basic Financial Statements fully describe these bases of accounting.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and

demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains sixteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund. Data from the other fifteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds are provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Proprietary funds. Proprietary funds are used to account for activities where the City needs to show the full costs of providing the services, including depreciation. The City maintains five internal service funds.

The City uses internal service funds to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades and replacements and other capital related activities. Because these services benefit governmental functions, they have been included within governmental activities in the government-wide financial statements. Internal service funds are presented as proprietary funds because internal service funds follow the accrual basis of accounting.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Combining statements. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the notes.

Government-wide Financial Analysis

Tables 1 and 2 focus on the net position and changes in net position of the City's governmental activities.

TABLE 1
Net Position

	Governmental Activities - June 30,	
	2021	2022
Current and other assets	\$ 19,033,063	\$ 23,872,535
Capital assets	18,966,258	19,871,393
Total assets	<u>37,999,321</u>	<u>43,743,928</u>
Deferred outflows of resources	6,862,828	11,377,136
Current liabilities	1,651,802	3,002,887
Noncurrent liabilities:		
Long-term debt	3,799,410	3,767,244
Net OPEB liability	6,694,357	6,356,967
Net pension liability	<u>22,139,759</u>	<u>14,540,568</u>
Total liabilities	34,285,328	24,664,779
Deferred inflows of resources	2,408,655	13,752,394
Net position:		
Net investment in capital assets	15,623,413	16,544,999
Restricted	2,152,916	2,353,211
Unrestricted	<u>(9,608,245)</u>	<u>(5,197,206)</u>
Total net position	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

The City's assets and deferred outflows exceeded liabilities and deferred inflows by \$13,701,004 as of June 30, 2022, an increase of \$5,532,920 from June 30, 2021.

The largest portion of the City's net position reflects its investment in capital assets (i.e., land, buildings, machinery, equipment and infrastructure), net of any related debt that is still outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Unrestricted net position had a deficit balance of \$5.197 million as of June 30, 2022, which relates to the City's net pension liability and OPEB liability.

The City has set-aside \$3.40 million for its unfunded pension liability and \$500,000 for its OPEB liability. However, since these funds are not held in an irrevocable trust the net pension liability has not been reduced to account for these funds that have been set-aside.

A condensed summary of activities for the period ended June 30, 2022 and the prior fiscal year is illustrated in Table 2 below.

TABLE 2
Changes in Net Position

	Governmental Activities - June 30,	
	2021	2022
Revenues		
Program revenues:		
Charges for services	\$ 2,272,437	\$ 2,340,283
Operating contributions and grants	1,872,432	676,663
Capital contributions and grants	241,536	308,236
General revenues:		
Taxes:		
Property taxes	4,454,779	4,731,563
Utility users tax	1,834,203	2,122,966
Transit Occupancy Tax	223,450	522,187
Sales taxes	4,854,583	9,670,952
Franchise taxes	725,261	1,070,638
Business licenses	885,569	728,490
Other taxes	548,278	639,883
Investment income	77,885	(665,298)
Other	528,857	83,209
Total revenues	<u>18,519,270</u>	<u>22,229,772</u>
Expenses		
General government	3,493,213	2,547,884
Public safety	7,134,874	6,382,127
Community development	956,687	1,343,945
Recreation and community services	1,471,231	2,043,092
Public works	2,907,145	3,225,592
Interest on long-term debt	330,585	138,286
Total expenditures	<u>16,293,735</u>	<u>15,680,926</u>
Change in net position	2,225,535	6,548,846
Net position, beginning, as restated	<u>5,942,549</u>	<u>7,152,158</u>
Net position, ending	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

Governmental Activities. Governmental activities increased the City's net position by \$5,532,920 compared to a net increase of \$2,225,535 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

Revenues

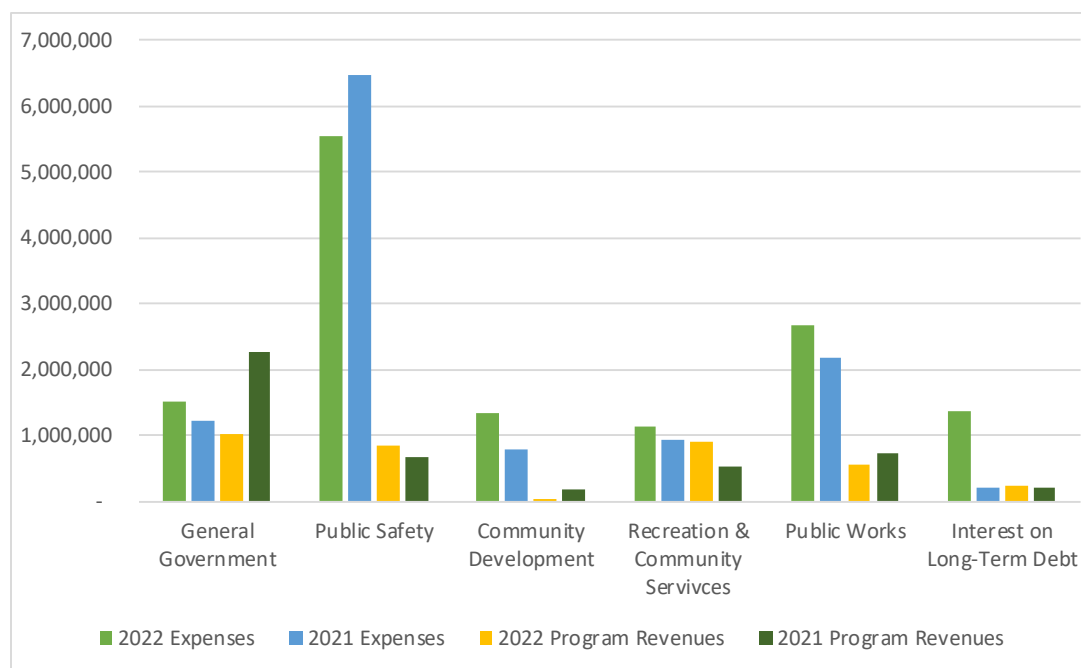
While variances between years exist for the various revenue categories, the total net increase was \$3,710,502, which is largely attributable to the \$4,816,369 increase in sales tax. This was attributable to the passage of Measure Y 1.5%, Local Sales Tax.

Expenses:

Although variances between years exist for the various expense functions, the total net decrease was \$612,809. Decreased expenditures were recognized in General Government, Public Safety, and interest and fiscal charges. Table 3 below presents the cost of each of the City's six largest programs-general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges as well as their respective program revenues.

Table 3 below represents the cost of each of the City's six largest programs – general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges, as well as their respective program revenues.

TABLE 3
Expenses and Program Revenues



See the Statement of Activities for further detail on program revenues and general revenues.

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$19,255,631, an increase of \$3,388,299 (21%) from the prior fiscal year's balance. Of this amount, \$4,439,441 or 23.06% of fund balance is constrained by the City's intent to utilize fund balance for specific purposes, which is reported within the fund balance classification *assigned*. Additionally, \$2,353,211 or 12% of fund balance is restricted, which represents the portion of fund balance that is subject to externally enforceable limitations by law, enabling legislation or limitations imposed by creditors or grantors.

The fund balance of the City's General Fund increased by \$4,173,344 during the fiscal year compared to a \$3,334,055 increase in the prior year. The increase in the current year is primarily attributable to the increase in sales tax revenue.

Other governmental funds realized an increase in fund balance of \$230,881. While variances between years exist for the various nonmajor governmental funds, the net increase was primarily attributable to an increase in funding for Measure M and State Gas Tax, in other restricted amounts.

General Fund Budgetary Highlights

Actual revenues were \$2,255,980 more than the final budgeted amount, which is primarily due to increased property and sales tax and intergovernmental charges. The expenditures for the General Fund at fiscal year-end were \$960,528 less than the final budgeted expenditures, which is primarily due to a decrease in public safety resulting from vacant positions.

No budget amendments were made during the fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. At the end of Fiscal Year 2021-22, the City had \$19.9 million invested in capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net increase of \$905,135, which is primarily due to increases in vehicles, infrastructure, and construction in progress.

TABLE 4
City of Los Alamitos Capital Assets Net of Depreciation

	Governmental Activities	
	2021	2022
Land	\$ 5,917,715	\$ 5,917,715
Buildings and Improvements	758,692	716,299
Equipment	254,610	321,731
Vehicles	167,792	224,014
Infrastructure	11,292,992	11,510,215
Construction in progress	624,720	1,181,419
Totals	<u>\$ 19,016,521</u>	<u>\$ 19,871,393</u>

More detail on the City's capital assets can be found in Note 5 to the financial statements of this report.

Long-term liabilities. At the end of fiscal year 2021-22, the City had \$4.1 million in long-term liabilities which includes outstanding bond indebtedness of \$3.35 million along with a capital lease, claims payable and compensated absences. The net increase of \$80,006 over the prior year is primarily due to a net increase in compensated absences.

TABLE 5
City of Los Alamitos Long-Term Liabilities

	Governmental Activities	
	2021	2022
2015 Certificates of participation	\$ 3,342,845	\$ 3,350,121
Capital lease - police vehicles	68,008	62,238
Claims payable	150,663	222,973
Compensated absences	481,842	488,032
Total liabilities	<u>\$ 4,043,358</u>	<u>\$ 4,123,364</u>

More detail on the City's long-term debt can be found in Notes, 6, 7 and 12 to the financial statements of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The economy will face challenges in the coming year. Inflation will be a major factor, reflecting imbalances with supply and demand related to the pandemic. The U.S. Treasury will be countering the growth with planned rate hikes. Other factors include supply chain shortages, and global unrest, that will result in hardships and unknown implications on the U.S. economy. According to HdL, the City Sales Tax Consultant, a slowdown is predicted in the later part of 2022 and into to 2023. As such, the budget was prepared using a conservative approach.

On June 13, 2022, the 2022-23 City Budget was adopted. The annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500.

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide the City of Los Alamitos citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to illustrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City's Finance Department at the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, 90720, (562) 431-3538.

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF LOS ALAMITOS

Statement of Net Position

June 30, 2022

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 21,302,076
Receivables	
Accounts	728,406
Due from employees	1,531
Due from other governments	1,837,614
Prepaid costs	2,659
Cash and investments - restricted (Note 3)	249
Total current assets	<u>23,872,535</u>
Noncurrent assets:	
Capital assets: (Note 5)	
Non-depreciable	7,099,135
Depreciable, net	<u>12,772,258</u>
Total capital assets	<u>19,871,393</u>
Total noncurrent assets	<u>19,871,393</u>
Total assets	<u>43,743,928</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding	85,965
Pension deferrals (Note 9)	8,980,782
OPEB deferrals (Note 10)	<u>2,310,389</u>
Total deferred outflows of resources	<u>11,377,136</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Net Position (Continued)
June 30, 2022

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	\$ 910,958
Accrued liabilities	335,009
Accrued interest	32,109
Unearned revenue	1,305,392
Deposits payable	63,299
Compensated absences, due within one year (Note 6)	181,844
Bonds payable, due within one year (Note 7)	89,434
Capital leases, due within one year (Note 7)	12,967
Claims payable, due within one year (Note 12)	71,875
Total current liabilities	<u>3,002,887</u>
Noncurrent liabilities:	
Compensated absences (Note 6)	306,188
Bonds payable (Note 7)	3,260,687
Capital leases (Note 7)	49,271
Claims payable (Note 12)	151,098
Other post-employment benefits liability (Note 10)	6,356,967
Net pension liability (Note 9)	14,540,568
Total noncurrent liabilities	<u>24,664,779</u>
Total liabilities	<u>27,667,666</u>
DEFERRED INFLOWS OF RESOURCES	
Pension deferrals (Note 9)	12,212,746
OPEB deferrals (Note 10)	1,539,648
Total deferred inflows of resources	<u>13,752,394</u>
NET POSITION	
Net investment in capital assets	16,544,999
Restricted for:	
Cable television	73,947
Transportation	1,099,189
Public safety	323,343
Air quality	123,361
Parks	733,371
Total restricted	<u>2,353,211</u>
Unrestricted (Deficit)	<u>(5,197,206)</u>
Total net position	<u><u>\$ 13,701,004</u></u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Activities

For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenue
Governmental activities:					
General government	\$ 2,547,884	\$ 1,034,978	\$ 1,314	\$ -	\$ 1,036,292
Public safety	6,382,127	410,622	430,502	-	841,124
Community development	1,343,945	2,512	4,667	-	7,179
Recreation and community services	2,043,092	892,015	-	-	892,015
Public works	3,225,592	156	240,180	308,236	548,572
Interest and fiscal charges	<u>138,286</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total governmental activities	<u>\$ 15,680,926</u>	<u>\$ 2,340,283</u>	<u>\$ 676,663</u>	<u>\$ 308,236</u>	<u>\$ 3,325,182</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Activities (Continued)
For the Year Ended June 30, 2022

<u>Functions/Programs</u>	<u>Net (expense) Revenue and Changes in Net Position</u>
Governmental activities:	
General government	\$ (1,511,592)
Public safety	(5,541,003)
Community development	(1,336,766)
Recreation and community services	(1,151,077)
Public works	(2,677,020)
Interest and fiscal charges	(138,286)
Total governmental activities	<u>(12,355,744)</u>
General revenues:	
Taxes:	
Property taxes, levied for general purpose	4,731,563
Utility users tax	2,122,966
Transient occupancy tax	522,187
Sales taxes	9,670,952
Franchise fees	1,070,638
Business license taxes	728,490
Other taxes	639,883
Total taxes	19,486,679
Investment earnings	(665,298)
Other	83,209
Total general revenues	<u>18,904,590</u>
Change in net position	6,548,846
Net position - beginning of year (as restated Note 15)	<u>7,152,158</u>
Net position - end of year	<u>\$ 13,701,004</u>

See accompanying notes to the basic financial statements.

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements

GOVERNMENTAL FUND FINANCIAL STATEMENTS

The Governmental Funds of the City are outlined below:

General Fund - The General Fund accounts for all revenues and expenditures used to finance the traditional services associated with a municipal government which are not accounted for in the other funds. These services include general government, safety, community development, recreation and community services, and public works.

Nonmajor Governmental Funds - Nonmajor Governmental Funds is the aggregate of all the nonmajor governmental funds.

CITY OF LOS ALAMITOS

Balance Sheet

Governmental Funds

June 30, 2022

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and investments (Note 3)	\$ 16,387,360	\$ 2,805,469	\$ 19,192,829
Receivables:			
Accounts	710,628	5,676	716,304
Due from employees	1,531	-	1,531
Due from other governments	1,769,808	67,806	1,837,614
Prepaid costs	2,659	-	2,659
Cash and investments - restricted (Note 3)	<u>-</u>	<u>249</u>	<u>249</u>
Total assets	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>
OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 543,286	\$ 247,255	\$ 790,541
Accrued liabilities	335,009	-	335,009
Unearned revenues	1,168,613	136,779	1,305,392
Deposits payable	<u>50,743</u>	<u>12,556</u>	<u>63,299</u>
Total liabilities	<u>2,097,651</u>	<u>396,590</u>	<u>2,494,241</u>
Deferred Inflows of Resources:			
Unavailable revenue	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Total deferred inflows of resources	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Fund Balances: (Note 14)			
Nonspendable	4,190	-	4,190
Restricted	-	2,353,211	2,353,211
Committed	2,620	119	2,739
Assigned	4,195,979	243,462	4,439,441
Unassigned (Deficit)	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
Total fund balances	<u>16,773,021</u>	<u>2,482,610</u>	<u>19,255,631</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position

June 30, 2022

Total Fund Balances - Total Governmental Funds	\$ 19,255,631
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Amounts reported for governmental activities in the Statement of Net Position were reported differently because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet.

Nondepreciable	7,099,134	
Depreciable, net of Internal Service Fund of \$719,045	<u>12,053,214</u>	
Total capital assets		19,152,348

Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The assets and liabilities of the Internal Service Funds were included in the governmental activities in the Government-wide Statement of Net Position.

Total Internal Service Funds	2,433,487
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:

Bonds payable	(3,245,000)	
Interest payable, net of Internal Service Fund of \$1,279	(30,830)	
Unamortized bond premium	(105,121)	
Deferred charge on refunding	85,965	
Compensated absences	<u>(488,032)</u>	(3,783,018)

Certain revenues were not available to pay for current-period expenditures and, therefore, were deferred in funds.	1,314
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Deferred amounts relates to pension not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	8,980,782
Pension related deferred inflows of resources	(12,212,746)

Net pension liability is not due and payable in the current period and therefore is not reported in the governmental funds.	(14,540,568)
---	--------------

Deferred amounts relates to other postemployment benefits not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	2,310,389
OPEB related deferred inflows of resources	(1,539,648)

Net OPEB liability is not due and payable in the current period and therefore is not reported in the governmental funds.	<u>(6,356,967)</u>
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Net position of governmental activities	<u><u>\$ 13,701,004</u></u>
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CITY OF LOS ALAMITOS

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2022

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
REVENUES:			
Taxes	\$ 18,828,358	\$ 658,321	\$ 19,486,679
Licenses and permits	1,034,975	-	1,034,975
Intergovernmental	263,721	435,775	699,496
Charges for services	904,437	156	904,593
Investment earnings (loss)	(684,765)	19,466	(665,299)
Fines and forfeitures	382,498	18,214	400,712
Program revenues	-	284,090	284,090
Miscellaneous	40,826	448	41,274
Total revenues	<u>20,770,050</u>	<u>1,416,470</u>	<u>22,186,520</u>
EXPENDITURES:			
Current:			
General government	2,972,137	20,580	2,992,717
Public safety	6,617,305	-	6,617,305
Community development	1,292,094	-	1,292,094
Recreation and community services	1,911,542	-	1,911,542
Public works	2,801,366	150,246	2,951,612
Capital outlay	73,762	882,769	956,531
Debt service:			
Principal	-	80,000	80,000
Interest and fiscal charges	-	130,494	130,494
Total expenditures	<u>15,668,206</u>	<u>1,264,089</u>	<u>16,932,295</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>5,101,844</u>	<u>152,381</u>	<u>5,254,225</u>
OTHER FINANCING SOURCES (USES):			
Transfers in (Note 4)	375,000	453,500	828,500
Transfers out (Note 4)	(1,303,500)	(375,000)	(1,678,500)
Total other financing sources (uses)	<u>(928,500)</u>	<u>78,500</u>	<u>(850,000)</u>
NET CHANGE IN FUND BALANCE	4,173,344	230,881	4,404,225
Fund balances, beginning of year, as restated (Note 15)	<u>12,599,677</u>	<u>2,251,729</u>	<u>14,851,406</u>
Fund balances, end of year	<u>\$ 16,773,021</u>	<u>\$ 2,482,610</u>	<u>\$ 19,255,631</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Governmental-wide Statement of Activities
For the Year Ended June 30, 2022

Net Change in Fund Balances - Total Governmental Funds \$ 4,404,225

Governmental activities in the Statement of Activities were reported differently because:

Governmental Funds report capital outlay as expenditures. However, in the Government-wide Statement of Activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. The amount of capital assets recorded in the current period is listed below.

Total capital outlay expenditures reported in governmental funds	\$ 957,075	
Plus: repair and maintenance expenditures capitalized	<u>99,840</u>	
Total capital outlay		1,056,915

Depreciation expense of capital assets is reported in the Government-wide Statement of Activities, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds except for the Internal Service fund amount listed below.

Total depreciation reported in Government-wide Statement of Activities	(457,336)	
Less: depreciation reported in the Internal Service Fund	<u>105,446</u>	
Total		(351,890)

Earned but unavailable revenues reported in the governmental funds balance sheet as deferred inflows of resources should be recognized in the Government-wide Statement of Activities as revenue regardless of availability.		1,312
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Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		1,394,778
--	--	-----------

Certain other postemployment benefit expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(281,801)
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Compensated absences were reported in the Government-wide Statement of Activities, but they did not require the use of current financial resources. Therefore, compensated absences were not reported as expenditures in the governmental funds.		(6,190)
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The issuance of long-term debt provides current financial resources to governmental funds. However, the repayment reduces long-term liabilities in the governmental activities Statement of Net Position.		80,000
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Amortization of deferred charge on refunding does not use current financial resources and therefore not reported as expenditures in the governmental funds.		551
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Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The net revenue of the Internal Service Funds is reported in governmental activities.		<u>250,946</u>
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Change in net position of governmental activities		<u>\$ 6,548,846</u>
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PROPRIETARY FUND FINANCIAL STATEMENTS

Internal Service Funds - To account for the costs associated with the City's insurance, for funding equipment replacement, and fleet maintenance.

CITY OF LOS ALAMITOS
Statement of Net Position
Proprietary Funds
June 30, 2022

	Governmental Activities
	Internal Service Funds
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 2,109,247
Accounts receivable	12,102
Total current assets	<u>2,121,349</u>
Noncurrent assets:	
Capital assets - net of accumulated depreciation (Note 5)	719,045
Total noncurrent assets	<u>719,045</u>
Total assets	<u>2,840,394</u>
LIABILITIES	
Current liabilities:	
Accounts payable	120,417
Accrued interest	1,279
Accrued claims and judgements	71,875
Capital leases (Note 7)	12,967
Total current liabilities	<u>206,538</u>
Long-term liabilities:	
Accrued claims and judgements	151,098
Capital leases (Note 7)	49,271
Total long-term liabilities	<u>200,369</u>
Total liabilities	<u>406,907</u>
NET POSITION	
Net investment in capital assets	656,807
Unrestricted	1,776,680
Total net position	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
OPERATING REVENUES:	
Charges for services	
Garage	\$ 316,840
Police capital	40,000
Technology replacement	190,000
Miscellaneous	41,940
Total operating revenues	<u>588,780</u>
OPERATING EXPENSES:	
Supplies and materials	340,220
Outside services	170,517
Claims expense	563,308
Depreciation	105,446
Total operating expenses	<u>1,179,491</u>
OPERATING INCOME (LOSS)	<u>(590,711)</u>
NON-OPERATING REVENUES (EXPENSES):	
Interest expense	(8,343)
Total non-operating revenues (expenses)	<u>(8,343)</u>
INCOME BEFORE TRANSFERS	(599,054)
Transfers in (Note 4)	850,000
Total transfers	<u>850,000</u>
Change in net position	250,946
Net position, beginning of year	2,182,541
Net position, end of year	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Cash Flows

Proprietary Funds

For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from interfund charges for garage services	\$ 316,840
Receipts from interfund charges for police capital services	40,000
Receipts from interfund charges for technology replacement services	190,000
Payments to suppliers and service providers	(935,505)
Cash received from (payments to) others	41,940
Net cash provided (used by) operating activities	<u>(346,725)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:	
Transfers in	850,000
Net cash provided (used by) non-capital financing activities	<u>850,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Acquisition and construction of capital assets	(305,559)
Principal paid on capital debt	(5,570)
Interest paid on capital debt	(8,572)
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>
Net increase (decrease) in cash and cash equivalents	183,574
Cash and equivalents, beginning of year	1,925,673
Cash and equivalents, end of year	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:	
Operating income (loss)	\$ (590,711)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	105,446
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable	(4,146)
Increase (decrease) in accounts payable	70,376
Increase (decrease) in claims and judgements	72,310
Total adjustments	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ (346,725)</u>

See accompanying notes to the basic financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

City of Los Alamitos
Notes to the Basic Financial Statements
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Los Alamitos, California, (the “City”) have been prepared in conformity with accounting principles generally accepted in the United States (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body forestablishing governmental accounting and financial reporting principles. The following is a summary of the City’s significant policies:

A. Financial Reporting Entity

The City was incorporated on March 1, 1960. The Charter of the City of Los Alamitos was adopted by a vote of the people in September 1966, and the City enjoys all rights and privileges pertaining to such “Charter Law” cities.

The financial statements include the financial activities of the City, the primary government, and its blended component unit, the Los Alamitos Public Financing Corporation (the Corporation). The component unit, discussed below, is included in the City’s reporting entity because of the significance of its operational and financial relationship with the City. This entity is legally separate from the City. However, the City’s elected officials have continuing accountability for fiscal matters of this entity.

An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes or set rates or charges, or issue bonded debt without approval by the primary government. In a blended presentation, a component unit’s balances and transactions are reported in a manner similar to the balances and transactions of the City. Component units are presented on a blended basis when the component unit’s governing body is substantially the same as the City’s or the component unit provides services almost entirely to the City.

Management determined that the following entities should be reported as blended component units based on the criteria above. Each blended component unit has a June 30 year-end, has a governing board that is substantially the same as the City’s, there is a financial benefit or burden relationship between the City and the blended component unit, and the City is financially accountable for each of the blended component units.

The Los Alamitos Public Facilities Corporation – The Corporation was formed February 6, 2006, pursuant to the Non-Profit Corporation Law of the State of California for the purpose of assisting the City in financing the acquisition, construction and improvement for public benefit within the City limits. The Corporation is governed by a five-member board that is the City Council of the City of Los Alamitos. Separate financial statements are not prepared.

B. Basis of Accounting and Measurement Focus

The City’s basic financial statements consist of government-wide statements, including the Statement of Net Position and the Statement of Activities, and fund financial statements, which provide a more detailed level of financial information.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the City as a whole. These statements include the financial activities of the City and the Corporation. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The Statement of Net Position presents the financial position of the governmental activities of the City and its component unit, and the Statement of Activities reports expenses of each specific governmental function, offset by program revenues attributable to each functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Program revenues that are attributable to functional programs are separated into three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Charges for services report fees and other charges to users of the City's services, operating grants and contributions finance annual operating activities and can include restricted investment income, and capital grants and contributions fund the acquisition, construction or rehabilitation of capital assets. These revenues are subject to externally imposed restriction to these program uses. Other revenues sources not included with program revenues are reported as general revenues of the City. These can include taxes or unrestricted investment income.

Fund Financial Statements

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures or expenses as appropriate. The City uses two categories of funds: governmental and proprietary.

The City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at a more detailed level. Individual governmental fund identified as being Major, as prescribed by governmental accounting standards or by Management of the City, are reported in separate columns on the financial statements.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balance of the current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Fund liabilities are assigned to the fund from which they will be liquidated. The City reports the difference between its governmental fund assets and its liabilities and deferred inflows of resources as fund balance.

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds and other governmental funds aggregated. Accompanying reconciliations are presented to explain the differences in fund balance as presented in these statements to the net position presented in the government-wide financial statements.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The funds designated as major funds are determined by a mathematical calculation consistent with GASB Statement No. 34 or are elected by Management of the City based on Management's belief that the presentation of the funds are particularly important to financial statement users for reasons including public interest or consistency of reporting. The City reports the following major governmental funds:

- The **General Fund** is used to account for all of the general operations and other financial transactions of the City, which are not accounted for by another fund.

Additionally, the City reports the following fund types:

- The **Special Revenue Funds** are used to account for the proceeds of specific revenue sources (other than for debt service or capital projects) that are restricted by law or administrative action or committed to expenditures for specified purposes.
- The **Capital Projects Funds** are used to account for and report financial resources that are restricted, committed, or assigned for the acquisition or construction of major capital facilities, other than those financed by Internal Service Funds.
- The **Debt Service Fund** is used to account for and report financial resources that are restricted, committed, or assigned for the payment of, long-term debt principal, interest, and related costs for the 2006 Certificates of Participation (Laurel Park Acquisition).

Proprietary Funds

Proprietary funds are used to account for ongoing organizations and activities, which are operated and financed in a manner similar to those found in the private sector. The reporting focus on the determination of operating income, changes in net position, financial position, and cash flows. The City's proprietary funds are classified as internal service funds.

- The Internal Service Funds are used to account for interdepartmental operations where it is the stated intent that costs of providing services to the departments of the City on a continuing basis be financed or recovered primarily by charges to the user departments. The City's internal service funds are used to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades, and replacements and other capital related activities.

Government-Wide Financial Statements

The government-wide financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. All internal balances and transactions have been eliminated from their respective statements to avoid over reporting relating assets, liabilities, revenues and expenses, except for internal service fund charges provided and used.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Fund Financial Statements

All governmental funds are accounted for on a spending or “current financial resources” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Like the government-wide statements, all proprietary funds are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. At the fund reporting level, the governmental funds use the modified accrual basis of accounting. Proprietary funds use the accrual basis of accounting at both reporting levels. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of deferred inflows of resources, and in the presentation of expenses versus expenditures.

Revenue – Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the availability is defined within 60 days of year-end.

Revenue – Non-Exchange Transactions

Non-exchange transactions in which the City receives value without directly giving equal value in return, includes sales taxes, property taxes, grants and donations. On an accrual basis, revenue from sales taxes is recognized in the period in which the taxable sale takes place. Revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. Major revenue sources susceptible to accrual include property tax, sales tax, utility users tax, franchise Tax, and licenses. On a modified accrual basis, revenue from non-exchange transaction also must be available (generally 60 days after year-end) before it can be recognized in the governmental funds. However, the City has adopted a 12-month recognition period for grant revenues.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Unavailable Revenue

Unavailable revenue, presented under deferred inflows of resources, arise when potential revenues do not meet both the measurable and available criteria for recognition in the current period. In subsequent periods when both revenue recognition criteria are met, the deferred inflow is removed from the balance sheet and revenue is recognized.

Unearned Revenue

Unearned revenue arises when assets are recognized before revenue recognition criteria listed above have been satisfied. In subsequent periods when the government has a legal claim to the resources, the unearned revenue is removed from the balance sheet and revenue is recognized.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Proprietary Funds Operating and Non-Operating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents and Investments

Cash Management

The City pools cash resources of its various funds to facilitate cash management. Cash in excess of current requirements is invested and reported as investments. It is the City's intent to hold investments until maturity. However, the City may, in response to market conditions, sell investments prior to maturity in order to improve the quality, liquidity or yield of the portfolio. Interest earnings are apportioned among funds based on ending accounting period cash and investment balances.

Investments Valuation

In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

State Investment Pool

The City participates in the Local Agency Investment Fund (LAIF), an investment pool managed by the State of California. LAIF has invested a portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as a result of changes in interest rates.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

C. Cash, Cash Equivalents and Investments (Continued)

Cash Equivalents and Cash Flows

For purposes of the statement of cash flows, the City considered all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. All cash and investments of the proprietary fund types are pooled with the City's pooled cash and investments.

D. Internal Receivable and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e. the current portion of interfund loans) or “interfund advances receivable/payable” (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

Advances between funds, as reported in the fund financial statements, are presented as nonspendable in fund balances to indicate that they are not in a spendable form.

E. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The cost of prepaid items is recorded as an expenditure/ expense when consumed.

F. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years, except for computer software and hardware and infrastructure assets which have a capitalization threshold of \$20,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed (except for intangible right-to-use assets), the measurement of which is discussed thereafter. Donated capital assets are recorded at acquisition value at the date of acquisition.

As permitted under GASB Statement No. 34 for small governmental entities, the City has elected to report infrastructure assets prospectively beginning July 1, 2003.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment of the primary government, as well as the component unit, are depreciated using the straight-line method over the following estimated useful lives:

Equipment	5 - 10 years
Vehicles	4 - 15 years
Furniture	7 years
Buildings	50 years
Improvements	5 - 20 years
Infrastructure	50 years

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

G. *Compensated Absences Payable*

Under certain circumstances and according to the negotiated labor agreements, employees of the City are allowed to accumulate annual leave. This amount is accrued in the government-wide and proprietary fund statements. Refer to Note 6 for additional information.

H. *Long-Term Obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

In accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, debt issuance costs except for any portion related to prepaid insurance were recognized as expense in the period incurred.

I. *Claims and Judgments*

The City records a liability for claims, judgments, and litigation when it is probable that an asset has been impaired, or a liability has been incurred prior to fiscal year-end and the probable amount of loss (net of any insurance coverage) can be reasonably estimated.

The City is exposed to various risks of losses related to torts; theft of, damages to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City currently reports all of its risk management activities in its General Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred, but not reported.

It is the City's policy to liquidate claims and judgments existing at June 30, with future resources. Accordingly, the liabilities are recorded in the Statement of Net Position. These noncurrent amounts will be recorded as fund expenditures in the fiscal year in which they are paid or become due on demand.

J. *Deferred Outflows and Inflows of Resources*

In addition to assets, the statements of net position and the governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has two items which qualify for reporting in this category.

Deferred pension related items relate to the net pension obligation reported in the statement of net position. These outflows are the results of *contributions made after the measurement date*, which are recognized in the following year, and consist of *adjustments due to differences in proportions, changes in assumptions, and differences between expected and actual experiences*, which are deferred and amortized over the expected average remaining life time. Additionally, the *net difference between projected and actual earnings on pension plan investments* is reported and amortized over 5 years. Deferred outflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position.

The City also reports a *deferred charge on refunding* which results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunded or refunding debt.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Deferred Outflows and Inflows of Resources (Continued)

In addition to liabilities, the statements of net position and the governmental funds' balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items which qualifies for reporting in this category. The first item is in relation to the net pension obligation reported in the statement of net position. These inflows are the results of *changes of assumptions, differences between expected and actual experiences, adjustments due to differences in proportions, and differences between proportionate share of contributions and actual contributions*. Inflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position

The City also reports one type of item, which arises only under the modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds' balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

K. Net Position

Net position is the excess of all the City's assets over all its liabilities, regardless of fund. Net position is divided into three captions under GASB Statement No. 34. These captions apply only to net position, which is determined only at the government-wide level, and are described below:

- Net Investment in Capital Assets – the portion of net position that is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.
- Restricted – the portion of net position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws or other restrictions, which the City cannot unilaterally alter. These principally include funds restricted to community development projects purposes and funds for use in building improvements and governmental grants.
- Unrestricted – the portion of net position that is not restricted as to use.

L. Net Position Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Fund Balance

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

- Nonspendable – the portion of a fund balance that includes amounts that cannot be spent because they are either not in a spendable form, such as prepaid items, inventories, or loans receivable.
- Restricted – the portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants, grantors, contributors, or laws or regulations of other governments); or (b) imposed by law through constitutional provisions or enabling legislation. Examples of restricted fund balances include State Gas Tax, Asset Seizure, and Measure M funds.
- Committed – the portion of a fund balance that included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision- making authority and remain binding unless removed in the same manner.
 - a. The City Council, as the City’s highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a resolution.
 - b. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
 - c. City Council action to commit fund balance needs to occur within the fiscal reporting periods; however, the amount can be determined subsequently.
- Assigned – amounts that are constrained by the City’s intent to be used for specific purposes, but are neither Restricted nor Committed, should be reported as Assigned fund balance. This policy hereby delegated the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the City’s annual financial statements. Examples of assigned fund balance are funds intended for Capital Improvement Projects and Equipment Replacement.
- Unassigned – residual net resources in excess of what can properly be classified in one of the other four categories and do not have any specific spending limitations. The General Fund is the only fund that reports a positive unassigned fund balance amount. In governmental funds, other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, the City reports a negative unassigned fund balance in that fund.

In July 2017, City Council established a Reserve for Emergencies to be maintained at 25% of General Fund appropriations. The reserve is only to be used, with council approval, in the case of a declared natural disaster or financial emergency. A financial emergency is considered when annual revenues decrease by 5% or more or when annual expenditures increase by 5% or more.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

N. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

O. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the pension plans fiduciary net positions and additions to/deductions from the pension plans fiduciary net positions have been determined on the same basis as they are reported by the CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2020
Measurement Date (MD)	June 30, 2021
Measurement Period (MP)	June 30, 2021 to June 30, 2022

P. Other Post-Employment Benefits (OPEB)

For purposes of measuring the other post-employment benefits (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2022
Measurement Period (MP)	July 1, 2021 to June 30, 2022

Q. New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 87-*Leases*; No 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

R. Leases

Lessee: The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

Lessor: At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. The City currently does not have any leases receivable.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

S. Property Taxes

Under California law, property taxes are assessed and collected by the counties at up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool and are then allocated to the cities based on complex formulas.

Property taxes are assessed, collected and allocated by Orange County throughout the fiscal year according to the following property tax calendar.

Lien Date	January 1
Levy Date	July 1 to June 30
Due Dates	November 1, 1st installment, February 1, 2nd installment
Delinquent Dates	December 11, 1st installment, April 11, 2nd installment

Property taxes receivable for the governmental fund types, which have been remitted within 60 days subsequent to year end, are considered measurable and available and recognized as revenues. All other property taxes are offset by deferred property tax inflows of resources and, accordingly, have not been recorded as revenue. Taxes are considered past due on the above delinquent dates, at which time the applicable property is subject to lien, and penalties and interest are assessed.

T. Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General government – includes legislative activities, which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities that provide management or support services across more than one functional area.
- Public safety – includes those activities that involve the protection of people and property.
- Community development – includes those activities such as planning, code enforcement, and building and safety inspections.
- Recreation and community services – includes those activities that involve the community cultural and leisure activities.
- Public works – includes those activities that involve the maintenance and improvement of City streets, roads, and park development and maintenance.
- Capital outlay – includes purchases of property, plant and equipment which are expensed in the governmental funds because governmental funds use the current financial resources measurement focus.
- Principal retirement – includes principal payments for long-term liabilities.
- Interest and fiscal charges – includes current payments for interest on the City's long-term debt.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

U. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Stewardship, Compliance, and Accountability

A. Violations of Legal or Contractual Provisions

Note 2 to Required Supplementary Information, on the Excess of Expenditures over Appropriations, describes budgetary violations that occurred in the General Fund for the year ended June 30, 2022.

B. Deficit Fund Balance

At June 30, 2022, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of \$114,182. The deficit is due to the timing of the receipt of CDBG program reimbursements for expenditures incurred. The deficit will be eliminated as the program reimbursements are received from the grantor agency.

Note 3 – Cash and Investments

A. Summary of Cash and Investments

At June 30, 2022, the City reported \$21,302,076 in unrestricted cash and investments and \$249 in restricted cash and investments held with fiscal agents for a total cash and investment balance of \$21,302,325. Total cash and investments consisted of the following:

Cash on hand	\$ 3,500
Demand deposits	796,570
Investments	20,502,255
Total Cash and Investments	<u>\$ 21,302,325</u>

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

B. Cash Deposits

The carrying amounts of the City's cash deposits were \$796,570 at June 30, 2022. Bank balances before reconciling items were \$549,966 at that date. The difference of \$246,604 represents outstanding checks, cash deposits in transit, and other reconciling items.

All City's cash and investments as of June 30, 2022, were collateralized or insured with securities held by pledging financial institutions in the City's name. The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

C. Investments

The following table identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of bond indentures of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
United States (U.S.) Treasury Obligations	5 years	None	None
Federal Agency Securities	5 years	None	None
Certificates of Deposit	5 years	None	\$250,000
Negotiable Certificates of Deposit	5 years	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	\$50 million

* Excludes amounts held by bond trustees that are not subject to California Government Code restrictions.

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	30 years	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Money Market Mutual Funds	None	None	None
Investment Agreements	None	None	None
Local Agency Bonds	None	None	None
Medium Term Notes	5 years	30%	None
Negotiable Certificates for Deposits	None	30%	None
Local Agency Investment Fund (LAIF)	None	None	None

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

C. Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of \$1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

D. Risk Disclosures

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

<u>Investment Type</u>	<u>Remaining Investment Maturities</u>			<u>Total</u>
	<u>Less than 1 Year</u>	<u>1 to 3 Years</u>	<u>4 to 5 Years</u>	
U.S. Treasury Obligations	\$ -	\$ 938,242	\$ 226,983	\$ 1,165,225
U.S. Agency Securities	-	3,177,967	4,949,937	8,127,904
Certificates of Deposit	743,167	732,413	1,373,104	2,848,684
Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment held by Bond Trustee:				
Money Market Mutual Funds	<u>249</u>	<u>-</u>	<u>-</u>	<u>249</u>
Total	<u>\$ 9,103,609</u>	<u>\$4,848,622</u>	<u>\$6,550,024</u>	<u>\$20,502,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating, by Standards and Poor, as of fiscal year end for each investment type:

<u>Investment Type</u>	<u>Total</u>	<u>Minimum Legal Rating</u>	<u>Not Rated</u>	<u>AAA</u>	<u>AA+</u>
U.S. Treasury Obligations	\$1,165,225	N/A	\$ -	\$1,165,225	\$ -
U.S. Agency Securities	8,127,904	N/A	-	8,127,904	-
Certificates of Deposit	2,848,684	N/A	2,848,684	-	-
Agency Investment Fund (LAIF)	8,360,193	Not Rated	8,360,193	-	-
Investment held by Bond Trustee:					
Money Market Mutual Funds	<u>249</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>249</u>
Total	<u>\$20,502,255</u>		<u>\$11,208,877</u>	<u>\$9,293,129</u>	<u>\$ 249</u>

Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in certain types of investments. As of June 30, 2022, in accordance with GASB Statement No. 40 requirements, the City is exposed to concentration of credit risk whenever they have invested more than 5% of their total investments in any one issuer.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City's investment policy does not contain any additional provisions that would limit the exposure to custodial credit risk for deposits. However, the policy does stipulate that mortgage collateral cannot be used to secure deposits, and that the use of a third-party bank trust department is to act as the City's safekeeping agent for investments. At June 30, 2022, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of June 30, 2022:

Investments	Totals	Level		
		1	2	Uncategorized
U.S. Treasury Obligations	\$ 1,165,225	\$ 1,165,225	\$ -	\$ -
U.S. Agency Securities	8,127,904	8,127,904	-	-
Certificates of Deposit	2,848,684	-	2,848,684	-
Local Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment Held by Fiscal Agent				
Money Market Funds	249	249	-	-
Totals	<u>\$ 20,502,255</u>	<u>\$ 9,293,378</u>	<u>\$ 2,848,684</u>	<u>\$ 8,360,193</u>

Deposits and securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Federal Agency Securities classified in Level 2 of the fair value hierarchy are valued using institutional bond quotes.

Note 4 – Interfund Transactions

A. Receivables/Payables

The purpose of the interfund transactions is to make short-term interfund loans from the General Fund to nonmajor governmental funds. These interfund loans are to provide for negative cash balances at year-end and/or operating cash flow. Due to/from amounts are short-term financing, which are paid within one year. There were no such balances as of June 30, 2022.

B. Transfers In/Out

Transfers In	Transfers Out		
	General Fund	Nonmajor Governmental Funds	Total
General Fund	\$ -	\$ 375,000	\$ 375,000
Nonmajor Governmental Funds	453,500	-	453,500
Internal Service Funds	850,000	-	850,000
Total	<u>\$ 1,303,500</u>	<u>\$ 375,000</u>	<u>\$ 1,678,500</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 4 – Interfund Transactions (Continued)

B. Transfers In/Out (Continued)

Transfers to the General Fund from the Nonmajor Governmental Funds were made to fund street maintenance, partially offset the cost of police services, and to partially offset the cost of the Police Department motor officer program and other costs pertaining to traffic safety programs. Transfers to the Other Governmental Funds from the General Fund were made to make principal and interest payments of debt issued for the Laurel Park purchase. Transfers to the Internal Services Funds from the General Fund were made to set aside fund for claim reserves, in case of any future incidents.

Note 5 – Capital Assets

A summary of changes in the Governmental Activities capital assets for the fiscal year ended June 30, 2022 are as follows:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 5,917,715	\$ -	\$ -	\$ 5,917,715
Construction in process	<u>624,720</u>	<u>1,056,916</u>	<u>(500,216)</u>	<u>1,181,420</u>
Total non-depreciable	<u>6,542,435</u>	<u>1,056,916</u>	<u>(500,216)</u>	<u>7,099,135</u>
Depreciable:				
Buildings and improvements	2,295,266	-	-	2,295,266
Equipment	1,266,120	126,030	(56,015)	1,336,135
Right-to-use – leased vehicles	50,263	25,518	-	75,781
Vehicles	1,173,866	103,744	-	1,277,610
Infrastructure- road system	<u>14,109,191</u>	<u>500,215</u>	<u>-</u>	<u>14,609,406</u>
Total depreciable capital assets	<u>18,894,706</u>	<u>755,507</u>	<u>(56,015)</u>	<u>19,594,198</u>
Less accumulated depreciation for:				
Buildings and improvements	1,536,574	42,393	-	1,578,967
Equipment	1,011,510	58,910	(56,015)	1,014,405
Right-to-use – leased vehicles	-	16,780	-	16,780
Vehicles	1,056,337	56,260	-	1,112,597
Infrastructure- road system	<u>2,816,199</u>	<u>282,992</u>	<u>-</u>	<u>3,099,191</u>
Total accumulated depreciation	<u>6,420,620</u>	<u>457,335</u>	<u>(56,015)</u>	<u>6,821,940</u>
Total depreciable capital assets, net	<u>12,474,086</u>	<u>298,172</u>	<u>-</u>	<u>12,772,258</u>
Total capital assets, net	<u>\$ 19,016,521</u>	<u>\$ 1,355,088</u>	<u>\$ (500,216)</u>	<u>\$ 19,871,393</u>

Depreciation expense was charged to governmental activities as follows:

	<u>General</u>	<u>Internal Service</u>	<u>Total</u>
General Government	\$ 18,280	\$ -	\$ 18,280
Public Safety	22,851	-	22,851
Recreation and Community Services	54,840	-	54,840
Public Works	255,918	-	255,918
Internal Service Fund	-	105,446	105,446
Totals	<u>\$ 351,889</u>	<u>\$ 105,446</u>	<u>\$ 457,335</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 5 – Capital Assets (Continued)

	<u>Expenditures Spent-to-date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Government activities – street projects:		
Year 1 Residential Street Improvements	\$ 70,650	\$ 1,177,965
Howard Street from Noel to Lexington	100,957	30,043
Bloomfield from Farquhar to Katella	119,589	40,411
Suburbia Rehabilitation	157,715	29,269
Woodcrest and Carrier Row	19,398	209,685
Storm Drain Management Plan	64,860	10,140
Suburbia Street Project	49,124	73,822

Note 6 – Compensated Absences

The following is a summary of changes in compensated absences for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
Compensated absences	\$ 481,842	\$ 229,747	\$ 223,557	\$ 488,032	\$ 181,844

There is no repayment schedule for compensated absences. Employee leave benefits are payable to employees upon usage or termination. The City's policies relating to the payment of these benefits are discussed in Note 1. The liability for compensated absences is typically liquidated through the General Fund.

Note 7 – Long-Term Debt

The following is a summary of changes in Governmental Activities long-term debt for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
2015 Certificates of Participation	\$ 3,325,000	\$ -	\$ 80,000	\$ 3,245,000	\$ 85,000
Unamortized bond premium	109,555	-	4,434	105,121	4,434
	<u>\$ 3,434,555</u>	<u>\$ -</u>	<u>\$ 84,434</u>	<u>\$ 3,350,121</u>	<u>\$ 89,434</u>
Other Long-term Liabilities:					
Lease payable – Police Vehicles	\$ 68,008	\$ -	\$ 5,770	\$ 62,238	\$ 12,967

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 7 – Long-Term Debt (Continued)

A. 2015 Certificates of Participation

On September 1, 2015, the City issued the 2015 Certificates of Participation in the amount of \$3,685,000, as a public offering, to refund the outstanding balance of the 2006 (Laurel Park Acquisition) Certificates of Participation in an advanced refunding transaction, and to finance the design, acquisition, and construction of certain capital improvement projects. There are no finance-related consequences related to significant events of default or termination, and there are no acceleration clauses. There are no assets pledged as collateral, no required reserve, and no unused lines of credit. Interest on the bonds is payable semiannually on October 1 and April 1, commencing April 1, 2016, at rates which range from 2.00% to 5.00%. Principal payments begin October 1, 2017 and continue October 1 of each year through October 1, 2045. The outstanding balance as of June 30, 2022 is \$3,245,000. The annual debt service requirements on these bonds are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 85,000	\$ 125,444	\$ 210,444
2024	85,000	121,194	206,194
2025	90,000	116,819	206,819
2026	95,000	112,194	207,194
2027	100,000	107,319	207,319
2028-2032	560,000	482,144	1,042,144
2033-2037	655,000	379,147	1,034,147
2038-2042	805,000	236,900	1,041,900
2043-2046	770,000	63,200	833,200
	<u>\$ 3,245,000</u>	<u>\$ 1,744,361</u>	<u>\$ 4,989,361</u>

B. Lease Payable – Police Vehicles

In December 2020, the City entered into two five-year lease agreements as lessee for the acquisition and use of two vehicles. Initial lease liabilities were recorded in the amounts of \$31,142 and 42,533 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liabilities were \$16,254 and \$22,204. The City is required to make monthly principal and interest payments of \$519 and \$708 for the vehicles. The leases both have an interest rate of 16.2%. The vehicles both have a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$21,244 and \$29,019 less accumulated amortization of \$6,373 and \$8,706, respectively.

In March 2022, the City entered into a five-year lease agreement as lessee for the acquisition and use of a vehicle. An initial lease liability was recorded in the amount of \$25,518 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liability was \$23,780. The City is required to make monthly principal and interest payments of \$623 for the vehicle. The lease has an interest rate of 16.2%. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$25,518 less accumulated amortization of \$1,701.

The following future principal and interest payments on the leases payable for June 30 are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 12,967	\$ 9,248	\$ 22,215
2024	15,226	6,989	22,215
2025	17,888	4,327	22,215
2026	12,060	1,561	13,621
2027	4,097	292	4,389
	<u>\$ 62,238</u>	<u>\$ 22,417</u>	<u>\$ 85,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 8 – Defined Contribution Plans

The City provides pension benefits for all of its part time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the City's 457 plan. Federal legislation requires contributions of at least 7.5% of the employees' salary. For the fiscal year ended June 30, 2022, the City contributed \$35,121. City employees are invested immediately. City Council has the authority to establish and amend the provisions of this plan.

Note 9 – Defined Benefit Pension Plans

A. Plan Description

The City contributes to the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee defined benefit pension plan for full-time safety and miscellaneous employees. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS issues a publicly available financial report that includes financial statements and required supplementary information for the cost-sharing plans that are administered by CalPERS. Copies of CalPERS' annual financial report may be obtained from their executive office at: 400 P Street, Sacramento, California 95814.

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

B. Benefits Provided (Continued)

The City has a multiple tier retirement plan with benefits varying by plan for both miscellaneous and safety employees hired on or before specific dates as follows:

Safety Employees

- **Legacy POA Employees** – The retirement formula is 3% at age 50 for safety employees covered under the Los Alamitos Police Officers' Association (POA) that were hired on or before December 31, 2012. The employee is responsible for the employee share (9%).
- **Non-Represented Safety Employees** – The retirement formula for Non-Represented Safety Employees hired on or before December 31, 2012 is 3% at age 50. The employee is responsible for the employee share (9%).
- **Safety PEPRA Employees** – The retirement formula is 2.7% at age 57 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 23.49% - one-half of which is 11.745%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Miscellaneous Employees

- **Legacy CEA Employees** – The retirement formula is 2.7% at age 55 for miscellaneous employees covered under the Los Alamitos City Employees Association (CEA) hired on or before December 31, 2012. The employee is responsible for the employee share (8%).
- **Non-Represented Miscellaneous Employees** – The retirement formula for Non-Represented Miscellaneous Employees hired on or before December 31, 2012 is 2.7% at age 55. The employee is responsible for the employee share (8%) with the exception of the City Manager whereby the City pays the employee share (8%).
- **Miscellaneous PEPRA Employees** – The retirement formula is 2% at age 62 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 12.783% - one-half of which is 6.3915%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Additionally, the City is required to contribute the actuarially determined amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rates for fiscal year 2021-2022 are as follows:

	Employer Rates
Classic Miscellaneous Members	14.02%
PEPRA Miscellaneous Members	7.59%
Classic Safety Members	23.71%
PEPRA Safety Members	13.13%

The employer rate for each plan does not include the additional City payment made towards the unfunded pension liability. Payment towards the unfunded liability for the fiscal year ended June 30, 2022 was \$1,677,621.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

C. Contribution Description

Section 20814(c) of the California Public Employees’ Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2022, the contributions recognized as a reduction to the net pension liability for the miscellaneous and safety plans was \$772,765 and \$848,052, respectively.

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2020 valuations were rolled forward to determine the June 30, 2021 total pension liabilities, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB 68
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table ¹	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.0% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.5% thereafter

¹ The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

E. Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as followed:

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

E. Long-term Expected Rate of Return

Asset Class	Assumed Asset Allocation
Public equity	50.0%
Global fixed income	28.0%
Real assets	13.0%
Private equity	8.0%
Inflation sensitive assets	0.0%
Liquidity	1.0%

F. Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

H. Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lifetime (EARSL) of all membersthat are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

The EARSL for PERF C (the CalPERS pool) for the measurement date ending June 30, 2021 is 3.7 years, which was obtained by dividing the total service years of 559,502 (the sum of remaining service lifetimes of the active employees) by 150,958 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

Net Pension Liability

As of June 30, 2022, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

Proportionate Share of Net Pension Liability	
Miscellaneous	\$ 7,053,182
Safety	7,487,386
Total Net Pension Liability	<u>\$ 14,540,568</u>

The City's net pension liability for each plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the plans is measured as of June 30, 2020, and the total pension liability for each plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each plan as of June 30, 2020 and 2021, were as follows:

	<u>Miscellaneous</u>	<u>Safety</u>
Proportion – June 30, 2020	0.2450%	0.1772%
Proportion – June 30, 2021	<u>0.3738%</u>	<u>0.2140%</u>
Change – Increase (Decrease)	<u>0.1288%</u>	<u>0.0368%</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.15%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate:

	Discount Rate -1% <u>(6.15%)</u>	Current Discount Rate <u>(7.15%)</u>	Discount Rate +1% <u>(8.15%)</u>
Proportion – June 30, 2020	\$11,611,367	\$ 7,053,182	\$ 3,326,094
Proportion – June 30, 2021	<u>13,283,412</u>	<u>7,487,386</u>	<u>2,726,666</u>
Change – Increase (Decrease)	<u>\$24,894,779</u>	<u>\$14,540,568</u>	<u>\$ 6,052,760</u>

Pension Expense and Pension Deferrals

For the year ended June 30, 2022, the City recognized a total pension expense of \$491,685 for the Miscellaneous plan and \$436,776 for the Safety plan, totaling \$928,461 for all plans. At June 30, 2022, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

<u>Miscellaneous Plan</u>	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	\$ 1,043,161	\$ -
Changes in assumptions	-	-
Difference between expected and actual experience	793,464	2,523
Net difference between projected and actual earnings on pension plan investments	19,639	6,176,695
Adjustment due to differences in proportions	3,063,933	262,567
Difference between actual and proportionate share of contributions	49,624	321,455
Subtotal Miscellaneous Plan	4,969,821	6,763,240
<u>Safety Plan</u>		
Contributions subsequent to measurement date	1,280,078	-
Changes in assumptions	-	-
Difference between expected and actual experience	1,281,287	2,073
Net difference between projected and actual earnings on pension plan investments	7,222	4,463,655
Adjustment due to differences in proportions	1,336,895	33,405
Difference between actual and proportionate share of contributions	105,479	950,373
Subtotal Safety Plan	4,010,961	5,449,506
Total All Plans	\$ 8,980,782	\$ 12,212,746

The \$2,323,239 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year	Deferred Outflows/(Inflows) of Resources		
Ending June 30,	Miscellaneous	Safety	Total
2023	\$ (284,108)	\$ (326,250)	\$ (610,358)
2024	(238,549)	(436,791)	(675,340)
2025	(612,429)	(729,233)	(1,341,662)
2026	(1,701,494)	(1,226,349)	(2,927,843)

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan

A. Plan Description

In addition to providing pension benefits, the City provides certain health care benefits, through a single- employer OPEB Plan (the Plan), for retired employees in accordance with a City Council resolution. Substantially, all the City's employees become eligible for those benefits if they reach normal retirement age while working for the City. Those and similar benefits for active employees are provided through PERS whose premiums are based on the benefits paid during the year.

Retiree health care coverage is segregated into two tiers as follows:

Tier 1 – Employees Hired Before August 1, 1994(1) receive one of the following:

- Miscellaneous and Safety Employees with 10 years of service with the City, with a regular service retirement, shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Employees age fifty (50) or over received up to \$300 per month for life.

Tier 2 – Employees Hired on or After August 1, 1994(1) receive one of the following:

- Miscellaneous Employees with at least 15 years of continuous service with the City, and have reached the age of fifty-five (55) shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Safety Employees with 10 years of service with the City shall be eligible to receive 50% of the monthly benefit applicable towards the employee and one dependent, if employee plus one dependent coverage was in effect upon the date of retirement. The percentage increases by 5% per year to 100% at 20 years of service up to Medicare age, and up to \$300 per month thereafter for life.

(1) Applies to police employees hired after January 1, 1995.

B. Employees Covered

As of the June 30, 2022 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	50
Inactive employees or beneficiaries currently receiving benefits	47
Inactive employees entitled to, but not yet receiving benefits	0
Total	<u>97</u>

C. Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2022, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

D. Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	3.54%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	2.20%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous
Pre-Retirement Turnover	According to the CalPERS Turnover rate table
Healthcare Trend Rate	4.0% per year

The actuary applied section 3.7.7(c)4 Actuarial Standards of Practice No. 6, as revised, and determined age-adjusted rates are not necessary and therefore, the Implicit Rate Subsidy is not applicable in calculating the total projection of benefit payments.

E. Discount Rate

The discount rate used to measure the total OPEB liability was 3.54 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

F. Changes in the Total OPEB Liability

The changes in the Total OPEB liability for the Plan are as follows:

	Increase (Decrease)
	Total OPEB Liability/(Assets)
Balance at June 30, 2021 (valuation date 6/30/19)	\$ 6,694,357
Changes recognized over the measurement period:	
Service Cost	345,491
Interest	144,055
Changes of assumptions	(973,560)
Actual and expected experience difference	542,385
Benefit Payments	(395,761)
Net Changes	(337,390)
Balance at June 30, 2022 (measurement date 6/30/22)	\$ 6,356,967

G. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

1% Decrease	Current Discount Rate	1% Increase
(2.54%)	(3.54%)	(4.54%)
\$7,038,345	\$6,356,967	\$5,781,635

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

H. Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the Total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

1% Decrease 3.00%	Current Healthcare Cost Trent Rates 4.00%	1% Increase 5.00%
\$5,879,754	\$6,356,967	\$6,925,807

I. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of \$677,562. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of resources	Deferred Inflows of resources
Change in assumptions	\$ 1,828,269	\$ (865,386)
Difference between expected and actual experience	482,120	(674,262)
	<u>\$ 2,310,389</u>	<u>\$ (1,539,648)</u>

Amounts reported as deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30	Amount
2022	\$ 188,016
2023	188,016
2024	188,016
2025	188,016
2026	158,826
Thereafter	<u>(140,149)</u>
Total	<u>\$ 770,741</u>

Note 11 – Joint Ventures

A. Orange County Fire Authority

In January 1995, the City of Los Alamitos entered into a joint powers agreement with 17 other cities within the County of Orange to create the Orange County Fire Authority (Authority). The purpose of the Authority is to provide for mutual fire protection, prevention and suppression services, and related and incidental services including, but not limited to emergency medical and transport services, as well as providing facilities and personnel for such services. The effective date of formation was March 1, 1995. Since the creation of the Authority, five additional cities have joined the Authority as members. The Authority's governing board consists of one representative from each city and two from the County.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 11 – Joint Ventures (Continued)

A. *Orange County Fire Authority (Continued)*

The operations of the Authority are funded with structural fire fees collected by the County through the property tax roll for the unincorporated area and on behalf of all member cities except for eight cities. The County pays all structural fire fees it collects to the Authority. The eight cities for which the County does not collect structural fire fees are considered “cash contract cities” and, accordingly, make cash contributions based on the Authority’s annual budget.

Upon dissolution of the Authority, all surplus money and property of the Authority will be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City does not have an ongoing financial responsibility. Financial statements of the Authority may be obtained from its office at Post Office Box 57115, Irvine, California 92619.

B. *West Communications Financing Authority*

The West Communications Financing Authority was established December 23, 1996, pursuant to a Joint Exercise of Powers Agreement by the Cities of Los Alamitos, Seal Beach and Cypress for the purpose of operating a public safety communications center.

The Board of Directors is comprised of three elected officials, one designated by each participating City. Each Director has one vote over budgeting and financial matters. The Authority is a public entity separate from the Cities and is not included in the financial statements of those entities.

Each City pays a contractual fee to the Authority which consists of personal costs, capital expenditures and reserves to fund accrued employee leave and equipment purchases. The contractual fee remains stable from year to year. In 2021-2022, the City of Los Alamitos paid \$703,953 to the Authority. Financial information for the Authority may be obtained from the City of Cypress.

C. *Integrated Law and Justice Agency for Orange County*

In May 2006, the City of Los Alamitos entered into a joint powers agreement with 22 other agencies within the County of Orange to create the Integrated Law and Justice Agency for Orange County. The purpose of the Agency is to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries. The Agency’s governing board consists of six Municipal Police Chiefs, each elected for a three-year term by the Orange County Chiefs & Sheriff’s Association. The operations of the Agency are funded by grant awards and annual budget appropriations from each member agency.

Upon dissolution of the Agency, all surplus money and property of the Agency will be conveyed or distributed to each member in proportion to all funds provided to the Agency by that member. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City has an ongoing financial responsibility to the Agency for approximately \$3,000 per year.

Financial information for this arrangement may be obtained from the City of Los Alamitos.

Note 12 – Self-Insurance Program

Effective July 1, 2016, the City rescinded its participation in the California Joint Power Insurance Authority (CJPIA) and joined the California State Association of Counties Excess Insurance Authority (EIA). Beginning July 1, 2016, excess insurance coverage for General Liability and Workers’ Compensation was provided through the EIA with self-insured retentions of \$100,000 and \$125,000 per occurrence for each respective program. The EIA provides coverage up to \$25 million per occurrence for General Liability and up to the statutory limit for Workers’ Compensation.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 12 – Self-Insurance Program (Continued)

The City established a Self-Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss when it became a member of EIA for liability, master crime, and workers' compensation coverage. All funds of the City participate in the program and make payments to the Self-Insurance Fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophe losses. The estimated claims liability of \$222,973 reported at June 30, 2022, is based on the requirements of Governmental Accounting Standards Board Statement 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The above amount includes an estimate for incurred but not reported claims.

During the last three fiscal years none of the above programs of protection have had settlements or judgments that exceeded the insured coverage amount. There have been no significant reductions in insured liability coverage from the prior year.

Changes in the reported liability for the last two fiscal years are as follows:

	<u>Workers'</u> <u>Compensation</u>	<u>General</u> <u>Liability</u>	<u>Total</u>
Liability balance as of June 30, 2020	\$ 59,868	\$ 215,605	\$ 275,473
Claims and changes in estimates during the fiscal year ended June 30, 2021	198,587	(177,484)	21,103
Claims payments during the fiscal year ended June 30, 2021	<u>(196,473)</u>	<u>50,560</u>	<u>(145,913)</u>
Liability balance as of June 30, 2021	61,982	88,681	150,663
Claims and changes in estimates during the fiscal year ended June 30, 2022	(27,848)	(72,962)	(100,810)
Claims payments during the fiscal year ended June 30, 2022	<u>37,741</u>	<u>135,379</u>	<u>173,120</u>
Liability balance as of June 30, 2022	<u>\$ 71,875</u>	<u>\$ 151,098</u>	<u>\$ 222,973</u>

Note 13 – Commitments and Contingencies

The City is subject to litigation arising in the normal course of business.

The City has received various state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

The City's operations may be affected by the recent and ongoing outbreak of COVID-19, which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, possible effects may include, but are not limited to, a reduction in certain tax revenues and a decline in the value of investments, which could have an impact on the City's financial position and operating results. There is significant uncertainty as to the severity and longevity of the outbreak and City management is in the process of evaluating the impact on the City and its financial statements.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 14 – Classification of Fund Balances

6

At June 30, 2022, fund balances are classified in the governmental funds as follows:

	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
<i>Nonspendable</i>			
Prepaid expenditures	\$ 2,659	\$ -	\$ 2,659
Due from employees	<u>1,531</u>	<u>-</u>	<u>1,531</u>
<i>Total Nonspendable</i>	<u>4,190</u>	<u>-</u>	<u>4,190</u>
<i>Restricted</i>			
Transportation	-	1,099,189	1,099,189
Cable television	-	73,947	73,947
Public safety	-	323,343	323,343
Air quality	-	123,361	123,361
Parks	<u>-</u>	<u>733,371</u>	<u>733,371</u>
<i>Total Restricted</i>	<u>-</u>	<u>2,353,211</u>	<u>2,353,211</u>
<i>Committed</i>			
Capital projects	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Total Committed</i>	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Assigned</i>			
Other POST-employment benefits	500,000	-	500,000
PERS reserves	3,400,000	-	3,400,000
Capital projects	<u>295,979</u>	<u>243,462</u>	<u>539,441</u>
<i>Total Assigned</i>	<u>4,195,979</u>	<u>243,462</u>	<u>4,439,441</u>
<i>Unassigned</i>	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
<i>Totals</i>	<u>\$16,773,021</u>	<u>\$ 2,482,610</u>	<u>\$19,255,631</u>

Note 15 – Restatement of Beginning Net Position/Fund Balance

	<u>Governmental Activities</u>	<u>Governmental Funds General Fund</u>
Net position/fund balance at July 1, 2021, as originally reported	\$ 8,168,084	\$13,615,603
Adjustment for understatement of unearned revenue.	<u>(1,015,926)</u>	<u>(1,015,926)</u>
Net position/fund Balance at July 1, 2021, as restated	<u>\$ 7,152,158</u>	<u>\$12,599,677</u>

Note 16 – Subsequent Events

Management has evaluated subsequent events through February 6, 2023 which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

CITY OF LOS ALAMITOS
Required Supplementary Information
Budgetary Comparison Schedule - General Fund
For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ -</u>
Revenues (inflows):				
Taxes	15,684,074	15,684,074	18,828,358	3,144,284
Licenses and permits	1,142,382	1,142,283	1,034,975	(107,308)
Intergovernmental	20,200	20,200	263,721	243,521
Charges for services	631,924	631,924	904,437	272,513
Investment earnings (loss)	229,280	229,280	(684,765)	(914,045)
Fines and forfeitures	738,309	738,309	382,498	(355,811)
Miscellaneous	68,000	68,000	40,826	(27,174)
Transfers in	<u>375,000</u>	<u>375,000</u>	<u>375,000</u>	<u>-</u>
Amount available for appropriations	<u>18,889,169</u>	<u>18,889,070</u>	<u>21,145,050</u>	<u>2,255,980</u>
Charges to appropriations (outflows):				
General government:				
City Council	66,895	66,895	70,021	(3,126)
City Manager / City Clerk	1,051,340	1,051,340	917,014	134,326
Administrative Services	725,906	725,906	662,261	63,645
City Attorney	176,000	176,000	210,871	(34,871)
Non-departmental	584,721	584,721	1,111,970	(527,249)
Public safety	7,394,611	7,394,611	6,617,305	777,306
Community development	1,329,924	1,329,924	1,292,094	37,830
Recreation and community services	1,775,322	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,259,400	2,801,366	(541,966)
Capital outlay	1,264,615	1,264,615	73,762	1,190,853
Transfers out	<u>1,303,500</u>	<u>1,303,500</u>	<u>1,303,500</u>	<u>-</u>
Total charges to appropriations	<u>17,932,234</u>	<u>17,932,234</u>	<u>16,971,706</u>	<u>960,528</u>
Fund balance, June 30, 2022	<u>\$ 13,556,612</u>	<u>\$ 13,556,513</u>	<u>\$ 16,773,021</u>	<u>\$ 3,216,508</u>

City of Los Alamitos
Required Supplementary Information (Continued) Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2022

Note 1 – Budgets and Budgetary Accounting Data

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The annual budget is adopted by the City Council and provides for the general operation of the City. The operating budget includes proposed expenditures and the means of financing them.
2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This “appropriated budget” covers substantially all City expenditures. Actual expenditures may not exceed budgeted appropriations at the department level. The City’s fund structure includes the following departments: City Council, City Manager/City Clerk, Administrative Services, City Attorney, Public Safety, Community Development, Recreation and Community Services, and Public Works. The City Manager is authorized to transfer budgeted amounts between the accounts of any department. Budgets are controlled at the department level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the fiscal year.
3. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. Unexpended appropriations of the governmental funds automatically lapse at the end of the fiscal year.
4. Budgets for the General, Special Revenue, Debt Service, Traffic Improvement Capital Projects Fund, Building Improvement Capital Project Fund, and Residential Street/Alley Capital Project Fund are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America (USGAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the proprietary funds, as the City is not legally required to adopt a budget for this type of fund.
5. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2022, based on calculations by City management, proceeds of taxes did not exceed appropriations.

Note 2 – Excess of Expenditures over Appropriations

The following departments had expenditures that exceeded the adopted budget:

	Budget	Actual	Variance
City Council	\$ 66,895	\$ 70,021	\$ (3,126)
City Attorney	176,000	210,871	(34,871)
Non-departmental	584,721	1,111,970	(527,249)
Recreation and community services	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,801,366	(541,966)

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1740%	0.1791%	0.1662%	0.0953%	0.0920%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,053,182	\$ 10,333,777	\$ 9,688,016	\$ 8,999,874	\$ 9,127,183
City's Covered payroll	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670	\$ 2,067,777
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	391.3%	557.6%	514.5%	478.0%	441.4%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	79.4%	69.3%	70.4%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0922%	0.0901%	0.0726%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,975,904	\$ 6,181,642	\$ 4,518,604		
City's Covered payroll	\$ 2,139,951	\$ 2,067,219	\$ 2,042,142		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	372.7%	299.0%	221.3%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The Measurement date 2014 was the first year of implementation, therefore only eight years are presented.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Safety Plan

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1643%	0.1695%	0.1710%	0.1047%	0.0980%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,487,386	\$ 11,805,982	\$ 10,731,155	\$ 9,853,739	\$ 9,719,511
City's Covered payroll	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046	\$ 2,655,464
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	342.8%	610.0%	469.1%	394.5%	366.0%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	82.4%	71.8%	73.1%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0965%	0.0922%	0.0891%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 8,351,809	\$ 6,328,706	\$ 5,542,493		
City's Covered payroll	\$ 2,534,307	\$ 2,402,592	\$ 2,385,017		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	329.6%	263.4%	232.4%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The Measurement date 2014 was the first year of implementation, therefore only eight years are presented.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,043,161	\$ 902,971	\$ 878,063	\$ 706,647	\$ 607,715
Contributions in relation to the actuarially determined contributions ²	\$ (1,043,161)	\$ (902,971)	\$ (878,063)	\$ (706,647)	\$ (607,715)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,174,409	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670
Contributions as a percentage of covered employee payroll	48.0%	50.1%	47.4%	37.5%	32.3%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 575,534	\$ 478,168	\$ 228,140		
Contributions in relation to the actuarially determined contributions ²	\$ (575,534)	\$ (478,168)	\$ (228,140)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,067,777	\$ 2,139,951	\$ 2,067,219		
Contributions as a percentage of covered employee payroll	27.8%	22.3%	11.0%		

California Public Employees' Retirement System ("CalPERS") Safety Plan

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,280,078	\$ 1,163,513	\$ 1,075,926	\$ 927,772	\$ 847,090
Contributions in relation to the actuarially determined contributions ²	\$ (1,280,078)	\$ (1,163,513)	\$ (1,075,926)	\$ (927,772)	\$ (847,090)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,103,050	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046
Contributions as a percentage of covered employee payroll	60.9%	53.3%	55.6%	40.6%	33.9%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 797,034	\$ 748,750	\$ 605,370		
Contributions in relation to the actuarially determined contributions ²	\$ (797,034)	\$ (748,750)	\$ (605,370)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,655,464	\$ 2,534,307	\$ 2,402,592		
Contributions as a percentage of covered employee payroll	30.0%	29.5%	25.2%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The fiscal year 2014 was the first year of implementation, therefore only eight years are presented.

² Covered Payroll represented above is based on pensionable earnings provided by the employer.

Notes to Schedule

None.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2022

	Last Ten Fiscal Years				
For the Measurement Period:	2021-22	2020-21	2019-20	2018-19	2017-18
Total OPEB Liability					
Service cost	\$ 345,491	\$ 333,552	\$ 192,736	\$ 175,452	\$ 170,756
Interest on the total OPEB Liability	144,055	143,962	164,133	157,013	166,352
Actual and expected experience difference	542,385	-	(1,087,077)	-	-
Changes in assumptions	(973,560)	31,397	2,824,825	100,644	-
Changes in benefit terms	-	-	-	-	-
Benefit payments	(395,761)	(383,006)	(238,645)	(237,974)	(228,821)
Net change in total OPEB liability	(337,390)	125,905	1,855,972	195,135	108,287
Total OPEB liability - beginning	6,694,357	6,568,452	4,712,480	4,517,345	4,409,058
Total OPEB liability - ending (a)	<u>\$ 6,356,967</u>	<u>\$ 6,694,357</u>	<u>\$ 6,568,452</u>	<u>\$ 4,712,480</u>	<u>\$ 4,517,345</u>
Fiduciary net position as a % of total OPEB liability ¹	0.00%	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll	\$ 4,277,459	\$ 4,700,996	\$ 4,502,169	\$ 4,380,716	\$ 4,380,716
Net OPEB liability as a percentage of payroll	148.6%	142.4%	145.9%	107.6%	103.1%

* 2018 is the first year of implementation, therefore only five years are available for the required 10-year schedule.

¹ The City does not hold any assets in a qualifying irrevocable trust or equivalent avengement. As such, there is no fiduciary net position of the plan, and the total amount of the OPEB liability is reported.

SUPPLEMENTARY INFORMATION

CITY OF LOS ALAMITOS

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
ASSETS				
Cash and investments	\$ 89,930	\$ 574,752	\$ 71,940	\$ 82,603
Accounts receivable	-	-	4,407	1,269
Due from other governments	-	49,588	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 204,112	\$ 25,750	\$ 2,400	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>204,112</u>	<u>25,750</u>	<u>2,400</u>	<u>-</u>
Fund Balances:				
Restricted	-	598,590	73,947	83,872
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(114,182)	-	-	-
Total fund balances	<u>(114,182)</u>	<u>598,590</u>	<u>73,947</u>	<u>83,872</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
ASSETS				
Cash and investments	\$ 34,179	\$ 15,399	\$ 188,848	\$ 123,361
Accounts receivable	-	-	-	-
Due from other governments	-	13,601	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Unearned revenues	-	-	-	-
Deposits payable	12,556	-	-	-
Total liabilities	<u>12,556</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	21,623	29,000	188,848	123,361
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>21,623</u>	<u>29,000</u>	<u>188,848</u>	<u>123,361</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
ASSETS				
Cash and investments	\$ 235,797	\$ 733,371	\$ 233,598	\$ 6,804
Accounts receivable	-	-	-	-
Due from other governments	4,617	-	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,798	\$ -	\$ 195	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>14,798</u>	<u>-</u>	<u>195</u>	<u>-</u>
Fund Balances:				
Restricted	225,616	733,371	-	-
Committed	-	-	-	-
Assigned	-	-	233,403	6,804
Unassigned	-	-	-	-
Total fund balances	<u>225,616</u>	<u>733,371</u>	<u>233,403</u>	<u>6,804</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects Funds		Debt Service Fund	Total Nonmajor Governmental Funds
	Traffic Improvement	Capital Outlay	Debt Service	
ASSETS				
Cash and investments	\$ 411,762	\$ 119	\$ 3,006	\$ 2,805,469
Accounts receivable	-	-	-	5,676
Due from other governments	-	-	-	67,806
Restricted cash and investments with fiscal agent	-	-	249	249
Total assets	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ 247,255
Unearned revenues	136,779	-	-	136,779
Deposits payable	-	-	-	12,556
Total liabilities	<u>136,779</u>	<u>-</u>	<u>-</u>	<u>396,590</u>
Fund Balances:				
Restricted	274,983	-	-	2,353,211
Committed	-	119	-	119
Assigned	-	-	3,255	243,462
Unassigned	-	-	-	(114,182)
Total fund balances	<u>274,983</u>	<u>119</u>	<u>3,255</u>	<u>2,482,610</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
REVENUES:				
Taxes	\$ -	\$ -	\$ 18,438	\$ -
Intergovernmental	214,046	-	-	-
Charges for services	-	-	-	-
Investment earnings	342	4,052	541	602
Fines and forfeitures	-	-	-	18,214
Program revenues	-	284,090	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>214,388</u>	<u>288,142</u>	<u>18,979</u>	<u>18,816</u>
EXPENDITURES:				
Current:				
General government	-	-	20,580	-
Public works	-	-	-	-
Capital outlay	318,120	197,730	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>318,120</u>	<u>197,730</u>	<u>20,580</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>18,816</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	-	-	(5,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(5,000)</u>
CHANGE IN FUND BALANCES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>13,816</u>
Fund balances (deficits), beginning of year	<u>(10,450)</u>	<u>508,178</u>	<u>75,548</u>	<u>70,056</u>
Fund balances (deficits), end of year	<u>\$ (114,182)</u>	<u>\$ 598,590</u>	<u>\$ 73,947</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
REVENUES:				
Taxes	\$ -	\$ 125,711	\$ -	\$ -
Intergovernmental	-	-	184,778	10,817
Charges for services	-	-	-	-
Investment earnings	415	387	1,801	864
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	448	-	-	-
Total revenues	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	(110,000)	(140,000)	-
Total other financing sources (uses)	<u>-</u>	<u>(110,000)</u>	<u>(140,000)</u>	<u>-</u>
CHANGE IN FUND BALANCES	863	16,098	46,579	11,681
Fund balances (deficits), beginning of year	<u>20,760</u>	<u>12,902</u>	<u>142,269</u>	<u>111,680</u>
Fund balances (deficits), end of year	<u>\$ 21,623</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
REVENUES:				
Taxes	\$ 514,172	\$ -	\$ -	\$ -
Intergovernmental	-	26,134	-	-
Charges for services	-	-	-	-
Investment earnings	1,644	5,268	449	50
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>515,816</u>	<u>31,402</u>	<u>449</u>	<u>50</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	148,648	-	-	-
Capital outlay	257,731	-	109,188	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>406,379</u>	<u>-</u>	<u>109,188</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>109,437</u>	<u>31,402</u>	<u>(108,739)</u>	<u>50</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	240,000	-
Transfers out	(120,000)	-	-	-
Total other financing sources (uses)	<u>(120,000)</u>	<u>-</u>	<u>240,000</u>	<u>-</u>
CHANGE IN FUND BALANCES	(10,563)	31,402	131,261	50
Fund balances (deficits), beginning of year	<u>236,179</u>	<u>701,969</u>	<u>102,142</u>	<u>6,754</u>
Fund balances (deficits), end of year	<u>\$ 225,616</u>	<u>\$ 733,371</u>	<u>\$ 233,403</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	<u>Capital Projects Funds</u>		<u>Debt Service Fund</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Traffic Improvement</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ 658,321
Intergovernmental	-	-	-	435,775
Charges for services	156	-	-	156
Investment earnings	3,050	1	-	19,466
Fines and forfeitures	-	-	-	18,214
Program revenues	-	-	-	284,090
Miscellaneous	-	-	-	448
Total revenues	<u>3,206</u>	<u>1</u>	<u>-</u>	<u>1,416,470</u>
EXPENDITURES:				
Current:				
General government	-	-	-	20,580
Public works	1,598	-	-	150,246
Capital outlay	-	-	-	882,769
Debt service:				
Principal	-	-	80,000	80,000
Interest and fiscal charges	-	-	130,494	130,494
Total expenditures	<u>1,598</u>	<u>-</u>	<u>210,494</u>	<u>1,264,089</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>1,608</u>	<u>1</u>	<u>(210,494)</u>	<u>152,381</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	213,500	453,500
Transfers out	-	-	-	(375,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>213,500</u>	<u>78,500</u>
CHANGE IN FUND BALANCES	<u>1,608</u>	<u>1</u>	<u>3,006</u>	<u>230,881</u>
Fund balances (deficits), beginning of year	<u>273,375</u>	<u>118</u>	<u>249</u>	<u>2,251,729</u>
Fund balances (deficits), end of year	<u>\$ 274,983</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,482,610</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual Community Development Block Grant Special Revenue Fund For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance (deficit), July 1, 2021	\$ (10,450)	\$ (10,450)	\$ -
Revenues (inflows):			
Intergovernmental	291,000	214,046	(76,954)
Investment earnings	<u>-</u>	<u>342</u>	<u>342</u>
Amount available for appropriations	<u>291,000</u>	<u>214,388</u>	<u>(76,612)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Total charges to appropriations	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Fund balance (deficit), June 30, 2022	<u><u>\$ (10,450)</u></u>	<u><u>\$ (114,182)</u></u>	<u><u>\$ (103,732)</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Measure M Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 508,178	\$ 508,178	\$ -
Revenues (inflows):			
Investment earnings	2,500	4,052	1,552
Program revenues	<u>219,988</u>	<u>284,090</u>	<u>64,102</u>
Amount available for appropriations	<u>222,488</u>	<u>288,142</u>	<u>65,654</u>
Charges to appropriations (outflows):			
Capital outlay	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Total charges to appropriations	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Fund balance, June 30, 2022	<u>\$ 264,610</u>	<u>\$ 598,590</u>	<u>\$ 333,980</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Los Alamitos Television Special Revenue Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 75,548</u>	<u>\$ 75,548</u>	<u>\$ -</u>
Revenues (inflows):			
Taxes	24,900	18,438	(6,462)
Investment earnings	<u>1,300</u>	<u>541</u>	<u>(759)</u>
Amount available for appropriations	<u>26,200</u>	<u>18,979</u>	<u>(7,221)</u>
Charges to appropriations (outflows):			
General government	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Total charges to appropriations	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Fund balance, June 30, 2022	<u><u>\$ 55,758</u></u>	<u><u>\$ 73,947</u></u>	<u><u>\$ 18,189</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Office of Traffic Safety Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 70,056	\$ 70,056	\$ -
Revenues (inflows):			
Investment earnings	1,000	602	(398)
Fines and forfeitures	<u>15,000</u>	<u>18,214</u>	<u>3,214</u>
Amount available for appropriations	<u>16,000</u>	<u>18,816</u>	<u>2,816</u>
Charges to appropriations (outflows):			
Transfers out	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Total charges to appropriations	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 81,056</u></u>	<u><u>\$ 83,872</u></u>	<u><u>\$ 2,816</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Asset Seizure Special Revenue Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 20,760</u>	<u>\$ 20,760</u>	<u>\$ -</u>
Revenues (inflows):			
Investment earnings	500	415	(85)
Miscellaneous	<u>-</u>	<u>448</u>	<u>448</u>
Amount available for appropriations	<u>500</u>	<u>863</u>	<u>363</u>
Fund balance, June 30, 2022	<u><u>\$ 21,260</u></u>	<u><u>\$ 21,623</u></u>	<u><u>\$ 363</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Public Safety Augmentation Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 12,902	\$ 12,902	\$ -
Revenues (inflows):			
Taxes	110,783	125,711	14,928
Investment earnings	<u>300</u>	<u>387</u>	<u>87</u>
Amount available for appropriations	<u>111,083</u>	<u>126,098</u>	<u>15,015</u>
Charges to appropriations (outflows):			
Transfers out	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Total charges to appropriations	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 13,985</u></u>	<u><u>\$ 29,000</u></u>	<u><u>\$ 15,015</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Law Enforcement Service Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 142,269	\$ 142,269	\$ -
Revenues (inflows):			
Intergovernmental	160,000	184,778	24,778
Investment earnings	<u>2,500</u>	<u>1,801</u>	<u>(699)</u>
Amount available for appropriations	<u>162,500</u>	<u>186,579</u>	<u>24,079</u>
Charges to appropriations (outflows):			
Transfers out	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Total charges to appropriations	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u><u>\$ 164,769</u></u>	<u><u>\$ 188,848</u></u>	<u><u>\$ 24,079</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Air Quality Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 111,680	\$ 111,680	\$ -
Revenues (inflows):			
Intergovernmental	15,000	10,817	(4,183)
Investment earnings	<u>15,000</u>	<u>864</u>	<u>(14,136)</u>
Amount available for appropriations	<u>30,000</u>	<u>11,681</u>	<u>(18,319)</u>
Charges to appropriations (outflows):			
Public works	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Total charges to appropriations	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Fund balance, June 30, 2022	<u><u>\$ 79,815</u></u>	<u><u>\$ 123,361</u></u>	<u><u>\$ 43,546</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Gas Tax Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 236,179	\$ 236,179	\$ -
Revenues (inflows):			
Taxes	507,531	514,172	6,641
Investment earnings	<u>6,000</u>	<u>1,644</u>	<u>(4,356)</u>
Amount available for appropriations	<u>513,531</u>	<u>515,816</u>	<u>2,285</u>
Charges to appropriations (outflows):			
Public works	-	148,648	(148,648)
Capital outlay	641,067	257,731	383,336
Transfers out	<u>12,000</u>	<u>120,000</u>	<u>(108,000)</u>
Total charges to appropriations	<u>653,067</u>	<u>526,379</u>	<u>126,688</u>
Fund balance, June 30, 2022	<u><u>\$ 96,643</u></u>	<u><u>\$ 225,616</u></u>	<u><u>\$ 128,973</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Park Development Capital Project Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 701,969</u>	<u>\$ 701,969</u>	<u>\$ -</u>
Revenues (inflows):			
Intergovernmental	-	26,134	26,134
Investment earnings	<u>8,600</u>	<u>5,268</u>	<u>(3,332)</u>
 Amount available for appropriations	<u>8,600</u>	<u>31,402</u>	<u>22,802</u>
 Fund balance, June 30, 2022	<u><u>\$ 710,569</u></u>	<u><u>\$ 733,371</u></u>	<u><u>\$ 22,802</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Building Improvement Capital Project Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 102,142	\$ 102,142	\$ -
Revenues (inflows):			
Investment earnings	2,900	449	(2,451)
Transfers in	<u>240,000</u>	<u>240,000</u>	<u>-</u>
Amount available for appropriations	<u>242,900</u>	<u>240,449</u>	<u>(2,451)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Total charges to appropriations	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Fund balance, June 30, 2022	<u><u>\$ 118,042</u></u>	<u><u>\$ 233,403</u></u>	<u><u>\$ 115,361</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Residential Streets/Alleys Capital Project Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 6,754</u>	<u>\$ 6,754</u>	<u>\$ -</u>
Revenues (inflows):			
Investment earnings	<u>100</u>	<u>50</u>	<u>(50)</u>
Amount available for appropriations	<u>100</u>	<u>50</u>	<u>(50)</u>
Fund balance, June 30, 2022	<u><u>\$ 6,854</u></u>	<u><u>\$ 6,804</u></u>	<u><u>\$ (50)</u></u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual Traffic Improvement Capital Project Fund For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 273,375	\$ 273,375	\$ -
Revenues (inflows):			
Charges for services	15,000	156	(14,844)
Investment earnings	<u>2,500</u>	<u>3,050</u>	<u>550</u>
Amount available for appropriations	<u>17,500</u>	<u>3,206</u>	<u>(14,294)</u>
Charges to appropriations (outflows):			
Public works	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Total charges to appropriations	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Fund balance, June 30, 2022	<u>\$ 290,875</u>	<u>\$ 274,983</u>	<u>\$ (15,892)</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Debt Service Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 249	\$ 249	\$ -
Revenues (inflows):			
Investment earnings	200	-	(200)
Transfers in	<u>213,500</u>	<u>213,500</u>	<u>-</u>
Amount available for appropriations	<u>213,700</u>	<u>213,500</u>	<u>(200)</u>
Charges to appropriations (outflows):			
Debt service:			
Principal	80,000	80,000	-
Interest and fiscal charges	<u>133,594</u>	<u>130,494</u>	<u>3,100</u>
Total charges to appropriations	<u>213,594</u>	<u>210,494</u>	<u>3,100</u>
Fund balance, June 30, 2022	<u><u>\$ 355</u></u>	<u><u>\$ 3,255</u></u>	<u><u>\$ 2,900</u></u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
ASSETS			
Current assets:			
Cash and investments	\$ 585,731	\$ 397,083	\$ 164,927
Accounts receivable	-	-	-
Total current assets	<u>585,731</u>	<u>397,083</u>	<u>164,927</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total noncurrent assets	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total assets	<u>956,397</u>	<u>405,465</u>	<u>164,927</u>
LIABILITIES			
Current liabilities:			
Accounts payable	19,512	70,911	3,294
Accrued interest	1,279	-	-
Accrued claims and judgements	-	-	-
Capital leases	<u>12,967</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>33,758</u>	<u>70,911</u>	<u>3,294</u>
Long-term liabilities:			
Accrued claims and judgements	-	-	-
Capital leases	<u>49,271</u>	<u>-</u>	<u>-</u>
Total long-term liabilities	<u>49,271</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>83,029</u>	<u>70,911</u>	<u>3,294</u>
NET POSITION			
Net investment in capital assets	308,428	8,382	-
Unrestricted	<u>564,940</u>	<u>326,172</u>	<u>161,633</u>
Total net position	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
ASSETS			
Current assets:			
Cash and investments	\$ 293,558	\$ 667,948	\$ 2,109,247
Accounts receivable	-	12,102	12,102
Total current assets	<u>293,558</u>	<u>680,050</u>	<u>2,121,349</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	339,997	-	719,045
Total noncurrent assets	<u>339,997</u>	<u>-</u>	<u>719,045</u>
Total assets	<u>633,555</u>	<u>680,050</u>	<u>2,840,394</u>
LIABILITIES			
Current liabilities:			
Accounts payable	634	26,066	120,417
Accrued interest	-	-	1,279
Accrued claims and judgements	-	71,875	71,875
Capital leases	-	-	12,967
Total current liabilities	<u>634</u>	<u>97,941</u>	<u>206,538</u>
Long-term liabilities:			
Accrued claims and judgements	-	151,098	151,098
Capital leases	-	-	49,271
Total long-term liabilities	<u>-</u>	<u>151,098</u>	<u>200,369</u>
Total liabilities	<u>634</u>	<u>249,039</u>	<u>406,907</u>
NET POSITION			
Net investment in capital assets	339,997	-	656,807
Unrestricted	<u>292,924</u>	<u>431,011</u>	<u>1,776,680</u>
Total net position	<u>\$ 632,921</u>	<u>\$ 431,011</u>	<u>\$ 2,433,487</u>

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
OPERATING REVENUES:			
Charges for services:			
Garage	\$ 316,840	\$ -	\$ -
Police capital	-	-	40,000
Technology replacement	-	190,000	-
Miscellaneous	-	-	-
	<u>316,840</u>	<u>190,000</u>	<u>40,000</u>
Total operating revenues	<u>316,840</u>	<u>190,000</u>	<u>40,000</u>
OPERATING EXPENSES:			
Supplies and materials	101,553	181,698	56,969
Outside services	39,645	130,328	-
Claims expense	-	-	-
Depreciation	89,726	8,380	-
	<u>230,924</u>	<u>320,406</u>	<u>56,969</u>
Total operating expenses	<u>230,924</u>	<u>320,406</u>	<u>56,969</u>
OPERATING INCOME	<u>85,916</u>	<u>(130,406)</u>	<u>(16,969)</u>
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	(8,343)	-	-
	<u>(8,343)</u>	<u>-</u>	<u>-</u>
Total non-operating revenues (expenses)	<u>(8,343)</u>	<u>-</u>	<u>-</u>
INCOME BEFORE TRANSFERS	77,573	(130,406)	(16,969)
Transfers in	-	190,000	-
	<u>-</u>	<u>190,000</u>	<u>-</u>
Total transfers	<u>-</u>	<u>190,000</u>	<u>-</u>
Change in net position	77,573	59,594	(16,969)
Net position, beginning of year	795,795	274,960	178,602
	<u>795,795</u>	<u>274,960</u>	<u>178,602</u>
Net position, end of year	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
OPERATING REVENUES:			
Charges for services:			
Garage	\$ -	\$ -	\$ 316,840
Police capital	-	-	40,000
Technology replacement	-	-	190,000
Miscellaneous	-	41,940	41,940
Total operating revenues	-	41,940	588,780
OPERATING EXPENSES:			
Supplies and materials	-	-	340,220
Outside services	544	-	170,517
Claims expense	-	563,308	563,308
Depreciation	7,340	-	105,446
Total operating expenses	7,884	563,308	1,179,491
OPERATING INCOME	(7,884)	(521,368)	(590,711)
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	-	-	(8,343)
Total non-operating revenues (expenses)	-	-	(8,343)
INCOME BEFORE TRANSFERS	(7,884)	(521,368)	(599,054)
Transfers in	-	660,000	850,000
Total transfers	-	660,000	850,000
Change in net position	(7,884)	138,632	250,946
Net position, beginning of year	640,805	292,379	2,182,541
Net position, end of year	\$ 632,921	\$ 431,011	\$ 2,433,487

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ 316,840	\$ -	\$ -
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	190,000	-
Payments to suppliers and service providers	(134,854)	(244,969)	(53,675)
Cash received from (payments to) others	-	-	-
Net cash provided (used by) operating activities	<u>181,986</u>	<u>(54,969)</u>	<u>(13,675)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	190,000	-
Net cash provided (used by) non-capital financing activities	<u>-</u>	<u>190,000</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(305,559)	-	-
Principal paid on capital debt	(5,570)	-	-
Interest paid on capital debt	(8,572)	-	-
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(137,715)	135,031	(13,675)
Cash and equivalents, beginning of year	723,446	262,052	178,602
Cash and equivalents, end of year	<u>\$ 585,731</u>	<u>\$ 397,083</u>	<u>\$ 164,927</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ 85,916	\$ (130,406)	\$ (16,969)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	89,726	8,380	-
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	-	-
Increase (decrease) in accounts payable	6,344	67,057	3,294
Increase (decrease) in claims and judgements	-	-	-
Total adjustments	<u>96,070</u>	<u>75,437</u>	<u>3,294</u>
Net cash provided (used) by operating activities	<u>\$ 181,986</u>	<u>\$ (54,969)</u>	<u>\$ (13,675)</u>

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ -	\$ -	\$ 316,840
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	-	190,000
Payments to suppliers and service providers	-	(502,007)	(935,505)
Cash received from (payments to) others	-	41,940	41,940
Net cash provided (used by) operating activities	<u>-</u>	<u>(460,067)</u>	<u>(346,725)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	660,000	850,000
Net cash provided (used by) non-capital financing activities	<u>-</u>	<u>660,000</u>	<u>850,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	-	-	(305,559)
Principal paid on capital debt	-	-	(5,570)
Interest paid on capital debt	-	-	(8,572)
Net cash provided (used by) capital and related financing activities	<u>-</u>	<u>-</u>	<u>(319,701)</u>
Net increase (decrease) in cash and cash equivalents	-	199,933	183,574
Cash and equivalents, beginning of year	293,558	468,015	1,925,673
Cash and equivalents, end of year	<u>\$ 293,558</u>	<u>\$ 667,948</u>	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO			
NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ (7,884)	\$ (521,368)	\$ (590,711)
Adjustments to reconcile operating income (loss)			
to net cash provided (used) by operating activities:			
Depreciation	7,340	-	105,446
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	(4,146)	(4,146)
Increase (decrease) in accounts payable	544	(6,863)	70,376
Increase (decrease) in claims and judgements	-	72,310	72,310
Total adjustments	<u>7,884</u>	<u>61,301</u>	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ -</u>	<u>\$ (460,067)</u>	<u>\$ (346,725)</u>

STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of Los Alamitos's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

CONTENTS:

Page(s)

Financial Trends: these schedules contain trend information to help the reader understands how the City's financial performance and well-being has changed over time 101

Revenue Capacity: these schedules contain trend information to help the reader assesses the factors affecting the City's most significant revenue source, property tax 108

Debt Capacity: these schedules present information to help the reader assesses the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future..... 115

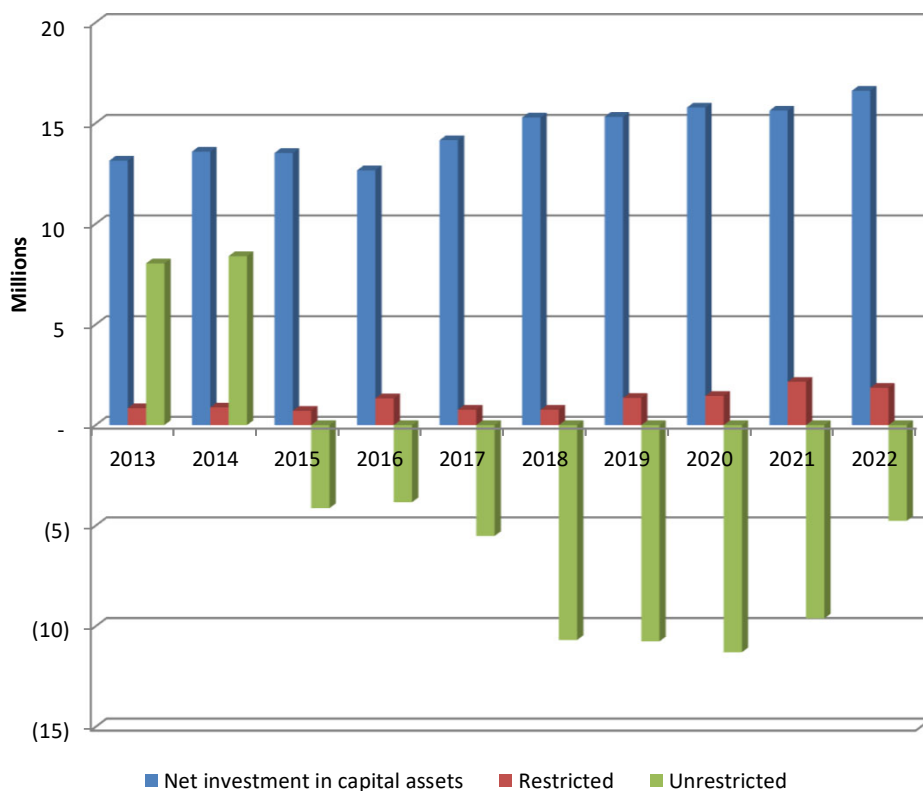
Demographic and Economic Information: these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place 118

Operating Information: these schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs 120

CITY OF LOS ALAMITOS
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015*	2016	2017
Governmental activities					
Net investment in capital assets	\$ 13,138	\$ 13,585	\$ 13,519	\$ 12,658	\$ 14,156
Restricted	841	878	713	1,334	764
Unrestricted	8,034	8,393	(4,126)	(3,828)	(5,506)
Total governmental activities net position	<u>\$ 22,013</u>	<u>\$ 22,856</u>	<u>\$ 10,106</u>	<u>\$ 10,164</u>	<u>9,414</u>

	2018	2019	2020	2021	2022
Governmental activities					
Net investment in capital assets	\$ 15,281	15,315	15,776	15,623	16,545
Restricted	761	1,350	1,453	2,153	2,353
Unrestricted	(10,679)	(10,746)	(11,287)	(9,608)	(5,197)
Total governmental activities net position	<u>\$ 5,363</u>	<u>5,919</u>	<u>5,942</u>	<u>8,168</u>	<u>13,701</u>



Source: City of Los Alamitos, Finance Department

* In Fiscal Year 2014-15 the City implemented GASB Statement No. 68, which resulted in a \$12.8 million decrease to the City's net position in relation to accounting for the City's net pension liability and related deferrals.

** In Fiscal Year 2017-18 the City implemented GASB Statement No. 75, which resulted in a \$3.6 million decrease to the City's net position in relation to accounting for the City's total OPEB liability.

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
Expenses					
Governmental activities:					
General government	\$ 1,377	\$ 2,223	\$ 2,646	\$ 2,976	2,830
Public safety	5,393	5,691	5,463	5,732	6,922
Community development	745	843	714	685	775
Recreation and community services	1,957	1,700	1,772	1,834	1,783
Public works	2,709	2,839	2,592	2,339	2,306
Interest and fiscal charges	168	140	138	302	148
Total governmental activities expenses	<u>12,349</u>	<u>13,436</u>	<u>13,325</u>	<u>13,868</u>	<u>14,764</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	-	385	205	225	272
Public safety	637	735	752	808	825
Community development	435	113	141	80	100
Recreation and community services	1,295	1,242	1,301	1,225	1,087
Public works	-	18	2	139	-
Operating grants	119	323	293	398	453
Capital grants and contributions	349	1,739	629	530	369
Total governmental activities program revenues	<u>2,835</u>	<u>4,555</u>	<u>3,323</u>	<u>3,405</u>	<u>3,106</u>
Net (expense)/revenue					
Governmental activities	(9,514)	(8,881)	(10,002)	(10,463)	(11,658)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,734	2,733	2,954	3,118	3,603
Utility users tax	2,160	2,188	2,210	2,092	2,037
Transient occupancy	104	113	132	156	159
Sales	2,117	2,836	3,064	3,357	3,160
Franchise	653	689	712	709	669
Business license	694	551	563	566	609
Other	284	334	348	251	339
	<u>9,746</u>	<u>9,444</u>	<u>9,983</u>	<u>10,249</u>	<u>10,576</u>
Motor vehicle in lieu	5	-	-	-	-
Investment income	27	13	30	86	63
Gain on Sale of property	37	-	-	-	-
Other	36	267	146	185	269
Total governmental activities	<u>9,851</u>	<u>9,724</u>	<u>10,159</u>	<u>10,520</u>	<u>10,908</u>
Changes in Net Position					
Governmental activities	<u>\$ 337</u>	<u>\$ 843</u>	<u>\$ 157</u>	<u>\$ 57</u>	<u>(750)</u>

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
Expenses					
Governmental activities:					
General government	\$ 3,517	\$ 3,135	\$ 3,586	\$ 3,493	\$ 2,548
Public safety	6,311	6,556	6,912	7,135	6,382
Community development	1,104	986	1,091	957	1,344
Recreation and community services	1,811	1,746	1,758	1,471	2,043
Public works	2,314	2,415	2,572	2,907	3,226
Interest and fiscal charges	141	142	58	331	138
Total governmental activities expenses	<u>15,198</u>	<u>14,980</u>	<u>15,977</u>	<u>16,294</u>	<u>15,681</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	814	831	1,335	914	1,035
Public safety	859	916	711	478	411
Community development	198	3	3	2	1
Recreation and community services	956	937	781	527	892
Public works	-	167	508	353	1
Operating grants	151	442	628	1,872	677
Capital grants and contributions	391	254	249	241	308
Total governmental activities program revenues	<u>3,369</u>	<u>3,550</u>	<u>4,215</u>	<u>4,387</u>	<u>3,325</u>
Net (expense)/revenue					
Governmental activities	(11,829)	(11,430)	(11,762)	(11,907)	(12,356)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,773	3,946	4,169	4,455	4,732
Utility users tax	2,034	1,968	1,988	1,834	2,123
Transient occupancy	167	160	132	223	522
Sales	3,336	3,597	3,227	4,855	9,671
Franchise	691	688	611	725	1,071
Business license	647	684	730	886	728
Other	429	557	564	548	640
	<u>11,077</u>	<u>11,600</u>	<u>11,421</u>	<u>13,526</u>	<u>19,487</u>
Motor vehicle in lieu	-	-	-	-	-
Investment income	102	271	254	78	(665)
Gain on Sale of property	19	-	-	-	-
Other	182	115	110	528	83
Total governmental activities	<u>11,380</u>	<u>11,986</u>	<u>11,785</u>	<u>14,132</u>	<u>18,905</u>
Changes in Net Position					
Governmental activities	<u>(449) \$</u>	<u>556 \$</u>	<u>23 \$</u>	<u>2,225 \$</u>	<u>6,549 \$</u>

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
General Fund					
Nonspendable	\$ 6	\$ 8	\$ 684	\$ 59	\$ 17
Committed	-	-	-	-	-
Restricted	-	-	-	-	-
Assigned	3,770	7,049	7,484	7,347	7,481
Unassigned	4,085	1,218	(644)	3	56
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	<u>7,861</u>	<u>8,275</u>	<u>7,524</u>	<u>7,409</u>	<u>7,554</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	888	829	1,063	1,333	1,334
Committed	-	-	-	-	-
Assigned	898	677	390	1,001	345
Unassigned	(223)	(1,240)	-	-	-
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	<u>1,563</u>	<u>266</u>	<u>1,453</u>	<u>2,334</u>	<u>1,679</u>
Total All Governmental Funds	<u>\$ 9,424</u>	<u>\$ 8,541</u>	<u>\$ 8,977</u>	<u>\$ 9,743</u>	<u>\$ 9,233</u>

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
General Fund					
Nonspendable	\$ 18	\$ 56	\$ 14	\$ 7	\$ 4
Committed	-	3,607	3,286	3	3
Restricted	-	-	-	-	-
Assigned	7,662	4,589	4,196	4,203	4,196
Unassigned	49	588	2,785	9,403	12,570
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	<u>7,729</u>	<u>8,840</u>	<u>10,281</u>	<u>13,616</u>	<u>16,773</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,334	1,180	1,453	2,153	2,353
Committed	-	-	-	-	-
Assigned	129	99	200	109	243
Unassigned	-	(4)	(9)	(10)	(114)
Reserved					
Unreserved, designated reported in:					
Special revenue funds					
Unreserved, reported in:					
Special revenue funds					
Debt service funds					
Capital projects funds					
Total All Other Governmental Funds	<u>1,463</u>	<u>1,275</u>	<u>1,644</u>	<u>2,252</u>	<u>2,482</u>
Total All Governmental Funds	<u>\$ 9,192</u>	<u>\$ 10,115</u>	<u>\$ 11,925</u>	<u>\$ 15,868</u>	<u>\$ 19,255</u>

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
Revenues					
Taxes	\$ 9,042	\$ 9,420	\$ 10,337	\$ 10,559	\$ 10,724
Licenses and permits	694	937	205	225	272
Intergovernmental	531	150	1,609	245	609
Charges for services	1,752	1,396	1,403	1,459	1,202
Investment earnings	9	2	30	86	63
Fines and forfeitures	615	710	737	781	810
Other	36	581	454	460	476
Total Revenues	<u>12,679</u>	<u>13,196</u>	<u>14,775</u>	<u>13,815</u>	<u>14,156</u>
Expenditures					
General government	1,900	2,097	2,379	2,735	2,029
Public safety	5,280	5,874	5,513	5,711	5,777
Community development	737	830	694	657	715
Recreation and community services	1,889	1,620	1,730	1,739	1,646
Public works	1,831	1,686	1,771	1,963	1,963
Capital outlay	806	1,744	830	213	1,972
Debt service:					
Principal retirement	72	70	76	75	70
Payment to refunded bond escrow agent	-	-	-	220	-
Interest and fiscal charges	144	141	138	311	142
Total Expenditures	<u>12,659</u>	<u>14,062</u>	<u>13,131</u>	<u>13,624</u>	<u>14,314</u>
Excess of revenues over/(under) expenditures	<u>20</u>	<u>(866)</u>	<u>1,644</u>	<u>191</u>	<u>(158)</u>
Other Financing Sources (Uses)					
Transfers in	588	606	684	681	1,280
Transfers out	(588)	(621)	(1,892)	(1,203)	(2,201)
Refunding bonds issued	-	-	-	3,685	-
Bond premium	-	-	-	133	-
Payment to refunded bond escrow agent	-	-	-	(2,722)	-
Total other financing sources	<u>-</u>	<u>(15)</u>	<u>(1,208)</u>	<u>574</u>	<u>(921)</u>
Net change in fund balances	<u>\$ 20</u>	<u>\$ (881)</u>	<u>\$ 436</u>	<u>\$ 765</u>	<u>\$ (1,079)</u>
Debt service as a percentage of noncapital expenditures	1.765%	1.598%	1.813%	2.865%	1.713%
				(1)	

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
Revenues					
Taxes	\$ 11,078	\$ 11,600	\$ 11,422	\$ 13,526	\$ 19,487
Licenses and permits	814	831	1,462	914	1,035
Intergovernmental	323	294	684	1,888	699
Charges for services	1,169	1,121	1,310	890	905
Investment earnings	106	271	254	78	(665)
Fines and forfeitures	844	900	694	468	401
Other	398	349	301	610	324
Total Revenues	<u>14,732</u>	<u>15,366</u>	<u>16,127</u>	<u>18,374</u>	<u>22,186</u>
Expenditures					
General government	2,243	2,299	2,405	2,240	2,993
Public safety	5,751	5,886	5,585	5,938	6,617
Community development	1,044	928	1,052	1,185	1,292
Recreation and community services	1,598	1,590	1,615	1,391	1,911
Public works	1,943	2,064	1,983	2,379	2,952
Capital outlay	1,068	332	865	490	957
Debt service:					
Principal retirement	70	70	75	75	80
Payment to refunded bond escrow agent	-	-	-	-	-
Interest and fiscal charges	140	139	136	134	130
Total Expenditures	<u>13,857</u>	<u>13,308</u>	<u>13,716</u>	<u>13,832</u>	<u>16,932</u>
Excess of revenues over/(under) expenditures	<u>875</u>	<u>2,058</u>	<u>2,411</u>	<u>4,542</u>	<u>5,254</u>
Other Financing Sources (Uses)					
Transfers in	832	597	808	733	828
Transfers out	(1,752)	(1,157)	(1,409)	(1,334)	(1,678)
Refunding bonds issued	-	-	-	-	-
Bond premium	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources	<u>(920)</u>	<u>(560)</u>	<u>(601)</u>	<u>(601)</u>	<u>(850)</u>
Net change in fund balances	<u>\$ (45)</u>	<u>\$ 1,498</u>	<u>\$ 1,810</u>	<u>\$ 3,941</u>	<u>\$ 4,404</u>
Debt service as a percentage of noncapital expenditures	1.640%	1.611%	1.642%	1.566%	1.315%

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
 2021/22 Use Category Summary-Basic Property Value Table
 Last Ten Fiscal Years
 (amounts expressed in thousands)

<u>Category</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Residential	\$ 936,234	\$ 968,878	\$ 1,031,002	\$ 1,091,854	\$ 1,143,395
Commercial	288,665	296,984	318,001	359,002	365,544
Industrial	266,381	270,936	271,390	278,399	292,535
Institutional	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Recreational	-	-	-	-	-
Vacant land	8,530	8,917	8,449	9,710	9,905
SBE Nonunitary	222	222	222	222	222
Cross Reference	4,326	3,453	3,265	3,083	3,998
Unsecured	134,342	119,933	143,801	138,386	154,478
Other	-	-	-	-	-
Totals	\$ 1,638,700	\$ 1,669,323	\$ 1,776,130	\$ 1,880,656	\$ 1,970,077
Direct rate	0.10067%	0.11558%	0.11568%	0.11571%	0.11578%

Note: In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
2021/22 Use Category Summary-Basic Property Value Table
Last Ten Fiscal Years
(amounts expressed in thousands)

<u>Category</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Residential	\$ 1,200,335	\$ 1,266,083	\$ 1,332,806	\$ 1,408,761	\$ 1,479,534
Commercial	393,211	405,241	427,330	459,279	506,538
Industrial	292,689	308,001	315,346	382,149	417,895
Institutional	-	-	-	-	-
Miscellaneous	-	1,793	608	555	-
Recreational	-	-	-	-	-
Vacant land	11,648	10,088	19,185	14,902	10,998
SBE Nonunitary	222	970	970	970	401
Cross Reference	4,139	4,109	4,177	3,976	4,002
Unsecured	163,741	161,257	164,509	158,443	189,648
Other	-	-	-	-	-
Totals	\$ 2,065,985	\$ 2,157,542	\$ 2,264,931	\$ 2,429,035	\$ 2,609,016
Direct rate	0.11578%	0.11821%	0.11848%	0.11751%	0.11703%

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions (1)	Taxable Assessed Value (2)	Total Direct Tax Rate
2013	\$ 1,504,137	\$ 134,342	\$ -	\$ 1,638,479	0.117
2014	1,549,169	119,933	-	1,669,102	0.117
2015	1,632,107	143,801	-	1,775,908	0.117
2016	1,742,048	138,386	-	1,880,434	0.116
2017	1,806,377	154,478	-	1,960,855	0.116
2018	1,902,022	163,742	-	2,065,764	0.116
2019	1,995,314	161,257	-	2,156,571	0.116
2020	2,099,452	164,509	-	2,263,961	0.116
2021	2,269,621	158,443	-	2,428,064	0.116
2022	2,418,967	189,648		2,609,016	0.117

(1) Exemptions are netted against the individual property categories.

(2) Total includes Nonunitary Taxable Assessed Values.

Note:

In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren and Cone, Orange County Assessor Combined Tax Rolls

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
City Direct Rate	0.117	0.117	0.117	0.116	0.116
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.144	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.411	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.001	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.029	0.026	0.024	0.049	0.043
Cypress Elementary	0.025	0.027	0.023	0.025	0.024
Garden Grove Unified School District	0.031	0.037	0.041	0.047	0.045
Los Alamitos Sfid	0.042	0.056	0.048	0.052	0.048
Metropolitan Water District	0.004	0.003	0.004	0.004	0.004
N. Orange County Community College	0.019	0.017	0.017	0.030	0.029
Total Voter Approved tax Rate	<u>0.150</u>	<u>0.166</u>	<u>0.157</u>	<u>0.207</u>	<u>0.192</u>
Total Tax Rate	<u>1.150</u>	<u>1.166</u>	<u>1.157</u>	<u>1.207</u>	<u>1.192</u>

Source: HdL Coren and Cone, Orange County Assessor 2011/2012 - 2020/2021 Tax Rate Table

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
City Direct Rate	0.116	0.116	0.116	0.116	0.117
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.145	0.145	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District Reserve	0.000	0.000	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.022	0.042	0.040	0.040	0.038
Cypress Elementary	0.031	0.030	0.030	0.033	0.030
Garden Grove Unified School District	0.075	0.068	0.069	0.070	0.074
Los Alamitos SFID	0.047	0.049	0.080	0.093	0.079
Metropolitan Water District	0.004	0.004	0.004	0.004	0.004
N. Orange County Community College	0.029	0.028	0.024	0.032	0.029
Total Voter Approved tax Rate	<u>0.207</u>	<u>0.221</u>	<u>0.247</u>	<u>0.271</u>	<u>0.253</u>
Total Tax Rate	<u>1.207</u>	<u>1.220</u>	<u>1.247</u>	<u>1.271</u>	<u>1.253</u>

Source: HdL Coren and Cone, Orange County Assessor 2010/2011 - 2019/2020 Tax Rate Table

CITY OF LOS ALAMITOS
Principal Property Tax Payers
Current Year and Ten Years Ago
(amounts expressed in thousands)

	2022		2013	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	\$ 138,698	5.316%	\$ 67,539	4.121%
Los Alamitos APG LLC	129,851	4.977%		
Fine US Long Beach LLC	59,000	2.261%		
JCB Merger Sub LLC	43,248	1.658%		
Trend Offset Printing Inc.	41,169	1.578%	40,574	2.476%
Los Alamitos Corporation Center JV			54,495	3.325%
Don Wilson Staples LLC	39,207	1.503%	30,193	1.842%
Epson America USA	33,750	1.294%		
Bar Bakers LLC	25,361	0.972%		
CGM Katella LLC	20,244	0.776%		
Ganahl Lumber Company	18,781	0.720%	15,148	0.924%
JCB Inc Tinicum Corporation			16,963	1.035%
Bayport Los Alamitos Associates LP			12,355	0.754%
Fine US Long Beach LLC				
Davenport KCC Partners LLC			14,059	0.858%
Arrowhead Products Corporation			11,088	0.677%
Los Altos LLC			10,798	0.659%
ESS WCOT Owner LLC				
Top Ten Totals	<u>\$ 549,309</u>	<u>21.055%</u>	<u>\$ 273,212</u>	<u>16.672%</u>
City Totals	<u>\$ 2,609,016</u>		<u>\$ 1,638,701</u>	

Source: HdL Coren and Cone, Orange County Assessor 2012/13 and 2021/22 Tax Rolls

CITY OF LOS ALAMITOS
Property Tax Levies and Collections
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections for Prior Years (1)	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2013	\$ 2,013,958	\$ 1,959,000	97.271%	\$ 24,090	\$ 1,983,090	98.467%
2014	2,010,346	1,981,110	98.546%	24,524	2,005,634	99.766%
2015	2,130,906	2,081,181	97.666%	19,659	2,100,840	98.589%
2016	2,261,032	2,220,841	98.222%	18,519	2,239,360	99.041%
2017	2,347,295	2,314,148	98.588%	17,812	2,331,960	99.347%
2018	2,457,342	2,440,391	99.310%	16,019	2,456,410	99.962%
2019	2,679,049	2,629,318	98.144%	16,951	2,646,269	98.776%
2020	2,786,377	2,742,208	98.415%	21,973	2,764,181	99.203%
2021	2,903,005	2,761,268	95.118%	18,858	2,780,126	95.767%
2022	2,950,445	2,737,154	92.771%	18,843	2,755,997	93.410%

(1) Total amount of delinquent taxes collected in each fiscal year; information regarding levy year to which delinquent tax collections pertain is not provided by the Orange County Auditor- Controller.

Source: Orange County Auditor - Controller

CITY OF LOS ALAMITOS
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(amounts expressed in thousands, except per capita)

Fiscal Year	Governmental Activities		Total Primary Government	Debt as a Percentage of Personal Income ¹	Debt Per Capita ¹
	Certificates of Participation	Capital Lease			
2013	\$ 3,055	\$ -	\$ 3,055	0.693%	262.77
2014	2,970	-	2,970	0.668%	253.22
2015	2,895	-	2,895	0.662%	246.91
2016	3,685	-	3,685	0.874%	313.94
2017	3,615	270	3,885	0.912%	330.95
2018	3,545	204	3,749	0.871%	316.02
2019	3,475	137	3,612	0.869%	308.16
2020	3,400	69	3,469	0.782%	299.90
2021	3,325	68	3,393	0.704%	307.51
2022	\$ 3,245	\$ 62	\$ 3,307	0.569%	294.48

¹ Ratio is calculated using personal income and population data for the prior calendar year.

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Direct and Overlapping Governmental Activity Debt
As of June 30, 2022
(amounts expressed in thousands)

2021-2022 Taxable Assessed Valuation: \$ 2,608,517

	Total Debt 6/30/2022	Percent Applicable to City (1)	City's Share of Debt 6/30/2022
<u>DIRECT DEBT</u>			
Vehicle Lease Debt	\$ 62	100.000%	62
Bonded Debt	3,350	100.000%	3,350
TOTAL DIRECT DEBT			\$ 3,412
<u>OVERLAPPING DEBT:</u>			
Anaheim High 2002 Bond Series 2003	\$ 15,504	0.070%	\$ 11
N.OC Community College 2002 Bond Series #2003B	29,293	1.773%	519
Anaheim High 2002 Bond Series 2002A	28,245	0.071%	20
N.OC Community College 2002 Bond 2005 Refunding	27,702	1.773%	491
Los Alamitos SFID #1 2008 Series 2009	23,065	23.810%	5,492
Cypress Elementary 2008 Bond Series A	15,884	0.477%	76
Los Alamitos SFID #1 2008 Series 2010	2,000	23.810%	476
Los Alamitos SFID #1 2008 Series 2010C	2,000	23.810%	476
Garden Grove USD 2010 Series B	114,445	0.006%	7
Los Alamitos SFID #1 208 Series D	19,000	23.810%	4,524
Cypress Elementary 2008 Bond, Series B1 & B2	24,674	0.477%	118
Los Alamitos SFID #1 208 Series E	58,705	23.810%	13,978
Garden Grove USD 2010 Series C	129,585	0.006%	8
Anaheim High 2014 Bond Series 2015	47,045	0.071%	33
N.OC Community College 2014 Bond Series A	34,025	1.773%	603
Garden Grove USD 2016 Series 2017	69,900	0.006%	4
Anaheim High 2018 Bond Series 2014	69,015	0.071%	49
Garden Grove USD 2016 Series 2019	72,510	0.006%	4
Los Alamitos SFID #1 2008 Series A	33,085	23.810%	7,878
Los Alamitos SFID #1 2008 Series F	11,980	23.810%	2,852
N.OC Community College 2014 Bond Series B	112,416	1.773%	1,993
Anaheim High 2014 Bond Series 2019	96,460	0.071%	68
Los Alamitos SFID #1 2008 Series 2020G	8,500	23.810%	2,024
Los Alamitos SFID #1 2008 Series 2020B	39,500	23.810%	9,405
Garden Grove USD 2016 Series 2021	146,000	0.006%	9
Metropolitan Water District	4,052	0.383%	\$ 16
TOTAL OVERLAPPING DEBT			51,134
TOTAL DIRECT & OVERLAPPING DEBT			\$ 54,546

- (1) Percentage of overlapping agency's assessed valuation located within the boundaries of the City.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to Assessed Valuation:

Total Direct Debt.....	0.14%
Overlapping Debt.....	1.96%
Net Combined Total Debt.....	2.10%

Source - HdL Coren & Cone, Orange County Assessor and Auditor Combined 2021/22 Lien Date Tax Rolls.

CITY OF LOS ALAMITOS
Legal Debt Margin Information
Last Ten Fiscal Years

Legal Debt Margin Calculation for the Current Year

Assessed value	\$ 2,609,016,274
Debt limit (15% of assessed value)	391,352,441
Debt applicable to limit	0
Legal debt margin - Current Year	<u>\$ 391,352,441</u>

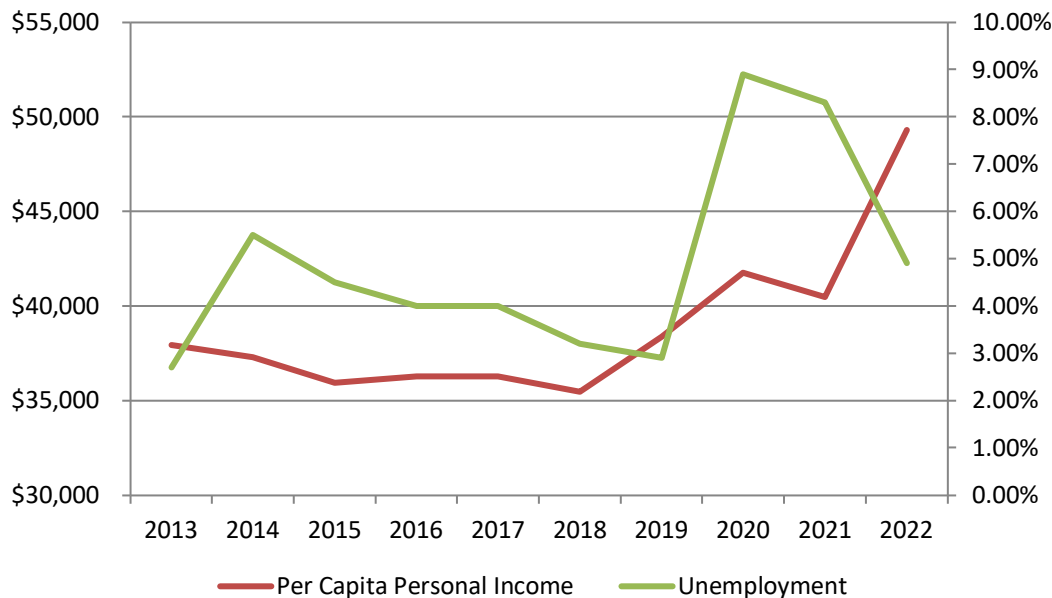
Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2013	\$ 245,805,113	\$ 0	\$ 245,805,113	0
2014	250,398,597	0	250,398,597	0
2015	266,419,511	0	266,419,511	0
2016	282,098,369	0	282,098,369	0
2017	294,161,529	0	294,161,529	0
2018	309,897,790	0	309,897,790	0
2019	323,585,613	3,612,467	319,973,146	1.12%
2020	343,305,168	3,565,517	339,739,651	1.04%
2021	367,857,100	3,325,000	364,532,100	0.90%
2022	394,702,562	3,350,121	391,352,441	0.85%

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Unemployment Rate
2013	11,729	\$ 444,811	\$ 37,924	2.70%
2014	11,725	437,214	37,289	5.50%
2015	11,738	421,786	35,933	4.50%
2016	11,739	425,943	36,284	4.00%
2017	11,863	430,396	36,280	4.00%
2018	11,721	415,852	35,479	3.20%
2019	11,567	443,756	38,363	2.90%
2020	11,538	481,688	41,747	8.90%
2021	11,873	480,337	40,456	8.30%
2022	11,780	580,872	49,310	4.90%

Per Capita Personal Income and Unemployment



Sources: Population: California State Department of Finance
Unemployment Rate: California Employment Development Department
Personal Income and Per Capita Income: ESRI

CITY OF LOS ALAMITOS
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>										
General Government										
City Council	5	5	5	5	5	5	5	5	5	5
Administration	8	8	8	8	8	8	8	6	6	7
Community Development										
Administration	1	1	1	1	1	1	1	1	1	1
Planning	1	1	1	1	1	1	1	1	1	1
Code Enforcement	1	1	1	1	1	1	1	1	1	1
Police										
Administration	4	4	4	4	4	4	4	4	4	5
Patrol	19	19	19	19	19	18	18	13	13	15
Investigation	3	3	3	3	3	3	3	3	2	3
Records	2	2	2	2	2	2	2	2	3	3
Crossing Guards	3	3	3	3	1	1	1	1	1	1
Other PD Support	2	2	2	2	2	2	2	2	3	3
Public Works										
Admin/Engineering	1	1	1	1	1	1	1	1	1	4
Maintenance	10	10	10	10	10	9	9	7	7	6
Recreation & Community Services										
Administration	5	5	5	5	5	4	4	4	2	7
Recreation/Cultural	15	15	15	15	14	11	11	11	9	11

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	1,964	2,089	2,227	2,169	2,068
Plan checks	141	110	95	96	93
NPDES inspections	126	57	104	60	60
Code violations	97	147	121	267	267
Police					
Number of:					
Part 1 crimes	433	330	299	252	268
Parking violations	1,532	1,766	3,283	3,963	2,997
Traffic (moving) violations	2,177	2,354	1,786	1,473	2,885
Incident & crime reports	1,361	1,293	1,381	1,167	1,254
Public Works					
Square yd of street resurfacing/repair	38,800	20,000	15,000	-	-
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	24	25	25	25	25
Trees pruned per year	632	620	615	991	991
Square feet graffiti removal	1,650	1,550	1,245	1,205	1,205
Recreation & Community Services					
Total in attendance:					
Aquatics	230,000	232,000	235,000	163,000	0
Community Services/Seniors	9,800	10,500	10,500	13,180	14,000
Day Camp	2,600	2,800	2,900	2,800	3,000
Park Program	1,400	2,600	4,385	4,262	4,140
Sports	N/A	N/A	N/A	35,500	30,000
Classes	6,400	6,300	6,900	8,900	8,900
Special Events	40,000	41,470	34,200	30,475	34,820

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	2,153	1,806	2,046	2,630	2,413
Plan checks	108	98	74	81	338
NPDES inspections	157	85	79	9	55
Code violations	483	420	451	946	1,892
Police					
Number of:					
Part 1 crimes	209	193	189	330	157
Parking violations	4,043	4,221	1,471	1,470	3,835
Traffic (moving) violations	1,430	1,114	342	636	677
Incident & crime reports	896	752	729	1,046	1,044
Public Works					
Square yd of street resurfacing/repair	-	-	-	-	62,445
Miles of street sweeping	33	33	33	33	858
Number of:					
Street signal maintained	25	25	21	22	28
Trees pruned per year	991	991	995	1,375	1,529
Square feet graffiti removal	1,205	1,205	900	1,100	1,836
Recreation & Community Services					
Total in attendance:					
Aquatics	-	-	-	-	-
Community Services/Seniors	14,100	18,390	17,040	16,000	21,600
Day Camp	4,040	3,500	3,200	4,500	4,400
Park Program	4,040	3,000	2,400	2,250	1,800
Sports	30,500	28,234	14,970	13,000	15,500
Classes	8,800	10,300	9,960	8,000	11,000
Special Events	35,000	38,225	31,600	20,000	35,020

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>										
Community Development										
Code enforcement vehicles	1	1	1	1	1	1	1	1	2	2
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles	7	7	7	7	8	8	8	8	10	13
Other Vehicles	8	9	9	9	9	9	9	9	11	11
Public Works										
Streets (Miles)	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9
Street lights	910	911	911	911	911	911	911	911	911	911
Traffic signals	24	25	25	25	25	25	25	25	25	25
Public works vehicles	13	13	13	13	13	11	11	11	11	11
Recreation & Community Services										
Youth centers	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Parks	9	9	9	9	9	9	9	9	9	9
Community service vehicles	2	2	2	2	2	3	3	3	3	3

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Top 10 Businesses for Fiscal Year 2021-22

Ranking Firm Name

- 1 Ganahl Lumber
- 2 Shell
- 3 Grating Pacific
- 4 Gemini Forrest Products
- 5 Siteone Landscape Supply
- 6 Trend Offset Printing
- 7 Mamas Comfort Food
- 8 Katella Bakery & Deli
- 9 Adamson Police Products
- 10 Chevron

Source: HdL Coren and Cone, Sales Tax Trends and Economic Drivers

CITY OF LOS ALAMITOS
Principal Employers
Current Year and Ten Years Ago

EMPLOYER	FY2021-22			FY2012-13		
	Employees	Rank	% of Total City Employment	Employees	Rank	% of Total City Employment
Los Alamitos Medical Center	1,100	1	7.56%	1,035	1	7.33%
Arrowhead Products	780	2	5.36%	578	2	4.09%
Trend Offset Printing	700	3	4.81%	468	3	3.31%
Epson America	693	4	4.76%			
Super Media Sales, Inc.				253	4	1.79%
Mittera California, Inc.	238	5	1.64%			
Discovery Practice Management, Inc.	205	6	1.41%			
Bar Bakers, LLC	200	7	1.37%			
Resare Marketing, Inc.	191	8	1.31%			
Alamitos West Health & Rehabilitation				151	6	1.07%
Evergreen Pharmaceutical of California, Inc.				150	7	1.06%
Katella Delicatessen-Restaurant-Bakery, Inc.	145	9	0.99%	187	5	1.32%
Alliance Spacesystems, LLC	144	10	0.98%	107	10	0.76%
Bloomfield Bakers				141	8	0.99%
Bearing Inspection, Inc.				123	9	0.87%
Total	<u>4,396</u>		<u>30.19%</u>	<u>3,193</u>		<u>22.59%</u>

Source: HdL Companies, City Planning Department, and State of California Employment Development Department



Honorable Mayor and City Council
City of Los Alamitos
Los Alamitos, California

Independent Accountants' Report on Applying Agreed-Upon Procedures
Appropriations Limit Worksheets

We have performed the procedures enumerated below on the appropriations limit calculation worksheets of the City of Los Alamitos, California (City) for the year ended June 30, 2022. The City's management is responsible for the appropriations limit calculation worksheets.

The City has agreed to and acknowledged that the procedures performed are appropriate for the intended purpose of meeting the requirements of Section 1.5 of Article XIII B of the California Constitution (Constitution) and the League of California Cities as presented in the League publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines* (Guidelines). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We obtained the worksheets referred to above and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote.

Results: No exceptions were noted as a result of our procedures.

2. We recalculated the mathematical computations reflected in the City worksheets.

Results: No exceptions were noted as a result of our procedures.

3. We compared the current year information used to determine the current year limit and found that it agreed to worksheets prepared by the City and to information provided by the State Department of Finance.

Results: No exceptions were noted as a result of our procedures.

4. We compared the amount of the prior year appropriations limit presented in the worksheets to the amount adopted by the City Council for the prior year.

Results: No exceptions were noted as a result of our procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on meeting the requirements of the Constitution and Guidelines. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
February 6, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 10M

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Community Development Block Grant (CDBG) Program Cooperative Agreement – Amendment for Fiscal Years July 1, 2024 – June 30, 2027

SUMMARY

The County of Orange is currently in the process of re-qualifying for entitlement status as an Urban County. This entitlement status and the number of cities participating in the Urban County are part of determining Community Development Block Grant (CDBG) funding for an Urban County. Consistent with the Department of Housing and Urban Development (HUD) regulations, they sent existing participating cities notification of the current Cooperation Agreement and new Amendment. The agreement requires signatures from the Los Alamitos City Council to renew automatically (for July 1, 2024 – June 30, 2027) unless the City notifies the County and HUD in writing of its intent to terminate the agreement at the end of the current qualification period (June 30, 2023).

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 6 to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize Community Development Block Grant (CDBG) program funds for Fiscal Years July 1, 2024 – June 30, 2027.

BACKGROUND

The City of Los Alamitos has regularly obtained CDBG grant funding through the County of Orange. Los Alamitos received \$131,114 in FY 2021-2022 and approximately \$291,000 in FY 2022-2023. Small cities that want to remain eligible to apply for CDBG funds must enter into a three-year agreement with the County of Orange's Urban County Program. The Urban County Program is designed to assist smaller cities in the administration of Community Development Block Grant (CDBG) funds received through HUD. Los Alamitos has participated in the Urban County Program since 1975.

DISCUSSION

The Urban County Program provides federal funds to the County and Cities with populations under 50,000 for programs that are targeted towards community development and housing assistance activities. The City has received funds for eligible CDBG programs and it is anticipated that CDBG funds will be integral to completing various public improvements.

The Urban County Program allows the City to pursue a wide range of programs. Specifically,

grant funds are transferred from HUD to the County annually for use by participating agencies. These funds may be pursued through competitive grant applications sent to the County. When grants are awarded, the County acts as a go-between between the City of Los Alamitos and the Federal Government assisting in managing the projects and preparing required reports to HUD. Whether or not the City chooses to seek funding, the County oversees program changes and ensures that participating agencies remain eligible for future funding.

Amendment No. six (6) to the current Agreement is attached to this report as Attachment 1. The Amendment modifies the original Agreement to cover Fiscal Years July 1, 2024 – June 30, 2027. The Amendment and original Agreement do not have any bearing on the actual amount of funds that the City of Los Alamitos could receive through its participation in the Urban County Program. The City will continue to apply annually through the County's competitive process.

FISCAL IMPACT

There are no costs to participate in the Urban County Program. Staff costs for project-specific planning, engineering, and environmental work would be included in grant requests made to the County as a 10% match to the CDBG monies applied for by the City. Those applications are in November and December each year.

- Attachment:
1. Amendment Six
 2. 2005 Cooperation Agreement

**AMENDMENT SIX TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF _____**

This Amendment Number SIX (hereinafter "Amendment SIX") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF _____, a municipal corporation, ("CITY"), UEI Number _____ which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2024, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, the Original Agreement was amended by Amendment FIVE, effective as of July 1, 2021; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-23-02 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on May 2, 2023; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

"COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Fiscal Years 2024-2025, 2025-2026 and 2026-2027 and from any program income generated from the expenditure of such funds."

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

"This Agreement shall cover Fiscal Years 2024-2025, 2025-2026 and 2026-2027, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2027, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewal) are expended and the funded activities completed, and the COUNTY and CITY cannot terminate or withdraw from this Agreement while it remains in effect."

3. Section 10 shall be added to Agreement to read:

"In accordance with HUD Notice CPD 23-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. A copy of the notice must be sent to HUD Field Office. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period."

4. Section 11 of the Original Agreement is amended to read:

"CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification

requirement(s) subsequent to June 30, 2024 and to submit such amendments to HUD. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void."

5. Section 14 of the Original Agreement is amended to add subsection (d) as follows:

"d. May receive a formula allocation under the ESG Program only through the Urban County."

6. Section 24 of the Original Agreement is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before July 21, 2023 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2024-25, 2025-2026, and 2026-2027. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity."

II. Additional Agreements

1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that

can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment SIX, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment SIX to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment SIX to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of _____, a municipal
Corporation in the State of California

By: _____

Name:

Title: City Manager

Date: _____

By: _____

Name:

Title: City Clerk

Date: _____

COOPERATION AGREEMENT

THIS AGREEMENT is entered into this First day of July, 2005
BY AND BETWEEN

CITY OF LOS ALAMITOS, a municipal
Corporation, hereinafter referred to as CITY,
AND

COUNTY OF ORANGE, a political
subdivision of the State of California and
recognized Urban County under the Federal
Housing and Community Development Act
of 1974 (Public Law 93-383), as amended,
hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities; and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs; and

WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows:

4 1. This Agreement shall constitute a cooperation agreement between the parties
5 within the meaning of Section 102 (a)(b) of the ACT. The parties agree to cooperate to
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)
10 condemnation of property for low income housing-community.

11 2. COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds.

15 3. COUNTY shall have final responsibility for selecting activities and annually filing
16 the grant application (i.e. Annual Action Plan) with HUD. In the preparation of said application,
17 COUNTY shall give due consideration to CITY's analysis of community development needs and
18 proposed activities.

19 4. COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570.306.

21 5. Since HUD will not accept an Agreement including a provision for veto or other
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved
24 Consolidated Plan for the period of this Agreement.

25 6. CITY acknowledges that it has adopted and is enforcing:

26 a. A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
28 and

29 b. A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions.

1 7. COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8. In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9. This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10. In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12. The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

HOME Programs and any regulations which may be applicable to future Supplemental Federal Programs.

13. The parties agree to comply with the requirement(s) of the CDBG and HOME Programs, including laws and policies applicable to said Programs.

14. CITY acknowledges by its execution of CDBG and HOME cooperation agreement(s) the included unit of general local government it:

a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S CDBG program and;

b. May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County currently received a HOME formula allocation.

c. May not terminate or withdraw from the Cooperation Agreement while it remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed.

15. a. CITY must inform COUNTY, through periodic reports requested by COUNTY, of any income generated by the expenditure of Program funds received by the CITY. Pursuant to applicable federal requirements, such program income must be paid to the COUNTY. CITY may retain such program income only if agreed upon by COUNTY and used exclusively for eligible activities as determined by the COUNTY and in accordance with all CDBG and HOME Program requirements as may then apply.

b. CITY shall keep and maintain appropriate records on the use of program income as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting program income to HUD.

c. In the event of close-out or change in status of CITY, any program income at that time or received subsequent to the close-out or change in status shall be paid by CITY to the COUNTY within ninety (90) days after the expiration of the term of this Agreement.

16. a. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of acquisition or improvement), including disposition, must be reported by CITY to the COUNTY.

1 COUNTY may approve the proposed modification or change of use. CITY shall not implement
2 the modification or change in use without COUNTY approval.

3 b. Should the disposition, sale or transfer of such real property acquired or
4 improved in whole or in part using CDBG or HOME Program funds result in a use which does not
5 qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the
6 amount equal to the then current fair market value of the property (less any portion thereof
7 attributable to expenditure of non-CDBG/HOME funds).

8 c. Any program income generated from the disposition, transfer or sale of such
9 property prior to or subsequent to the close-out, change of status or termination of the cooperation
10 agreement between the COUNTY and CITY may be either used by CITY for other specific
11 eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities,
12 as determined in advance of the expenditure at the discretion of the COUNTY.

13 17. a. CITY shall indemnify, hold harmless, and defend with counsel approved in
14 writing by COUNTY, its officers, agents and employees against all liability, claims, losses,
15 demands and actions for injury to or death of persons or damage to property arising out of or
16 alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided
17 such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its
18 officers, agents or employees in the performance of this Agreement, including any activities
19 conducted by CITY under its application.

20 b. In addition, CITY shall indemnify, defend with counsel approved in writing by
21 COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions
22 including attorneys' fees incurred by COUNTY as a result of a determination by HUD that
23 activities undertaken by CITY under CITY's application failed to comply with any laws,
24 regulations, or policies applicable thereto or that any funds forwarded to CITY under this
25 Agreement were improperly expended.

26 c. The provisions of Section 2778 of the California Civil Code, as said section
27 exists on the effective date of this Agreement, shall be applicable to the above indemnification
28 provisions. Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a
29 request to defend.

30 18. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in
31 writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

1 and actions for injury to or death of persons or damage to property arising out of or alleged to arise
2 out of or in consequence of this Agreement, provided such liability, claims, demands, losses or
3 actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the
4 performance of this Agreement, including any activities conducted by COUNTY under its
5 application.

6 b. In addition, COUNTY shall indemnify, defend with counsel approved in
7 writing by CITY, and hold harmless CITY against any liability, claims, losses, demands, and
8 actions including attorneys' fees incurred by CITY as a result of a determination by HUD that
9 activities undertaken by COUNTY under COUNTY's application failed to comply with any laws,
10 regulations, or policies applicable thereto or that any funds forwarded to COUNTY under this
11 Agreement were improperly expended.

12 c. The provisions of Section 2778 of the California Civil code, as said section exists
13 on the effective date of this Agreement, shall be applicable to the above indemnification
14 provisions. Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a
15 request to defend.

16 19. COUNTY shall have the right to periodically audit CITY's records to determine
17 compliance with this Agreement.

18 20. CITY shall forward to COUNTY a copy of each annual audit of the CITY
19 conducted by an independent public auditor during the period of this Agreement as soon as the
20 audit report becomes available. COUNTY shall have the right to ensure that necessary corrective
21 actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program
22 funding pursuant to federal requirements.

23 21. No CDBG or HOME Program funds shall be expended on any activity, which does
24 not affirmatively further fair housing goals within CITY.

25 22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME
26 program regulations, CITY is subject to all requirements applicable to subrecipients, including the
27 requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts
28 92.505-509 of HOME program regulations.

29 23. This Cooperation Agreement shall apply to any supplemental program which
30 HUD makes available through the CDBG or the HOME Programs.

1 24. CITY may void this Agreement only if it submits to COUNTY on or before July
2 08, 2005 the notification from HUD that CITY has qualified as a "Metropolitan City" or an
3 "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2006-
4 2007, 2007-2008, 2008-2009. Upon such notification by HUD, CITY also must submit to
5 COUNTY and HUD written notification of its decision to either remain in the Urban County
6 Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7 //

8 //

9 //

10 //

1
2 IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its
3 Mayor/City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be
4 executed by the Director of the Housing and Community Services Department; each having been
5 duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.
6

7
8 City of Los Alamitos a municipal

9 Corporation in the State of California

10 By: [Signature]

11 Name: Kenneth C. Parker

12 Title: Mayor

13 Date: 6-20-05

14 APPROVED TO AS FORM:

15 By: James L. Raymond

16 Name: Dean Derleth for

17 Title: City Attorney

18 Date: 6/28/05

ATTEST:

By: [Signature]

Name: Susan C. Vanderpool

Title: City Clerk

Date: 6-20-05

COUNTY OF ORANGE, a political
subdivision of the State of California

By: [Signature]

Paula Burrier-Lund, Director

Housing and Community

Services Department

Date: 6/30/05

24
25 ORIGINAL FORM CONTRACT

26 APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

27
28 "The terms and provisions of the agreement are fully authorized under State and local law and the
29 agreement provides full legal authority for the County."
30

31 By: Daniel P. Torres

Date: 7/1/05

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 20, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

**Subject: Annual Operating and Capital Improvement Program Budget Adoption
for Fiscal Year 2023-24**

SUMMARY

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall consider adoption of the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

RECOMMENDATION

1. Review, receive, and file the department overviews for Fiscal Year 2023-24; and,
2. Conduct a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopt Resolution No. 2023-16, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2023-24"; and,
4. Authorize the City Manager to enter into the Side Letter Agreement with the Teamsters; and,
5. Authorize the City Manager to enter into the Side Letter Agreement with the Police Officers Association (POA); and,
6. Adopt Resolution No. 2023-17, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION NUMBER 2023-09, THE SALARY AND BENEFIT RESOLUTION FOR NON-REPRESENTED EMPLOYEES"

BACKGROUND

Presented for your consideration is the Fiscal Year 2023-24 and 2024-25 Annual Operating and Capital Improvement Program (CIP) Budget for the City of Los Alamitos. In accordance with notice requirements, the City Clerk has noticed the Public Hearing of the proposed budget, allowing for public comment. Reference copies of the Proposed Budget were made available at the City Clerk's office prior to the Public Hearing and were available on the

City's webpage. It is the Council's policy to review each Department's expenditures and revenues to better understand how the departments are spending and receiving funds as part of the budget process. This report includes an overview of the City's departments' budgeted expenditures.

DISCUSSION

The Preliminary Budget for FY2023-24 and FY2024-25 were presented to the Council at the May 15, 2023 meeting. No changes were recommended at that time. In addition, the preliminary budget was discussed and reviewed by the Budget Standing Committee at a Special meeting held on June 5, 2023. There was a recommendation to reduce Council expenses to be in line with prior year expenditures, with an offset to Non-Department expenditures. There is no change to the total proposed expenditures, as this is merely a shift between departments. In addition to budget line-item detail provided in this report, individual presentations will be provided by each department detailing the respective department's operations and goals for FY2023-24.

Fiscal Year 2023-24 Budget Overview

The new budget process reflects two fiscal years, with adoption of the first year FY2023-24, and the second year FY2024-25 provided as a planning tool for the future. This will assist the Council in focusing on long-term and strategic goals. Shown below are the projected revenues for FY2023-24:

Revenues Summary	FY2023-24 Projected
Property Taxes	\$ 5,085,144
Sales & Use Taxes - General	3,937,304
Sales & Use Taxes - Local	6,593,000
Utility Users Tax	1,799,000
Transit Occupancy Tax	530,000
Franchise Fees	655,300
Licenses & Permits	1,899,300
Fines & Forfeitures	696,000
Investment Earnings	300,000
Revenue from Other Agencies	12,200
Charges for Services	764,818
Miscellaneous Revenues	50,000
Total Revenues	22,322,066
Interfund Transfers	870,000

Total Revenues and Transfers In \$ 23,192,066

Property Taxes

There have been no updates to the most recent report received from HdL (dated March 29, 2023) The projections for secured property taxes for FY23-24 are \$2.9 million. This revenue category encompasses unsecured property taxes, lighting district, and property tax in lieu of VLF. The revenue projection for total property tax revenue for FY23-24 is \$5.1

million.

Sales & Use Taxes

There have been no changes to HdL's latest estimate for Sales & Use Taxes. For FY2023-24 the estimate is \$3.9 million.

Measure Y Local Sales Tax

Continued revenue growth is expected for Measure Y, and estimates for FY2023-24 are \$6.6 million.

Transient Occupancy Tax

Transit Occupancy Tax (TOT) includes tax from three hotels. The estimate for FY2023-24 is \$530 thousand. A study is planned to review the TOT rate and consider a proposal for an increase that will include a portion of the increase to be used for marketing efforts, and a resulting tax rate that will be comparable with surrounding cities. There are no changes to the estimates provided earlier.

Utility Users Tax, Franchise Fees

Utility Users Tax and Franchise Fees reflect a downward trend, as consumer usage patterns reflect changes to levels and type of consumption. Estimates for FY2023-24 are reflective of this trend.

Licenses & Permits

Licenses & Permits are expected to reflect continued strong activity for building and construction. Estimates for FY2023-24 are \$1.1 million, with no change from the previous estimate.

Fines & Forfeitures

Fines & Forfeitures revenue include red light camera and parking fines, and other moving violations. Revenue is expected to return to a normalized level in the next fiscal year. Estimates for FY2023-24 remain at \$696 thousand.

Charges for Services

Most of the revenue for this category is generated by the Recreation Department's various programs, classes, and special events. In addition, the Aquatics Program has been added back to Recreation's full menu of programs. Estimated revenues for FY2023-24 are \$765 thousand, and are expected to exceed FY2022-23. There were no changes to the earlier estimates provided at the May 15 meeting.

General Fund Proposed Expenditures

The proposed expenditures represent further restructuring of the City's internal operations in order to meet the goals set forth in the departments and the City. Projected expenditures (including transfers out) for FY23-24 are \$22.7 million. There have been no changes since the last report, except the offset highlighted earlier. The table below reflects the Proposed General Fund Budget for department expenditures for FY2023-24, including additional proposed staffing positions previously discussed.

Department

FY2023-24

Proposed

City Council	\$ 66,895
Administration (City Manager, City Clerk, HR)	1,493,294
Finance	1,011,972
City Attorney	196,000
Police	8,345,059
Development Services	5,003,100
Recreation and Community Services	2,458,757
Non-Departmental	2,582,631
Total Expenditures	21,157,708
Interfund Operating Transfers	1,521,500

Total Operating Expenditures and \$ 22,679,208 Transfers

In addition to maintenance and operational increases, below is a breakdown of the individual departmental expenditures, including additional proposed staffing. Salaries reflect the second year of the two-year COLA adjustments as approved in the latest negotiated MOU agreements. For FY2024-25, an estimate of 3% COLA has been used as a placeholder.

City Council

The City Council budget is consistent with prior year expenditures. Dues and subscriptions include memberships for Orange County Council of Governments (OCCOG), Local Agency Formation Commission (LAFCO), Southern California Association of Governments (SCAG) and the League of California Cities (LOCC). In connection with travel for Council members, the City Manager has been directed to prepare an Administrative Policy for City Council members to attend events, that covers costs of travel for the Mayor or Mayor Pro Tem, or one Council member in their absence. Any additional cost for staff members to accompany the Council at meetings, will be borne by the department.

Administration (City Manager, City Clerk, Human Resources)

Administration includes the City Manager, City Clerk, Administrative Services Manager (Human Resources) and Management Analyst. An additional Management Analyst is being proposed to meet the increasing demand. In addition, a Deputy City Clerk has been proposed to assist the City Clerk's department with added workload. There have been no changes since the May 15 proposal, and total department expenditures for Administration for FY2023-24 are projected to be \$1.5 million.

Finance

The Finance Department now consists of four full-time staff, including the Finance Director, Finance Manager, Accountant, and Senior Finance Assistant, and a Part-Time Clerical Assistant has been added for additional support. The Finance Manager reflects a salary change to enhance recruiting and retention for the position which is currently being recruited. Total Finance department expenditures for FY2023-24 are projected to be \$1.0

million.

Police

The Police budget consists of nine divisions: Administration, Patrol, Investigation, Records, Communication, Community Outreach, Youth Programs, Traffic, and Emergency Preparedness. Salaries reflect the recently negotiated cost of living adjustments for FY2022-23 and FY2023-24 and assume the full complement of sworn personnel at 24 sworn officers.

In addition, an additional sworn officer was approved and is being added that will be offset by OCAT through the California Department of Motor Vehicles for a period of three years. The additional position will allow for critical backfill and will enhance overall retention. The total department expenditure for FY2023-24 is projected to be \$8.3 million.

Development Services

Development Services consist of Administration, Planning, Neighborhood Preservation, Building Inspection, NPDES, Street, Park, and Facility Maintenance, and City Engineer. The total department expenditures for FY2023-24 and FY2024-25 are projected to be \$5.0 million, and there have been no changes since the last meeting.

Costs reflect the proposed positions of an additional Department Secretary and Management Analyst that will provide additional administrative and analytical support, and six additional maintenance positions. The additional maintenance positions are necessary to cover needed repairs, maintenance of the new parks coming online, provide set-up and takedown for special events, and full seven-day coverage of the City's facilities. This will constitute a fully functioning Public Works department that is able to handle the demands of maintaining the City's infrastructure and facilities, especially at a time when the City is making sizeable investments in both.

For the Economic Development division, Economic Development will continue to be funded and offset by ARPA. This position will be responsible for Business Licensing and additional oversight of the HdL Business License processing, the Banner Program, Economic Development initiatives, Outdoor Dining, Employment, and New Business Programs.

Recreation and Community Services

Recreation and Community Services include divisions for Administration, Community Services, Day Camp, Playgrounds, Sports, Special Classes and Special Events. Salaries reflect an adjustment of Tier 1 to the Recreation Manager. The proposed change will better align salaries with the market and retention efforts. The budget also includes the expansion of the role of Director of Parks and Recreation to include Intergovernmental and Community Affairs portfolios. This position will be responsible for acting as the City's liaison to outside agencies, Federal/State/Local elected officials' offices, and other regional boards that interact with the City of Los Alamitos. This position will also play a lead role in identifying and pursuing funding opportunities that arise from our association with these various outside offices and agencies, as well as tracking legislation that may impact the City.

Part-Time Salaries are being increased for the Aquatics program, and Special Classes with

the expansion of programs. Total department expenditures for Recreation and Community Services are unchanged and are projected to be \$2.5 million for FY2023-24.

Staffing Retention Strategies

As discussed with the Budget Standing Committee (BSC) at the April 10, May 8, and June 5 meetings, other potential employee retention strategies are being proposed that include salary tier adjustments, flex scheduling, and percentage increases to recognize additional duties. Non-Represented and Teamsters employees that are currently in Tier 2 or Tier 3, are being proposed to move to an equivalent level in Tier 1. The estimated cost of this change is approximately \$139,000. These costs have been factored into the overall budget.

In addition, to further strengthen workforce retention, a retention-performance bonus system is being proposed in order to celebrate those employees that reach career milestones of five, ten, fifteen, and twenty years of service to the City of Los Alamitos. A one-time lump sum bonus of \$5,000 is being proposed for employees who have five years of service with the City as of July 1, 2023. Upon reaching ten years of service, employees will be eligible for a \$10,000 bonus. This \$10,000 bonus would be awarded again at the fifteen and twenty- year milestone. This retention-performance bonus would be applicable to Teamsters and Non-Represented staff.

The Police Officer Association (POA) members already have a retention-performance bonus program incorporated in their current Memorandum of Understanding (MOU). This program would be enhanced in order to make POA members eligible for the five-year milestone retention-performance bonus, but would then follow their current retention-performance program.

The estimated cost for Fiscal Year 2023-24 would be \$115,000 and the proposed one-time retention bonuses would be funded out of the City's remaining ARPA funds. See attached side letters for POA and Teamsters, amended Resolution for the Executive Management & Non-Represented, and corresponding proposed salary schedules for Executive Management & Non-Represented and Teamsters.

Non-Departmental

Non-Departmental expenses include contractual services not associated with other departments, retiree health insurance costs, pre-employment expenses, credit card processing fees, additional training, contributions to North SPA, and \$1.7 million capital projects funded by Measure Y and the General Fund.

Interfund Operating Transfers Out

Interfund transfers from the General Fund are to other funds to cover Debt Service payments (Fund 31), capital improvement projects funded by the General Fund (Building Improvement Fund 25), transfers to cover facility improvements (Fund 52), and transfers to cover self-insurance costs (Fund 54).

Internal Service Charges

There are no changes being proposed to the Internal Service Charges for FY23-24. The Internal Service Charges will be reviewed in connection with the Cost Recovery Study to

determine proper levels of cost recovery, reserve funding and allocation methodology.

Other Cost Considerations

In connection with the UAL, a report was taken to Council in November 2022 for a plan to pay down the unfunded liability.

At the July 27, 2022 Special Meeting of the Budget Standing Committee, 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 Stabilization Plan. Conversely, a 15-year ADP funding plan would not provide enough additional funding in order to generate significant savings. For these reasons, staff recommended 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. Council adopted Resolution 2022-23, adopting the PERS Unfunded Accrued Liability Pay-Down Funding Policy. The policy establishes the following directives:

- Starting with the 2022/23 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 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 require a finding of extreme financial danger to the City's infrastructure or public safety.

The approved policy will allow the City to fund 100% of the unfunded portion of the pension liability (UAL) within 12 years, or less. This undertaking will be reported annually in order for the Council to be able to monitor the plans' progress and to make adjustments as the plan progresses.

Capital Funding Needs

The proposed Capital Improvement Plan for FY2023-24 is once again an aggressive plan and exceeds FY2022-23 which was \$4.2M. Many of the facility type projects were formerly funded through department line expenditures and are now included as capital projects to improve tracking and reporting. FY2023-24 CIP is projected to be \$7,012,000. Funding is as follows: \$2,062,000 are pending projects, \$3,730,000 will be funded by the FY2022-23 surplus, and \$1,220,000 is funded by Special Funds, as shown below:

Summary of CIP funding by fund:

CAPITAL IMPROVEMENT PROJECTS SUMMARY BY FUND - FISCAL YEAR 2023-24	
Gas Tax Fund (20)	\$ 1,045,000
Building Improvement (25)	\$ 72,000
Measure M Fund (26)	\$ 475,000
Facilities Streets and Parks (52)	\$ 690,000
General Fund (FY22-23 Surplus)	\$ 3,730,000
Measure Y	\$ 1,000,000
Total Capital Improvement Projects - Fiscal Year 2023-24 (Including Pending)	\$ 7,012,000

Long-Term Forecast

Summarized below is a five-year forecast of revenues, expenditures, estimated surplus and General Fund balance for FY2022-23 through FY2026-27.

	Estimate FY22-23	Forecast Year FY23-24	Forecast Year FY24-25	Forecast Year FY25-26	Forecast Year 2026-27
Revenues:					
Total Revenues	\$ 22,997,567	\$ 23,192,066	\$ 23,109,213	\$ 23,677,582	\$ 24,187,032
Expenditures:					
Total Expenditures	<u>19,320,562</u>	<u>22,679,208</u>	<u>21,017,150</u>	<u>21,222,308</u>	<u>21,580,554</u>
Estimated Budget Surplus	3,677,005	512,858	2,092,063	2,455,274	2,606,477
Projected Gen Fund Balance	<u>\$ 20,450,026</u>	<u>\$ 20,962,884</u>	<u>\$ 23,054,947</u>	<u>\$ 25,510,221</u>	<u>\$ 28,116,698</u>

Summary

Should the City Council approve the recommended budget actions above, the estimated surplus (revenues \$23.2 million exceeding expenditures \$22.7 million) for FY23-24 would be \$512,858, as follows:

Projected Revenues* \$ 23,192,066

Proposed Expenditures* 22,679,208

Estimated Surplus \$ 512,858

*Includes
transfers

FISCAL IMPACT

The fiscal impact associated with the various budget actions being recommended are incorporated in the FY2023-24 Proposed Budget. This report presents the proposed Annual Operating and Capital Improvement Program Budget for Fiscal Year 2023-24.

- Attachment:
1. Resolution No. 2023-16 - Adopting Annual Budget and CIP FY 2023-24
 2. Resolution No. 2023-16 - Exhibit A
 3. Teamsters - Side Letter for Retention Bonus and Salary Tiers
 4. Teamsters - Exhibit A
 5. Police Officer Association (POA) - Side Letter for Retention Bonus
 6. Resolution No. 2023-17 - Non-Represented Employees
 7. Resolution No. 2023-17 - Exhibit A

RESOLUTION NO. 2023-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL
OPERATING AND CAPITAL IMPROVEMENT PROGRAM
BUDGET FOR FISCAL YEAR 2023-24**

WHEREAS, the City Manager, in accordance with Article XII, Sections 1201 and 1202 of the City Charter, has prepared and submitted a proposed annual budget for Fiscal Year 2023-24; and,

WHEREAS, the City Council has reviewed the proposed budget and conducted a Public Hearing on said budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS
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 does hereby approve and adopt the Fiscal Year 2023-24 Budget as presented within the Proposed Annual Budget attached hereto as Exhibit "A".

SECTION 2. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council held on the 20th day of June, 2023, by the following vote to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk



FY 2023-24, FY 2024-25 Proposed Budget

CITY OF LOS ALAMITOS PROPOSED BUDGET

For Fiscal Year 2023-24, 2024-25

Tanya Doby
Mayor

Jordan Nefulda
Mayor Pro Tem

Shelley Hasselbrink
Council Member

Emily Hibard
Council Member

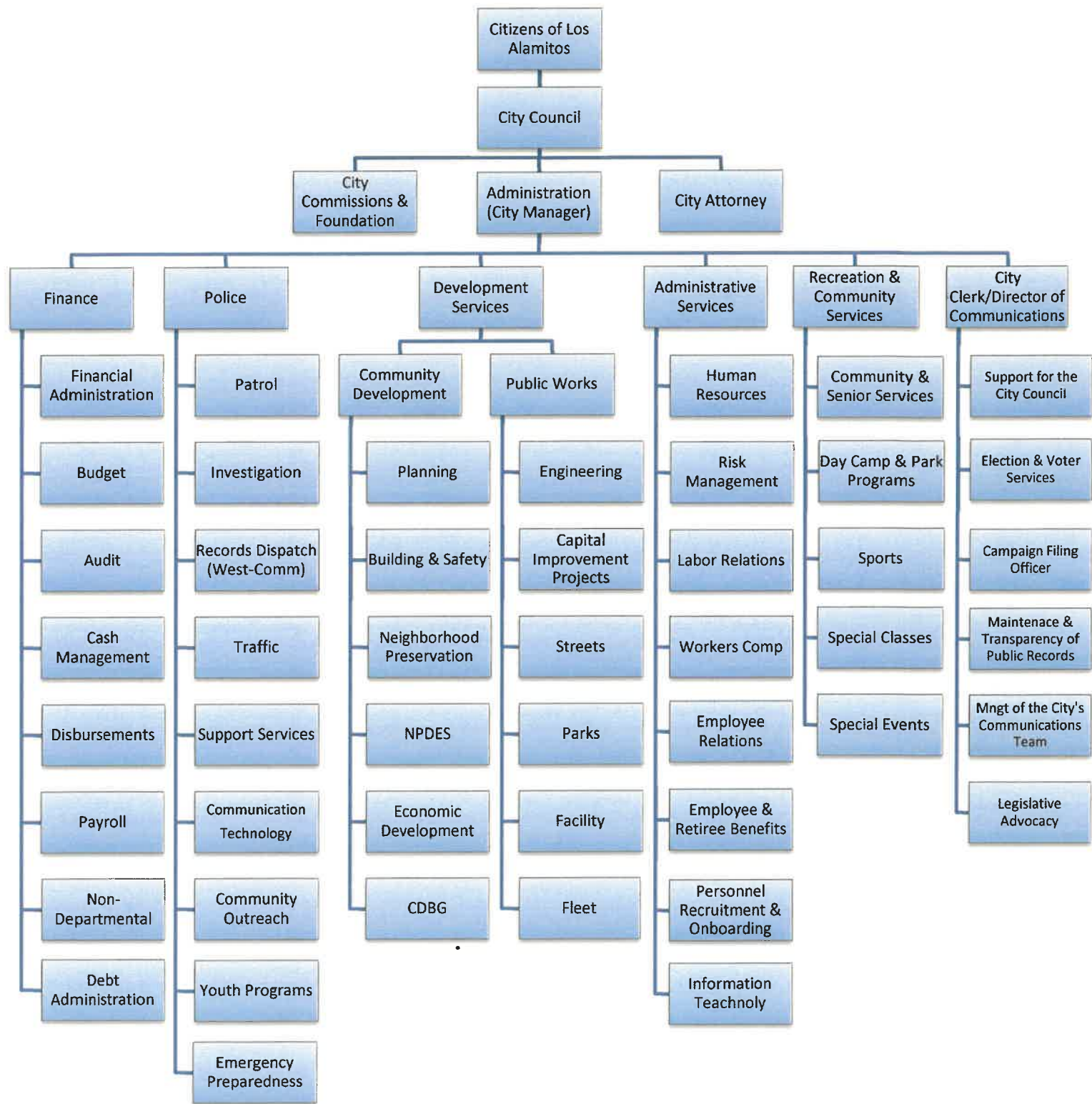
Trisha Murphy
Council Member

Submitted to the
City Council by:
Chet Simmons
City Manager



CITY OF LOS ALAMITOS

Organization



Administrative Officials

City Manager

Chet Simmons, City Manager

City Clerk

Windmera Quintanar, MMC, City Clerk / Director of Communications

City Attorney

Michael S. Daudt, City Attorney

Administrative Services – Human Resources

Chelsi Wilson, Administrative Services Manager

Finance

Craig Koehler, Finance Director / City Treasurer

Development Services

Ron Noda, Development Services Director

Police

Michael Clayborn, Chief of Police

Engineering

Chris Kelly, City Engineer

Recreation and Community Services

Emeline Noda, Recreation and Community Services Director



FY 2023-24, FY 2024-25

Summary of Sources and Uses by Fund



City of Los Alamitos
For Fiscal Year 2023-24, 2024-25
Proposed Budget
Summary of Sources and Uses by Fund

		Estimated Fund Balance June 30, 2022	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2023	Estimated Revenues & Transfers In	Estimated Expenditures & Transfers Out	Estimated Fund Balance June 30, 2024
10	General Fund							
	Unassigned	\$ 12,570,232	\$ 22,997,567	\$ 19,320,563	\$ 16,550,026	\$ 23,192,066	\$ 22,679,208	\$ 17,062,884
	OPEB	500,000	-	-	500,000	-	-	500,000
	PERS Reserves	3,400,000	-	-	3,400,000	-	-	3,400,000
	Other	302,789						
	TOTAL GENERAL FUND	16,773,021	22,997,567	19,320,563	20,450,026	23,192,066	22,679,208	20,962,884
	OTHER FUNDS							
19	CDBG	5,972	350,000	10,671	345,302	300,000	-	645,302
20	Gas Tax	225,616	571,303	702,846	94,073	641,153	1,165,000	(429,774)
21	Public Safety Aug. Fund	36,693	138,010	105,000	69,703	141,822	105,000	106,525
22	Supp. Law Enforcement	188,848	185,682	140,000	234,530	171,200	140,000	265,730
23	AQMD	123,361	16,094	-	139,455	15,700	-	155,155
24	Street & Alley Improvement	6,804	53	-	6,857	50	-	6,907
25	Building Improvement	233,403	151,928	87,101	298,230	150,400	-	448,630
26	Measure M	590,590	231,199	206,607	615,182	230,300	-	845,482
27	Asset Seizure	21,623	300	-	21,923	400	-	22,323
28	Los Alamitos TV	73,947	17,406	40,820	50,533	27,000	40,820	36,713
29	OTS Fund	83,872	15,675	5,000	94,547	15,500	5,000	105,047
31	Debt Service	3,255	215,500	215,494	3,261	211,500	211,769	2,992
40	Park Development	733,371	5,667	-	739,038	5,000	-	744,038
42	Capital Outlay	-	-	-	-	-	-	-
44	Traffic Improvement	274,983	278,180	275,000	278,163	5,000	-	283,163
50	Vehicle & Equipment ISF	891,378	316,750	554,256	653,872	316,750	772,750	197,872
51	Police Capital ISF	161,632	40,000	1,803	199,829	40,000	-	239,829
52	Facilities, Streets, Parks ISF	614,033	100,000	6,938	707,095	100,000	690,000	117,095
53	Technology Replacement ISF	346,438	190,000	349,889	186,549	190,000	245,500	131,049
54	Self Insurance ISF	431,010	660,000	577,471	513,539	561,000	691,272	383,266
55	Coronavirus Relief Fund	201,833	-	201,833	-	-	-	-
56	American Rescue Plan Act Funding	255,531	1,363,442	764,666	854,307	1,363,442	764,666	1,453,083
57	Economic Development		500,000	-	500,000	500,000	-	1,000,000
	ALL FUNDS	\$ 22,277,214	\$ 27,844,756	\$ 23,565,957	\$ 26,556,013	\$ 27,678,283	\$ 27,510,985	\$ 26,723,311



FY 2023-24

Summary of Transfers In & Out



**City of Los Alamitos
Proposed Budget
For Fiscal Year 2023-24**

Summary of Transfers In & Out

Transfer From	Transfer To	FY 2021-22 Amount	FY2022-23 Amount	FY2023-24 Amount	Purpose
General Fund (10)	Facilities (52)	-	100,000	100,000	Funding for future facilities, streets, & parks projects
General Fund (10)	Self Insurance (54)	660,000	660,000	560,000	Funding for insurance, claims, & workers' comp
General Fund (10)	Buildg Improv (25)	240,000	150,000	150,000	Funding for building improvements
General Fund (10)	Debt Service (31)	213,500	215,500	211,500	Funding for bond payments principal and interest
General Fund (10)	Economic Dev (57)		500,000	500,000	Funding for Economic Development
		1,113,500	1,625,500	1,521,500	
Gas Tax (20)	General Fund (10)	-	120,000	120,000	Reimbursing GF for street-related maintenance
PSAF (21)	General Fund (10)	110,000	105,000	105,000	Reimbursing GF for public safety expenditures
SLESF (22)	General Fund (10)	140,000	140,000	140,000	Reimbursing GF for public safety expenditures
Office of Traffic Safety (29)	General Fund (10)	5,000	5,000	5,000	Reimbursing GF for traffic safety activity
CARES (55)	General Fund (10)		201,833	-	Reimbursing GF for Pandemic related expenses
ARPA (56)	General Fund (10)	-	600,000	500,000	Reimbursing GF for revenue loss
		255,000	1,171,833	870,000	



FY 2023-24

Summary of Internal Service Charges



**City of Los Alamitos
Proposed Budget
For Fiscal Year 2023-24**

Summary of Internal Service Charges

Department/Division	Account	Amount	Purpose
GF - City Council	10-510-5287	1,600	Information Technology ISF
GF - City Manager/Clerk	10-511-5287	20,900	Information Technology ISF
GF - Finance	10-512-5287	17,100	Information Technology ISF
GF - Police Administration	10-521-5287	12,350	Information Technology ISF
GF - Police Patrol	10-522-5287	24,700	Information Technology ISF
GF - Police Investigation	10-523-5287	9,500	Information Technology ISF
GF - Police Records	10-524-5287	13,300	Information Technology ISF
GF - Police Traffic	10-528-5287	1,900	Information Technology ISF
GF - CD/PW Administration	10-531-5287	25,650	Information Technology ISF
GF - Planning	10-532-5287	5,700	Information Technology ISF
GF - Neighborhood Preservation	10-533-5287	8,280	Information Technology ISF
GF - Building Inspection	10-534-5287	4,750	Information Technology ISF
GF - Street Maintenance	10-542-5287	1,900	Information Technology ISF
GF - Park Maintenance	10-543-5287	1,900	Information Technology ISF
GF - Economic Development	10-545-5287	1,900	Information Technology ISF
GF - Recreation Admin.	10-551-5287	19,000	Information Technology ISF
GF - Community Services	10-553-5287	4,750	Information Technology ISF
GF - Special Classes	10-557-5287	4,750	Information Technology ISF
PEG - Los Al TV	28-518-5287	5,320	Information Technology ISF
Vehicles & Equipment ISF	50-546-5287	4,750	Information Technology ISF
		190,000	Total GL Account 53-4475
GF - City Manager/Clerk	10-511-5286	1,210	Vehicle & Equipment Replacement ISF
GF - Finance	10-512-5286	1,210	Vehicle & Equipment Replacement ISF
GF - Police Administration	10-521-5286	31,460	Vehicle & Equipment Replacement ISF
GF - Police Patrol	10-522-5286	89,450	Vehicle & Equipment Replacement ISF
GF - Police Investigation	10-523-5286	31,460	Vehicle & Equipment Replacement ISF
GF - Police Records	10-524-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Police Traffic	10-528-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Neighborhood Preservation	10-533-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Street Maintenance	10-542-5286	41,140	Vehicle & Equipment Replacement ISF
GF - Park Maintenance	10-543-5286	26,620	Vehicle & Equipment Replacement ISF
GF - Economic Development	10-545-5286	4,840	Vehicle & Equipment Replacement ISF
GF - Recreation Admin.	10-551-5286	4,840	Vehicle & Equipment Replacement ISF
		246,750	Total GL Account 50-4470
GF - Non Departmental	10-560-5486	70,000	Vehicle Capital Replacement
		70,000	Total GL Account 50-4480
GF - Police Administration	10-521-5288	40,000	Police Capital Replacement
		40,000	Total GL Account 51-4481



FY 2023-24, FY 2024-25 General Fund Summary



City of Los Alamitos
General Fund Summary
For Fiscal Year 2023-24, 2024-25

	2021-22 Actual	2022-23 Adopted Budget	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
REVENUE SUMMARY					
PROPERTY TAXES	4,713,161	4,899,967	4,939,763	5,085,144	5,237,990
OTHER TAXES	10,333,899	9,919,350	11,803,189	11,884,304	12,233,000
UTILITY USER TAXES	2,122,766	2,052,487	1,975,889	1,799,000	1,670,000
FRANCHISE FEES	1,052,199	671,300	621,600	655,300	629,300
LICENSES & PERMITS	1,043,588	958,200	1,083,880	1,075,300	1,080,300
FINES & FORFEITURES	382,498	669,000	405,400	696,000	746,000
USE OF MONEY & PROPERTY	114,822	180,000	308,114	300,000	300,000
OTHER AGENCIES	45,724	12,200	5,000	12,200	12,200
CHARGES FOR CURRENT SVCS	905,074	702,278	628,690	764,818	780,423
MISCELLANEOUS	56,318	68,000	10,000	50,000	50,000
TOTAL REVENUE	20,770,049	20,132,782	21,781,524	22,322,066	22,739,213
TRANSFERS IN	375,000	1,216,043	1,216,043	870,000	370,000
TOTAL REVENUE & TRANSFERS IN	21,145,049	21,348,825	22,997,567	23,192,066	23,109,213
EXPENDITURE SUMMARY					
CITY COUNCIL	70,020	66,895	67,841	66,895	66,895
ADMIN - CITY MGR, CITY CLK, HR	917,014	1,053,023	1,042,657	1,493,294	1,545,735
FINANCE	662,261	835,327	758,830	1,011,972	1,049,924
CITY ATTORNEY	210,871	196,000	196,000	196,000	196,000
POLICE	6,617,305	8,005,752	7,778,105	8,345,059	8,730,482
DEVELOPMENT SERVICES	4,093,460	4,436,904	4,939,120	5,003,100	5,168,285
RECREATION	1,911,542	2,104,743	2,189,784	2,458,757	2,542,699
NON-DEPARTMENTAL	1,185,732	2,443,181	622,726	2,582,631	634,631
TOTAL EXPENDITURES	15,668,205	19,141,825	17,595,063	21,157,708	19,934,650
TRANSFERS OUT	1,303,500	1,225,500	1,725,500	1,521,500	1,082,500
TOTAL EXPENDITURES & TRANSFERS OUT	16,971,705	20,367,325	19,320,563	22,679,208	21,017,150
REVENUE OVER/(UNDER) EXPENDITURES	4,173,344	981,500	3,677,005	512,858	2,092,063
BEGINNING FUND BALANCE	12,599,677	16,773,021	16,773,021	20,450,026	20,962,884
ENDING FUND BALANCE	16,773,021	17,754,521	20,450,026	20,962,884	23,054,947
SUMMARY BY FUNCTION					
SALARIES & BENEFITS	9,314,570	11,376,769	11,027,224	12,827,217	13,579,629
MATERIALS, SUPPLIES, & SERVICES	6,353,635	7,765,056	6,567,839	8,330,491	6,355,021
TRANSFERS OUT	1,303,500	1,225,500	1,725,500	1,521,500	1,082,500
TOTALS	16,971,705	20,367,325	19,320,563	22,679,208	21,017,150



FY 2023-24, FY 2024-25 General Fund Revenues



City of Los Alamitos
General Fund Summary
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
4000	CURRENT SECURED PROPERTY TAXES	2,520,490	2,797,131	2,821,348	2,905,272	3,001,608
4001	CURRENT UNSECURED PROPERTY TAX	85,217	86,306	85,000	93,873	96,986
4002	PRIOR YEARS PROPERTY TAXES	18,843	17,000	8,600	18,000	18,000
4003	SUPPLEMENTAL PROPERTY TAXES	59,331	40,000	38,690	30,000	30,000
4004	PUBLIC UTILITY PROPERTY TAXES	41,476	39,000	39,000	35,000	35,000
4005	HOMEOWNER'S EXEMPTION	11,798	11,000	10,000	10,000	10,000
4006	LIGHTING DISTRICT PROPERTY TAX	397,952	325,000	300,000	300,000	300,000
4007	REAL ESTATE TRANSFER TAX	146,183	80,000	120,000	80,000	80,000
4008	PROPERTY TAX IN LIEU OF VLF	1,450,273	1,522,932	1,535,527	1,631,876	1,685,891
4009	COUNTY PROPERTY TAX ADMIN CHG	(18,402)	(18,402)	(18,402)	(18,877)	(19,495)
	PROPERTY TAXES TOTAL	4,713,161	4,899,967	4,939,763	5,085,144	5,237,990
4100	SALES TAX	3,481,223	3,328,270	3,957,789	3,937,304	4,064,000
4101	SALES TAX - LOCAL	5,594,808	5,371,740	6,465,000	6,593,000	6,805,000
4105	SALES TAX GUARANTEE - CONSLD TD	-	75,000	-	-	-
4106	SALES TAX GUARANTEE - MED CNTR	-	-	-	-	-
4170	TRANSIENT OCCUPANCY TAX	522,187	325,340	488,000	530,000	540,000
4250	BUSINESS LICENSES	728,490	810,000	884,000	815,000	815,000
4251	BUSINESS LICENSES - SB1186	7,191	9,000	8,400	9,000	9,000
	OTHER TAXES TOTAL	10,333,899	9,919,350	11,803,189	11,884,304	12,233,000
4160	UTILITY TAX - ELECTRICITY	1,179,294	1,293,194	1,354,854	1,200,000	1,100,000
4161	UTILTY TAX - NATURAL GAS	240,688	155,000	145,000	140,000	130,000
4162	UTILITY TAX - TELEPHONE	387,573	339,360	269,913	259,000	240,000
4163	UTILITY TAX - WATER	315,211	264,933	206,122	200,000	200,000
	UTILITY USER TAXES TOTAL	2,122,766	2,052,487	1,975,889	1,799,000	1,670,000
4201	CABLE TV FRANCHISE FEES	146,681	161,000	150,000	140,000	120,000
4202	REFUSE FRANCHISE FEES	584,811	207,000	200,000	209,000	210,000
4203	ELECTRIC FRANCHISE FEES	226,265	219,000	200,000	220,000	215,000
4204	GAS FRANCHISE FEES	39,949	30,000	20,000	31,000	30,000
4205	WATER FRANCHISE FEES	53,100	53,000	50,000	54,000	53,000
4206	SB1383 REGULATORY	-	-	-	-	-
4207	PIPELINE FRANCHISE FEES	1,393	1,300	1,600	1,300	1,300
4208	STREET SWEEPING OFFSET	-	-	-	-	-
	FRANCHISE FEES TOTAL	1,052,199	671,300	621,600	655,300	629,300
4260	BUILDING PERMITS	244,114	325,000	351,208	350,000	350,000
4261	ELECTRICAL PERMITS	42,290	70,000	67,403	70,000	70,000
4262	MECHANICAL PERMITS	20,557	37,000	36,864	37,000	37,000
4263	PLUMBING PERMITS	32,318	40,000	38,658	40,000	40,000
4264	PUBLIC WORKS PERMITS	438,572	219,000	260,215	250,000	250,000
4265	PLANNING PERMITS	83,327	81,000	84,292	85,000	85,000
4266	BICYCLE LICENSES	-	-	-	-	-
4268	TECHNOLOGY/AUTOMATION FEE	33,117	47,000	49,834	50,000	50,000
4269	GENERAL PLAN FEE	3,385	5,900	8,084	5,900	5,900
4300	MOTOR VEHICLE IN LIEU	13,329	-	-	-	-
4400	BUILDING PLAN CHECKS	130,104	110,000	144,896	145,000	150,000
4401	NPDES INSPECTIONS	-	23,000	39,946	40,000	40,000
4403	TRACT/PARCEL MAPS PLAN CHECK	-	300	1,236	1,200	1,200
4404	PERMIT ISSUANCE CHARGE	58	-	1,244	1,200	1,200
4408	WATER MAIN REIMBURSEMENT	2,417	-	-	-	-
	LICENSES & PERMITS TOTAL	1,043,588	958,200	1,083,880	1,075,300	1,080,300
4702	CODE ENFORCEMENT COST RECOVERY	3,119	500	5,400	4,000	4,000
4703	RED LIGHT CAMERA FINES	149,084	350,000	150,000	400,000	450,000
4704	PARKING FINES	79,730	130,000	100,000	130,000	130,000



City of Los Alamitos
General Fund Summary
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
4705	MOVING VIOLATIONS	149,084	180,000	150,000	160,000	160,000
4706	DUI COST RECOVERY	1,481	8,500	-	2,000	2,000
	FINES & FORFEITURES TOTAL	382,498	669,000	405,400	696,000	746,000
4620	INVESTMENT EARNINGS	114,822	180,000	308,114	300,000	300,000
	USE OF MONEY & PROPERTY TOTAL	114,822	180,000	308,114	300,000	300,000
4301	POST REIMBURSEMENTS	3,112	1,000	-	1,000	1,000
4306	SRO REIMBURSEMENT		-	-	-	
4324	BSCC LOCAL ASSISTANCE		1,200	-	1,200	1,200
4325	MISC. POLICE REIMBURSEMENT	42,612	10,000	5,000	10,000	10,000
4381	OCTA CATCH BASIN GRANT		-	-	-	-
	REVENUE FROM OTHER AGENCIES TOTAL	45,724	12,200	5,000	12,200	12,200
4402	SALE OF MAPS AND COPIES	37	118	610	120	100
4450	FINGERPRINTING	416	605	224	600	500
4451	POLICE REPORTS	591	725	774	775	700
4452	POLICE DEPARTMENT ALARM FEES	8,903	11,456	8,876	11,500	11,500
4501	ARTS & CRAFTS - ADULTS	4,348	4,600	4,187	4,600	4,600
4505	BASKETBALL - ADULT	3,407	2,700	875	2,500	2,500
4506	BASKETBALL - YOUTH	59,839	31,000	51,357	65,500	65,500
4513	DANCE - ADULT	26,202	19,000	19,000	16,000	16,000
4517	DAY CAMPS	153,720	105,000	105,000	130,000	130,000
4519	EDUCATION - ADULT	2,695	3,000	1,304	1,500	1,500
4523	EXERCISE & FITNESS - ADULT	20,972	15,000	12,122	10,000	10,000
4526	FACILITY RENTAL - COMM CENTER	30,174	25,000	36,456	25,000	25,000
4527	FACILITY RENTAL - GYM	28,466	24,000	39,918	30,000	30,000
4528	FACILITY RENTAL-PICNIC SHELTER	7,718	6,000	6,000	6,000	6,000
4529	FACILITY RENTAL LIABILITY	847	2,000	352	2,000	2,000
4530	FIELD FEES (LAUREL)	8,951	6,500	5,000	2,200	2,200
4533	FIELD LIGHT FEES (LAUREL)	2,474	2,200	2,200	2,200	2,200
4534	FIELD LIGHT FEES (MCAULIFFE)	3,523	6,800	1,084	-	6,800
4535	FIELD LIGHT FEES (OAK)	9,688	7,000	9,562	-	7,000
4536	FOOTBALL	4,410	3,500	970	1,000	1,000
4552	PRESCHOOL - READY, SET, GO	50,800	55,000	39,150	60,000	60,000
4553	RACE LOS AL	27,871	60,000	38,450	35,000	35,000
4559	SOCCER - ADULT	40,070	27,500	24,660	30,000	30,000
4560	SOCCER - YOUTH	2,559	2,500	-	2,500	2,500
4563	SPECIAL EVENTS	240,085	156,875	120,518	188,923	188,923
4564	SPECIAL INTEREST - ADULT	14,010	15,000	27,738	15,000	15,000
4568	T-BALL	1,104	1,200	102	1,200	1,200
4569	TENNIS CONTRACT	52,984	35,000	22,460	42,000	42,000
4570	TODDLER CLASSES	8,964	7,500	6,760	6,000	6,000
4571	TRACK & FIELD	3,117	2,500	-	3,000	3,000
4572	VOLLEYBALL	5,557	3,500	8,545	7,500	7,500
4573	VOLUNTEER PROGRAM	3,235	3,600	1,318	3,000	3,000
4577	AQUATICS CLASSES	-	-	-	9,000	9,000
4587	FIELD PREP FEES	281	200	-	200	200
4588	SPECIAL INTEREST - CAMPS	28,550	12,000	6,206	15,000	17,000
4590	SPONSORSHIPS	29,500	25,000	16,000	27,500	27,500
4591	FIELD FEES (ORVILLE LEWIS)	58	200	-	-	-
4592	FIELD FEES (COTTONWOOD)	863	500	1,964	500	500
4593	PROCESSING FEES	18,085	18,000	8,948	7,000	7,000
	CHARGES FOR CURRENT SERVICES TOTAL	905,074	702,278	628,690	764,818	780,423
4899	MISCELLANEOUS REVENUE	56,318	68,000	10,000	50,000	50,000
	MISCELLANEOUS REVENUE TOTAL	56,318	68,000	10,000	50,000	50,000



**City of Los Alamitos
General Fund Summary
For Fiscal Year 2023-24, 2024-25**

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
4920	TRANSFERS IN - GAS TAX (20)	120,000	120,000	120,000	120,000	120,000
4921	TRANSFERS IN - PSAF (21)	110,000	105,000	105,000	105,000	105,000
4922	TRANSFERS IN - SLESF (22)	140,000	140,000	140,000	140,000	140,000
4929	TRANSFERS IN - TRAFFIC SAFETY (29)	5,000	5,000	5,000	5,000	5,000
4930	TRANSFERS IN - CRF (55)		246,043	246,043		
4931	TRANSFERS IN - ARPA (56)		600,000	600,000	500,000	
	TRANSFERS IN TOTAL	375,000	1,216,043	1,216,043	870,000	370,000
	TOTALS	21,145,049	21,348,825	22,997,567	23,192,066	23,109,213



FY 2023-24, FY 2024-25

General Fund Expenditures

CITY COUNCIL

MISSION STATEMENT

The primary role of the City Council is to set legislative and fiscal policy for the City. As the elected legislative body, the Los Alamitos City Council is charged with making policy decisions and setting the budget for the City of Los Alamitos.

DEPARTMENT GOALS

- Annually support and implement the City of Los Alamitos Mission, Vision and Values through projects, programs and services
- Determine strategies, priorities and resource allocation needs for the achievement of community objectives
- Provide opportunity for the community to participate in city government through public meetings, workshops and board/commission meetings

PROGRAM DESCRIPTION

The City Council provides policy direction for the City of Los Alamitos and enacts all municipal legislation. The City Council directs the administration of its policy decisions through the City Manager for delegation to appropriate City staff.

SERVICE OBJECTIVES

- Provide for financial stability through strong financial oversight and strategic planning
- Provide the resources needed to maintain and improve the City's infrastructure, public safety and City services
- Work to expand the City's efforts in business retention and attraction through City Council participation
- Cultivate the existing positive relationship with Joint Forces Training Base
- Engage in the State and Federal legislative process to support legislation that benefits City and local government service delivery
- Maintain City's website to ensure that the residents of Los Alamitos maintain access and are connected to the City
- Conduct City Council meetings in a manner that recognizes legitimate differences of opinion, exercises mutual respect and professionalism among all participants



City of Los Alamitos
General Fund Summary - City Council
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
10-510-5102	REGULAR SALARIES	24,069	24,000	24,000	24,000	24,000
10-510-5130	MEDICARE	348	365	365	365	365
10-510-5151	PART-TIME RETIREMENT	720	700	700	700	700
10-510-5162	LIFE INSURANCE		-	-	-	-
10-510-5201	SUPPLIES	8,363	3,125	8,000	8,000	8,000
10-510-5205	POSTAGE		300	300	300	300
10-510-5207	TRAVEL & TRAINING	1,626	6,000	9,034	6,000	6,000
10-510-5209	DUES & SUBSCRIPTIONS	18,816	14,280	20,000	20,000	20,000
10-510-5235	ADVERTISING	3,636	3,125	2,430	6,000	6,000
10-510-5237	EMPLOYEE WELLNESS	4,175	3,400	5,000	-	-
10-510-5238	COMMISSIONER APPRECIATION	-	5,000	5,000	10,000	10,000
10-510-5246	MEETING CABLECASTING	6,667	5,000	4,166	6,667	6,667
10-510-5287	TECHNOLOGY INTRNL SRVC CHG	1,600	1,600	1,600	1,600	1,600
TOTALS		70,020	66,895	80,595	83,632	83,632
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	25,137	25,065	25,065	25,065	25,065
	MATERIALS, SUPPLIES, & SERVICES	44,883	41,830	55,530	58,567	58,567
TOTALS		70,020	66,895	80,595	83,632	83,632

ADMINISTRATION

MISSION STATEMENT

To serve the City of Los Alamitos with strong leadership and vision and implement the policies of City Council. Promote effective involvement from the Los Alamitos City Council, City staff and residents in fulfilling and identifying our community's current and future needs.

DEPARTMENT GOALS

- Continue to be fiscally prudent and maintain a balanced budget while seeking alternative means of revenue and funding.
- Develop citywide strategy for well planned growth and development.
- Focus on developing and maintaining City personnel stability. Deliver efficient and effective customer service.
- Develop and market programs that encourage community involvement.
- Continue to improve relationships and communications with key constituents.
- Implement a citywide Customer Service program to recognize employees.

PROGRAM DESCRIPTION

The City Manager is responsible for the implementation of policies set by the City Council; the execution of the adopted budget; the identification of legislative priorities and the overall management of each City Department.

SERVICE OBJECTIVES

- Support the City Council in their representation of residents and businesses through effective implementation of their policy direction.
- Continue to support a management team that is committed to serving the community.
- Constantly strive to enhance the financial position of the City.
- Ensure that the City is a place where residents are safe and where businesses thrive.
- Manage City's personnel system.
- Continue ongoing meetings and relationship with the Los Alamitos Unified School District.
- Work with the Los Alamitos Area Chamber of Commerce to ensure that new businesses are introduced and engaged.
- Establish meetings with Legislative Representatives to discuss key topics and updates.
 - Working with the City Clerk and City Attorney to develop a resolution and timeline for changing to voting districts and planning 5 public hearings.

MISSION STATEMENT

The City Clerk is committed to providing exceptional and transparent customer service to internal and external customers; supporting City Council and Staff; administering democratic process including City elections; and, managing City records.

DEPARTMENT GOALS

- Prepare and produce City Council agendas and follow up correspondences
- Record and maintain City Council minutes, Ordinances, and Resolutions
- Process, maintain, and preserve City records in accordance with the laws of the State of California and adopted City Policies
- Codify and maintain the City of Los Alamitos Municipal Code
- Enhance access to the public process and records for members of the public
- Provide for long-term records storage for all City documents and expand electronic record retention efforts
- Comply with filing obligations required by the State Political Reform Act
- Providing exceptional customer services supporting Citizens, City Council, and Staff

PROGRAM DESCRIPTION

The City Clerk is responsible for the coordination of the City Council's administrative activities and legislative efforts. These efforts include the preparing City Council Agendas and follow-up correspondence; recording and maintaining City Council Minutes, Ordinances and Resolutions; preserving all official City records; recording deeds; administering oaths; receiving and processing liability claims against the City; responding to Public Records Act requests; providing applications for voter registration; complying with filing obligations required by the State Political Reform Act; and, maintenance of the Municipal Code. The City Clerk serves as the local Elections Official and coordinates municipal elections.

SERVICE OBJECTIVES

- Preservation of official City Records
- Conduct Municipal elections
- Maintain the Los Alamitos Municipal Code
- Provide accurate and efficient access to public documents
- Enforce campaign filing regulations for office holders and candidates



City of Los Alamitos
General Fund Summary - Administration
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
10-511-5101	SALARIES - FULL-TIME	425,314	430,072	430,072	686,077	706,625
10-511-5103	SALARIES - PART-TIME	27,031	52,000	24,964	52,000	52,000
10-511-5118	CAR ALLOWANCE	14,807	15,600	15,600	15,600	15,600
10-511-5119	CELL ALLOWANCE	1,719	1,920	1,920	2,220	2,220
10-511-5126	SICK CONVERSION	1,664	1,800	1,800	1,800	1,800
10-511-5127	VACATION CONVERSION	13,781	12,000	29,751	15,000	15,000
10-511-5130	MEDICARE	7,130	7,606	7,606	11,033	11,331
10-511-5150	RETIREMENT	225,799	162,361	162,361	240,909	267,504
10-511-5151	PART-TIME RETIREMENT	1,213	2,080	999	2,080	2,080
10-511-5161	HEALTH INSURANCE	51,206	48,396	48,396	81,456	81,456
10-511-5162	LIFE INSURANCE	1,001	1,297	1,297	1,659	1,659
10-511-5163	DISABILITY INSURANCE	801	1,310	1,310	1,750	1,750
10-511-5201	SUPPLIES	17,364	11,500	11,500	15,000	15,000
10-511-5205	POSTAGE	49	100	100	100	100
10-511-5207	TRAVEL & TRAINING	29,106	5,000	5,000	30,000	30,000
10-511-5209	DUES & SUBSCRIPTIONS	3,378	8,871	8,871	9,000	9,000
10-511-5233	ELECTION EXPENSE	5,697	40,000	40,000	60,000	60,000
10-511-5235	ADVERTISING	1,850	2,500	2,500	2,500	2,500
10-511-5237	EMPLOYEE WELLNESS				10,000	15,000
10-511-5242	COMMUNICATION CHARGES	23,275	16,500	16,500	23,000	23,000
10-511-5260	CONTRACTUAL SERVICES	38,830	200,000	200,000	200,000	200,000
10-511-5266	CODIFICATION SERVICE	3,889	10,000	10,000	10,000	10,000
10-511-5286	GARAGE INTERNAL SRVC CHG	1,210	1,210	1,210	1,210	1,210
10-511-5287	TECHNOLOGY INTRNL SRVC CHG	20,900	20,900	20,900	20,900	20,900
TOTALS		917,014	1,053,023	1,042,657	1,493,294	1,545,735
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	771,466	736,442	726,076	1,111,584	1,159,025
	MATERIALS, SUPPLIES, & SERVICES	145,548	316,581	316,581	381,710	386,710
TOTALS		917,014	1,053,023	1,042,657	1,493,294	1,545,735

FINANCE

MISSION STATEMENT

The Finance Department is committed to providing excellence in financial oversight, reporting and ensuring the City's long-term fiscal health. The Department also provides excellent service to both our internal and external customers maintaining the highest level of accuracy, accountability, and timeliness.

DEPARTMENT GOALS

- Prepare an Operating Budget that is balanced.
- Provide timely budget updates to the City Council, including both revenues and expenditures.
- Prepare the Annual Report that continues to qualify for the Government Finance Officers' Association (GFOA) Award of Excellence in Financial Reporting.
- Develop and maintain a five-year forecast and strategy to secure a balanced budget over the long-term. Develop a long-term plan to deal with changes in CalPERS actuarial assumptions and increasing pension liability.
- Manage the City's investment portfolio in accordance with State and City ordinances and policies.
- Process enhancements to improve efficiencies, customer service, and control costs.

PROGRAM DESCRIPTION

- To provide timely, accurate financial recording and reporting. Assist operating departments achieve their objectives and at the same time ensure the City of Los Alamitos' long-term fiscal health.
- To develop and retain a diverse, high-quality workforce to serve the City of Los Alamitos. This includes providing benefits and training that is of value to our employees.
- To promote and facilitate the use of information technology in fulfilling the operational goals of the City of Los Alamitos.

SERVICE OBJECTIVES

- Provide courteous, efficient service to all internal and external customers.
- Coordinate all financial audits, including the City's annual audit, the federal Single Audit, and other State agency audits that may be required.
- Maintain accurate accounting records for the City's funds.
- Prepare timely and accurate financial reports, include the Annual Operating and Capital Improvement Program Budget, the Annual Report, and other required reporting to the State of California.



City of Los Alamitos
General Fund Expenditure - Finance
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
10-512-5101	SALARIES - FULL-TIME	251,710	380,656	260,377	435,848	450,712
10-512-5103	SALARIES - PART-TIME		-	13,772	31,024	31,024
10-512-5118	CAR ALLOWANCE	3,729	3,600	3,600	3,600	3,600
10-512-5119	CELL ALLOWANCE	1,033	1,440	1,440	1,440	1,440
10-512-5120	OVERTIME	2,424	1,500	1,500	2,000	2,000
10-512-5126	SICK CONVERSION	454	1,500	1,500	1,500	1,500
10-512-5127	VACATION CONVERSION	3,211	4,000	4,000	4,000	4,000
10-512-5130	MEDICARE	3,957	3,473	3,473	6,890	7,058
10-512-5150	RETIREMENT	83,350	101,969	101,969	97,395	103,015
10-512-5151	PART-TIME RETIREMENT		-	510	1,241	1,241
10-512-5161	HEALTH INSURANCE	31,250	52,276	52,276	52,276	52,276
10-512-5162	LIFE INSURANCE	717	739	739	682	682
10-512-5163	DISABILITY INSURANCE	639	1,523	1,523	1,166	1,166
10-512-5201	SUPPLIES	5,527	7,000	7,000	7,500	7,500
10-512-5205	POSTAGE	6,638	6,000	6,000	6,200	6,300
10-512-5207	TRAVEL & TRAINING	995	2,500	2,500	2,500	2,500
10-512-5209	DUES & SUBSCRIPTIONS	3,178	1,400	1,400	3,200	3,200
10-512-5217	INSURANCE ADMIN COST	2,546	2,600	2,600	2,700	2,800
10-512-5218	EAP PROGRAM	331	300	300	300	300
10-512-5219	PRE-EMPLOYMENT EXPENSE		-	-	-	-
10-512-5220	ORAL BOARD EXPENSE		-	-	100	100
10-512-5222	SANITATION DIST USER FEE	8,328	8,400	8,400	8,500	8,600
10-512-5229	TUITION REIMBURSEMENT	637	2,500	2,500	2,500	2,500
10-512-5235	ADVERTISING	1,450	1,800	1,800	1,600	1,600
10-512-5260	CONTRACTUAL SERVICES	104,719	109,000	138,500	185,000	195,000
10-512-5262	ANIMAL CONTROL CONTRACT	79,605	77,000	77,000	80,000	82,000
10-512-5263	AUDIT SERVICES	31,689	31,530	31,530	40,000	45,000
10-512-5280	LEASED EQUIPMENT	15,834	14,312	14,312	14,500	14,500
10-512-5286	GARAGE INTERNAL SRVC CHG	1,210	1,210	1,210	1,210	1,210
10-512-5287	TECHNOLOGY INTRNL SRVC CHG	17,100	17,100	17,100	17,100	17,100
				-		
	TOTALS	662,261	835,327	758,830	1,011,972	1,049,924
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	382,474	552,675	446,678	639,062	659,714
	MATERIALS, SUPPLIES, & SERVICES	279,787	282,652	312,152	372,910	390,210
	TOTALS	662,261	835,327	758,830	1,011,972	1,049,924

CITY ATTORNEY

MISSION STATEMENT

The City Attorney provides comprehensive legal services for the City of Los Alamitos. This service consists of providing legal staff at City Council meetings and appropriate commissions; the preparation and review of ordinances; the preparation of contracts and providing legal counsel to City Departments. Significant areas of responsibility include civil litigation and code enforcements issues.

DEPARTMENT GOALS

- Maintain open communication with the City Council, Planning Commission, other advisory bodies and with all City Departments to assist them in achieving and implementing their goals
- Provide high quality and timely legal services to City Council, Planning Commission and City Departments
- Maintain cost effective legal services
- Develop public confidence in the City Attorney

PROGRAM DESCRIPTION

The City Attorney is responsible for the review of resolutions; providing advice and representation regarding labor issues; and giving legal representation to the West Cities Police Communities JPA, including labor issues.

SERVICE OBJECTIVES

Provide legal services and legal advice to the City Council, Planning Commission, City Departments and all City advisory bodies.



City of Los Alamitos
General Fund Expenditure - City Attorney
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
10-513-5249	PROSECUTION SERVICES	40,301	20,000	20,000	20,000	20,000
10-513-5261	LEGAL SERVICES	170,215	156,000	156,000	156,000	156,000
10-513-5264	LITIGATION	355	20,000	20,000	20,000	20,000
TOTALS		210,871	196,000	196,000	196,000	196,000
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	-	-	-	-	-
	MATERIALS, SUPPLIES, & SERVICES	210,871	196,000	196,000	196,000	196,000
TOTALS		210,871	196,000	196,000	196,000	196,000

POLICE

MISSION STATEMENT

The Los Alamitos Police Department will provide the highest degree of professional police service in partnership with the community to ensure Los Alamitos is a safe place to live, visit, and conduct business.

DEPARTMENT GOALS

- Provide the highest level of professional, effective, and efficient police service to the community
- Provide a safe environment and ensure the quality of life in Los Alamitos
- Continue to enhance the City's capability for emergency response operations during incidents of terrorism and other disasters
- Create a professional working environment that prepares, encourages, and provides opportunities for employees to achieve their full potential
- Incorporate state of the art technology to prevent and investigate crimes, respond to emergencies, and engage with the community
- Mitigate traffic safety issues and minimize the impact of local and regional traffic congestion
- Participate in regional efforts to improve response capabilities and capacity

ADMINISTRATION

PROGRAM DESCRIPTION

Administration provides the oversight and administrative backbone necessary for the effective and efficient delivery of police service. This includes the Executive Management Team, clerical support, and department training. Although the primary responsibility for staff development is with Administration, all managers and supervisors are tasked with mentoring and developing their subordinates. Enhancing leadership, improving staff efficiency, and promoting service-minded traits are essential to providing the best police service possible.

SERVICE OBJECTIVES

- Facilitate employee development, furthering a community service philosophy and enhancing a commitment to professionalism
- Provide relevant training to improve staff effectiveness and efficiency and promote consistency between shifts
- Demonstrate prudent fiscal management of the Police Department's Budget
- Maintain effective leadership and sound policy to ensure officer safety, Department morale, and reduce liability

PATROL

PROGRAM DESCRIPTION

The primary responsibility of the Patrol Bureau is to ensure the safety and security of the community. Combining traditional enforcement with creative problem-solving strategies, the Patrol Bureau responds to calls for service "Every Hour, Every Day." As the most visible representatives of the Police Department, Patrol Officers make customer service a priority while preventing crime, enforcing laws and apprehending criminals. This Bureau also includes Reserve Officers.

SERVICE OBJECTIVES

- Provide courteous, effective enforcement of all laws
- Implement strategies to enhance officer/citizen relationships, promote customer service, and strengthen police/community partnerships
- Maintain public safety and security
- Utilize crime trend analysis to provide directed enforcement to areas where significant crimes occur
- Implement community oriented policing strategies to reduce crimes and enhance quality of life issues

INVESTIGATIONS

PROGRAM DESCRIPTION

The Detective Bureau is made of investigators working to solve crimes and prepare cases for court. The investigations are generally classified into three groups: Crimes Against Persons, Property Crimes, and Fraud/Forgery. Through suppression, apprehension, and successful prosecution, Investigators are able to reduce the risk of future crimes.

SERVICE OBJECTIVES

- Establish a rapport with crime victims
- Utilize community outreach strategies to inform the public about crime trends and preventative measures
- Liaison with governmental and non-governmental agencies to enhance investigative strategies
- Identify and analyze crime trends occurring within the City and region

RECORDS

PROGRAM DESCRIPTION

The Records Bureau provides a valuable support function for the Police Department. It is responsible for protecting and maintaining an up-to-date records management system, tracking subpoenas, managing evidence, meeting State and Federal reporting mandates, preparing documents for court bookings, and tracking cases from the time of arrest through the duration of the trial. Fingerprinting, citation verifications, responding to public inquiries, and vehicle releases are some of the services provided by the Records Bureau.

SERVICE OBJECTIVES

- Provide courteous, professional service to community members on the phone and at the front counter
- Meet State and Federally mandated reporting deadlines
- Ensure the Department's compliance with CLETS policies

COMMUNICATIONS TECHNOLOGY

PROGRAM DESCRIPTION

With the ever-increasing dependence on technology, the Police Department participates in various partnerships which facilitate cost effective solutions to the technology challenges facing law enforcement. Included among those are: 1) the Integrated Law and Justice Agency of Orange County Joint Powers Authority (ILJ) which was formed to solicit grant funding to pay for technology; 2) Computer Aided Dispatch and Records Management Systems are provided through a contract with Central Square; 3) Police dispatch services are provided by the West Cities Police Communications Center (West-Comm) which was formed by a Joint Powers

Authority between the Cities of Cypress, Los Alamitos and Seal Beach; and, 4) the 800 MHz countywide radio system.

SERVICE OBJECTIVES

- Improve public safety through increased access to information
- Reduce redundant data entry by automating processes
- Improve efficiency and customer service while reducing costs
- Utilize technology to reduce liability

COMMUNITY OUTREACH

PROGRAM DESCRIPTION

Community Outreach is the mechanism Los Alamitos Police Officers use to interact and foster partnerships with our citizens. The Department is constantly striving to improve efficiency by implementing compassionate, creative law enforcement programs which focus on prevention as well as apprehension. By utilizing up-to-date technology, the Department keeps community members informed by providing timely information about criminal activity and crime prevention through a cost-effective information dissemination network. In addition to mainstream social media, the Department utilizes Nixle to keep residents informed on matters impacting the community.

SERVICE OBJECTIVES

- Keep the community informed about issues pertaining to their neighborhoods and City as a whole.

YOUTH PROGRAMS

PROGRAM DESCRIPTION

The Department has a designated School Resource Officer (SRO) position that is assigned to Los Alamitos High School. The SRO offers a consistent presence and unique ability to solve interpersonal high school issues using positive, pro-active methods, often mitigating situations before they evolve into problems. With an SRO on campus, the amount of time patrol officers spend on campus is greatly reduced.

The Police Department participates in several youth diversionary programs which are designed to educate the City's youth about the consequences of drug and alcohol abuse. Police personnel continue to foster partnerships with students and faculty by participating in many special programs with the community's youth including career programs, SARB (School Attendance Review Board), Drug Awareness Presentations, Safety Meetings, Every 15 Minutes, Reality Party, and Project Intervention.

SERVICE OBJECTIVES

- Establish a rapport with youth in the community by creating opportunities for positive interactions

TRAFFIC

PROGRAM DESCRIPTION

Routine traffic enforcement is provided by police officers assigned to patrol. The Traffic Bureau is responsible for enforcing traffic laws, investigating collisions, and educating the community about traffic safety. Although minor collision investigations are handled by patrol officers, major and fatal collision investigations are conducted by specially trained members of the interagency Serious Traffic Accident Response (STAR) Team. Parking control and red-light photo enforcement are also part of the Traffic Bureau.

SERVICE OBJECTIVES

- Provide courteous, effective enforcement of all traffic laws
- Utilize directed enforcement strategies to address specific traffic safety issues
- Promote public awareness of traffic safety issues through educational programs
- Participate in regional efforts to mitigate traffic concerns

EMERGENCY PREPAREDNESS

PROGRAM DESCRIPTION

The City of Los Alamitos is responsible for emergency response operations and will commit all available resources to save lives, minimize damage to property, and protect the environment. The Emergency Preparedness Team represents the City's interests to ensure a successful response during a major disaster. Managed by the Emergency Services Coordinator, the Team, consisting of representatives from all City Departments, meets with community stakeholders to

strategize and prepare for incidents of terrorism and other disasters. Homeland Security also falls within this Bureau.

SERVICE OBJECTIVES

- Assist all City Departments with their preparation for major emergencies and disasters
- Coordinate with the Department of Homeland Security, FEMA, California Office of Emergency Services, and the Orange County Operational Area to ensure the City of Los Alamitos is in compliance with all mandates for emergency preparedness
- Work with community members to assist their individual preparation until city resources are available.



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Police Administration						
10-521-5101	SALARIES - FULLTIME	614,284	703,893	705,893	730,569	748,893
10-521-5104	HOLIDAY PAY	-	-	-	-	-
10-521-5114	EDUCATIONAL INCENTIVE	-	-	-	-	-
10-521-5117	UNIFORM ALLOWANCE	-	-	-	-	-
10-521-5119	CELL ALLOWANCE	1,719	1,800	1,800	1,800	1,800
10-521-5120	OVERTIME	-	500	500	500	500
10-521-5126	SICK CONVERSION	1,835	5,000	5,000	5,000	5,000
10-521-5127	VACATION CONVERSION	26,552	5,000	5,000	15,000	15,000
10-521-5130	MEDICARE	7,093	10,558	10,558	10,619	10,885
10-521-5150	RETIREMENT	283,521	384,098	384,098	446,796	469,136
10-521-5161	HEALTH INSURANCE	44,655	55,872	55,872	63,384	63,384
10-521-5162	LIFE INSURANCE	939	1,619	1,619	1,509	1,509
10-521-5163	DISABILITY INSURANCE	895	1,478	1,478	1,458	1,458
10-521-5201	SUPPLIES	18,768	12,000	23,991	20,000	20,000
10-521-5205	POSTAGE	-	-	300	100	100
10-521-5206	UNIFORMS	4,304	4,000	4,000	4,000	4,000
10-521-5207	TRAVEL	19,594	8,000	7,012	20,000	20,000
10-521-5208	TRAINING	16,253	8,000	5,376	16,500	16,500
10-521-5209	DUES & SUBSCRIPTIONS	9,739	6,000	2,602	9,800	9,800
10-521-5229	TUITION REIMBURSEMENT	-	3,000	-	-	-
10-521-5260	CONTRACTUAL SERVICES	11,176	10,000	7,400	11,200	11,200
10-521-5280	LEASED EQUIPMENT	4,480	5,000	3,560	5,000	5,000
10-521-5281	REAL PROPERTY LEASE	4,500	6,000	6,000	4,500	4,500
10-521-5286	GARAGE INTERNAL SRVC CHG	31,460	31,460	31,460	31,460	31,460
10-521-5287	TECHNOLOGY INTRNL SRVC CHG	12,350	12,350	12,350	12,350	12,350
10-521-5288	POLICE CAPITAL SRVC CHG	40,000	40,000	40,000	40,000	40,000
Division Total		1,154,117	1,315,629	1,315,870	1,451,545	1,492,475
Patrol						
10-522-5101	SALARIES - FULLTIME	1,406,518	1,738,333	1,738,333	1,827,266	1,878,817
10-522-5103	SALARIES - PART-TIME	44,612	44,000	47,740	45,000	45,000
10-522-5104	HOLIDAY PAY	59,023	76,002	76,002	77,180	80,207
10-522-5105	BILINGUAL PAY	336	1,200	1,028	336	336
10-522-5111	SPECIAL SKILL PAY	4,693	24,921	4,693	8,865	8,865
10-522-5113	SPECIAL ASSIGNMENT PAY	9,276	-	10,412	10,193	10,193
10-522-5114	EDUCATIONAL INCENTIVE	53,591	70,019	70,019	62,814	62,814
10-522-5115	FIELD TRAINING PAY	718	2,500	6,372	2,500	2,500
10-522-5117	UNIFORM ALLOWANCE	14,667	20,000	20,000	17,000	17,000
10-522-5120	OVERTIME	413,988	150,000	300,000	300,000	300,000
10-522-5126	SICK CONVERSION	9,496	12,000	12,000	10,000	10,000
10-522-5127	VACATION CONVERSION	5,518	7,500	7,500	6,000	6,000
10-522-5130	MEDICARE	29,516	25,787	25,787	29,223	30,014
10-522-5150	RETIREMENT	840,327	1,098,337	1,098,337	1,341,056	1,408,109
10-522-5151	PART TIME RETIREMENT	2,144	1,430	1,430	1,800	1,800
10-522-5161	HEALTH INSURANCE	198,675	209,280	209,280	222,234	222,234
10-522-5162	LIFE INSURANCE	2,504	3,960	3,960	3,067	3,067
10-522-5201	SUPPLIES & SAFETY EQUIPMENT	22,633	20,000	98,815	23,000	23,000
10-522-5202	ARSENAL	25,062	30,000	9,542	25,000	25,000
10-522-5206	UNIFORMS	7,624	5,000	8,000	3,000	3,000
10-522-5207	TRAVEL	1,013	1,000	3,000	1,000	1,000
10-522-5208	TRAINING	95	12,000	12,000	2,000	2,000
10-522-5229	TUITION REIMBURSEMENT	7,000	4,000	-	-	-
10-522-5243	TELECOMMUNICATION CHARGES	6,444	4,800	4,800	6,444	6,444
10-522-5245	CELL PHONE	5,833	11,372	11,372	5,900	5,900
10-522-5260	CONTRACTUAL SERVICES	10,560	8,600	8,600	8,600	8,600
10-522-5270	BOOKING FEES	-	-	-	-	-
10-522-5286	GARAGE INTERNAL SRVC CHG	89,540	89,540	89,540	89,450	89,450
10-522-5287	TECHNOLOGY INTRNL SRVC CHG	24,700	24,700	24,700	24,700	24,700
Division Total		3,296,106	3,696,281	3,903,262	4,153,628	4,276,050



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Investigation						
10-523-5101	SALARIES - FULLTIME	301,941	450,953	450,953	346,944	466,541
10-523-5103	SALARIES - PART-TIME	8,076	20,000	-	9,000	9,000
10-523-5104	HOLIDAY PAY	13,367	13,367	13,367	13,367	13,367
10-523-5111	SPECIAL SKILL PAY	1,807	6,327	16,678	16,678	16,678
10-523-5113	SPECIAL ASSIGNMENT PAY	15,492	9,470	9,470	11,458	11,458
10-523-5114	EDUCATIONAL INCENTIVE	9,468	13,127	13,127	8,285	8,285
10-523-5117	UNIFORM ALLOWANCE	3,000	3,000	3,000	3,000	3,000
10-523-5119	CELL ALLOWANCE	-	-	-	-	-
10-523-5120	OVERTIME	34,069	30,000	30,000	34,000	34,000
10-523-5126	SICK CONVERSION	3,004	3,200	3,200	3,100	3,100
10-523-5127	VACATION CONVERSION	-	1,500	-	-	-
10-523-5130	MEDICARE	5,404	6,764	6,764	5,687	7,422
10-523-5150	RETIREMENT	252,048	301,200	301,200	267,305	331,647
10-523-5151	PART TIME RETIREMENT	-	750	-	360	360
10-523-5161	HEALTH INSURANCE	34,550	52,284	52,284	46,584	46,584
10-523-5162	LIFE INSURANCE	409	743	743	575	575
10-523-5201	SUPPLIES	5,892	3,500	3,500	6,000	6,000
10-523-5207	TRAVEL	2,660	3,000	3,000	2,700	2,700
10-523-5208	TRAINING	-	6,000	6,000	6,000	6,000
10-523-5209	DUES & SUBSCRIPTIONS	4,143	5,500	5,500	4,200	4,200
10-523-5245	CELL PHONE	1,249	1,800	1,800	1,300	1,300
10-523-5286	GARAGE INTERNAL SRVC CHG	31,460	31,460	31,460	31,460	31,460
10-523-5287	TECHNOLOGY INTRNL SRVC CHG	9,500	9,500	9,500	9,500	9,500
Division Total		737,539	973,445	961,546	827,503	1,013,177
Records						
10-524-5101	SALARIES - FULLTIME	117,906	167,752	167,752	181,480	187,926
10-524-5103	SALARIES - PART-TIME	46,259	123,000	44,852	47,000	47,000
10-524-5117	UNIFORM ALLOWANCE	1,439	2,600	2,600	1,950	1,950
10-524-5119	CELL ALLOWANCE	827	1,080	1,080	1,080	1,080
10-524-5120	OVERTIME	7,316	3,000	5,000	5,000	5,000
10-524-5126	SICK CONVERSION	599	1,200	1,200	600	600
10-524-5127	VACATION CONVERSION	-	2,000	-	-	-
10-524-5130	MEDICARE	2,720	2,516	2,516	2,675	2,769
10-524-5150	RETIREMENT	34,943	36,550	36,550	41,869	42,844
10-524-5151	PART-TIME RETIREMENT	1,742	4,613	4,613	1,880	1,880
10-524-5161	HEALTH INSURANCE	25,483	27,641	27,641	46,584	46,584
10-524-5162	LIFE INSURANCE	272	330	330	383	383
10-524-5163	DISABILITY INSURANCE	602	655	655	875	875
10-524-5201	SUPPLIES	3,466	4,500	2,794	3,500	3,500
10-524-5206	UNIFORMS	2,864	4,500	3,905	3,000	3,000
10-524-5207	TRAVEL	24	1,000	10	100	100
10-524-5208	TRAINING	-	5,000	5,000	5,000	5,000
10-524-5209	DUES & SUBSCRIPTIONS	318	500	70	350	350
10-524-5286	GARAGE INTERNAL SRVC CHG	4,840	4,840	4,840	4,840	4,840
10-524-5287	TECHNOLOGY INTRNL SRVC CHG	13,300	13,300	13,300	13,300	13,300
Division Total		264,920	406,577	324,708	361,466	368,981



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Communication Technologies						
10-525-5201	SUPPLIES					
10-525-5240	TELEPHONE	3,492	3,408	3,408	3,492	3,492
10-525-5242	COMMUNICATION CHARGES	1,222	1,500	1,500	1,300	1,300
10-525-5260	CONTRACTUAL SERVICES	13,394	23,000	23,000	23,000	23,000
10-525-5272	WEST-COMM CONTRACTUAL	703,953	718,506	761,080	761,966	771,110
10-525-5291	MAINTENANCE - COMMUNICATIONS	36,854	35,000	35,000	37,000	37,000
10-525-5292	MAINTENANCE - COMPUTERS	4,000	4,000	4,000	4,000	4,000
Division Total		762,915	785,414	827,988	830,758	839,902
Community Outreach						
10-526-5101	SALARIES - FULLTIME	26,871	56,868	-		
10-526-5103	SALARIES - PART-TIME	7,716	-	3,706	46,915	48,322
10-526-5117	UNIFORM ALLOWANCE	350	650		650	650
10-526-5120	OVERTIME	209	-		-	-
10-526-5126	SICK CONVERSION		100		-	-
10-526-5130	MEDICARE	569	853	54	695	715
10-526-5150	RETIREMENT	15,049	18,571		-	-
10-526-5151	PART-TIME RETIREMENT	289	-	138	1,877	1,933
10-526-5161	HEALTH INSURANCE	5,542	7,252		-	-
10-526-5162	LIFE INSURANCE	146	199		-	-
10-526-5163	DISABILITY INSURANCE	229	301		-	-
10-526-5201	SUPPLIES	9,318	10,000	10,000	2,500	2,500
10-526-5206	UNIFORMS		5,000	132	-	-
10-526-5207	TRAVEL		1,000	1,000	1,000	1,000
10-526-5208	TRAINING	1,019	2,000	440	1,100	1,100
10-526-5209	DUES & SUBSCRIPTIONS	462	200		500	500
10-526-5245	CELL PHONE	485	1,000		360	360
Division Total		68,254	103,995	15,470	55,597	57,080
Youth Programs						
10-527-5101	SALARIES - FULLTIME		92,568	46,284	99,518	104,762
10-527-5104	HOLIDAY PAY		4,006		4,314	4,551
10-527-5113	SPECIAL ASSIGNMENT PAY		4,628		-	-
10-527-5114	EDUCATIONAL INCENTIVE		1,320	660	-	-
10-527-5117	UNIFORM ALLOWANCE		1,000		1,000	1,000
10-527-5120	OVERTIME		6,500	1,610	2,000	2,000
10-527-5126	SICK CONVERSION		1,000		1,000	1,000
10-527-5127	VACATION CONVERSION		5,000		5,000	5,000
10-527-5130	MEDICARE		1,466	326	1,525	1,605
10-527-5150	RETIREMENT		38,397	38,397	42,054	44,157
10-527-5161	HEALTH INSURANCE		8,400	5,036	8,400	8,400
10-527-5162	LIFE INSURANCE		248	248	192	192
10-527-5163	DISABILITY INSURANCE				192	192
10-527-5201	SUPPLIES		1,000		3,000	3,000
10-527-5207	TRAVEL		1,200		1,000	1,000
10-527-5208	TRAINING		5,000		3,000	3,000
10-527-5209	DUES & SUBSCRIPTIONS		500		100	100
10-527-5234	POLICE EXPLORERS PROGRAM		-		500	500
10-527-5243	TELECOMMUNICATION CHARGES		500		-	-
Division Total		-	172,733	92,561	172,795	180,459



City of Los Alamitos
General Fund Expenditure - Police
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Traffic						
10-528-5101	SALARIES - FULLTIME		92,568	-	104,615	109,415
10-528-5103	SALARIES - PART-TIME	66,039	123,000	66,494	67,000	68,000
10-528-5104	HOLIDAY PAY		4,006		4,527	4,756
10-528-5113	SPECIAL ASSIGNMENT PAY		4,628		5,231	5,471
10-528-5114	EDUCATIONAL INCENTIVE		4,425		-	-
10-528-5117	UNIFORM ALLOWANCE		1,000		1,000	1,000
10-528-5120	OVERTIME		10,000		5,000	5,000
10-528-5126	SICK CONVERSION		1,000		-	-
10-528-5127	VACATION CONVERSION		-		-	-
10-528-5130	MEDICARE	561	3,357	574	1,597	1,670
10-528-5150	RETIREMENT		39,636	25,159	44,184	46,393
10-528-5151	PART-TIME RETIREMENT	2,458	4,920	2,710	2,680	2,720
10-528-5161	HEALTH INSURANCE		8,400		8,400	8,400
10-528-5162	LIFE INSURANCE		248		192	192
10-528-5163	DISABILITY INSURANCE				292	292
10-528-5201	SUPPLIES	4,854	8,500	8,500	5,000	5,000
10-528-5206	UNIFORMS	741	1,000	3,621	1,000	1,000
10-528-5207	TRAVEL		1,000		1,000	1,000
10-528-5208	TRAINING		5,000		2,500	2,500
10-528-5209	DUES & SUBSCRIPTIONS		250		250	250
10-528-5260	CONTRACTUAL SERVICES	213,200	210,000	203,877	214,000	215,000
10-528-5269	CITATION PROCESSING	6,629	10,000	10,644	7,000	8,000
10-528-5286	GARAGE INTERNAL SRVC CHG	4,840	4,840	4,840	4,840	4,840
10-528-5287	TECHNOLOGY INTRNL SRVC CHG	1,900	1,900	1,900	1,900	1,900
Division Total		301,222	539,678	328,319	482,208	492,799
Emergency Preparedness						
10-529-5103	SALARIES - PART-TIME	27,269	-	850	1,000	1,000
10-529-5119	CELL PHONE ALLOWANCE	210	-			
10-529-5120	OVERTIME		-			
10-529-5130	MEDICARE	408	-		20	20
10-529-5151	PART-TIME RETIREMENT		-	32	40	40
10-529-5201	SUPPLIES	3,633	10,000	1,000	1,000	1,000
10-529-5208	TRAINING		1,000	1,000	1,000	1,000
10-529-5230	CERT		1,000	1,000	1,000	1,000
10-529-5250	INFRASTRUCTURE		-			
10-529-XXXX	VIP PROGRAM			4,500	4,500	4,500
10-529-5260	CONTRACTUAL SERVICES	712	-		1,000	1,000
Division Total		32,232	12,000	8,382	9,560	9,560
DEPARTMENT TOTALS		6,617,305	8,005,752	7,778,105	8,345,059	8,730,482
SUMMARY BY FUNCTION:						
SALARIES & BENEFITS		5,153,543	6,487,225	6,192,564	6,799,513	7,173,792
MATERIALS, SUPPLIES, & SERVICES		1,463,762	1,518,526	1,585,541	1,545,546	1,556,690
TOTALS		6,617,305	8,005,752	7,778,105	8,345,059	8,730,482

DEVELOPMENT SERVICES

MISSION STATEMENT

The Los Alamitos Development Services Department consists of six divisions that offer a variety of programs and services related to Planning, Neighborhood Preservation, Building & Safety, Engineering, Public Works, and Economic Development. The responsibilities of the Department are to establish the physical development of the Community through a long-range vision and to maintain the mechanisms to guide physical development to promote livability, aesthetic value, and economic development. The Development Services Department shall also plan, design, operate and maintain the public infrastructure including streets, street landscaping, parks, storm drains, buildings, vehicles, and equipment and to protect the City's physical investments safely, efficiently, and effectively through periodic maintenance, replacement, and repair of all assets, thereby providing a safe, clean, and pleasant environment for the public.

PLANNING

PROGRAM DESCRIPTION

The Los Alamitos Planning Division is to maintain and improve all aspects of the City's physical environment. The Planning Division serves as a custodian of the vision for Los Alamitos, and an agent for the implementation of City Council policies related to land development, housing, construction, and regional issues. The Department accomplishes its mission by monitoring the various components (zoning and building codes) that influence the quality of life for Los Alamitos residents and is primarily concerned with providing services that promote the community's short and long-term interests in maintaining high standards of residential and commercial development.

Essential duties include, but are not limited to, advising the Planning Commission and other committees and commissions; assist with the City's business licenses, assist with the preparation and submittal of a progress report, termed Program Effectiveness Assessment (PEA); evaluates current development projects; conducts CEQA/NEPA environmental reviews and prepares environmental documents; works with and maintains City's Geographical Information System (GIS); and reviews proposed Regional Housing Needs Assessment (RHNA) documentation from state and local agencies and advocates on behalf of City. The Planning Division contributes to the environmental quality of life for residents of Los Alamitos and provides staff support to the Economic Development Division, Building & Safety Division, and Neighborhood Preservation Division.

SERVICE OBJECTIVES

- Provide the highest level, quality customer experience to residents, businesses, property owners, developers, and other members of the public.
- Provide timely and accurate processing of discretionary development cases including General Plan Amendments, Zone Changes, Conditional Use Permits (CUP), Variances, and Site Plan Reviews.
- Facilitate City's review of development projects with other City departments and community organizations for compliance with regulatory requirements.
- Administer provisions of the Zoning Code and other adopted documents.
- Continue the administration and implementation of Community Development Block Grants (CDBG).
- Maintain and implement the City's General Plan as a long-term visionary document to guide City decision-making that benefits residents and businesses, while improving the quality of life in Los Alamitos.
- Contribute and support other divisions within the Development Services Department and other City Departments.

NEIGHBORHOOD PRESERVATION

PROGRAM DESCRIPTION

Neighborhood Preservation (Code Enforcement) responds to a variety of reported violations of the Los Alamitos Municipal Code as it relates to neighborhood and community issues. The code enforcement division is responsible for enforcement and implementation of municipal codes in residential, commercial, and industrial areas of Los Alamitos. The Division also provides inspections and enforcement actions for compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permit; routine inspection of Best Management Practices (BMP's) for adopted Water Quality Management Plans (WQMP's); and assistance with inspections on multi-family rental housing for compliance with State housing laws. The Neighborhood Preservation Division works with other Development Services Department Division to seek compliance with the City's Code and achieve a safe, clean, and healthy quality of life for the resident and business community of Los Alamitos.

SERVICE OBJECTIVES

- Provide the highest level, quality customer experience to residents, businesses, property owners, and other members of the public.
- Provide timely, accurate, and consistent procedural action on reported violation(s) in relation to the City's Municipal Code as it relates to neighborhood and community issues.
- Educate the customer to clearly communicate the issues involved and the expectations, goals, and time frames for necessary action.

- Take a pro-active approach to maintain City standards in Los Alamitos.
- Contribute and support other divisions within the Development Services Department and other City Departments.
- Keep current with the latest methods and technology through continued education and association with professional organizations.

BUILDING AND SAFETY

PROGRAM DESCRIPTION

The Building and Safety Division provides a quality of life for people in Los Alamitos by providing life-safety, safeguarding property, and protecting public welfare through consistent enforcement of adopted codes. The Division is responsible for the implementation and enforcement of City and State codes relating to construction, remodeling, alteration, repair and demolition of building and structures located within Los Alamitos to ensure that structures are building to minimum standards to safeguard health, property, and public welfare. services to the community in their building and development projects.

The Building and Safety Division issues permits for all new construction or modification to existing development (commercial, residential, or industrial) in Los Alamitos. The Division also provides inspection services for National Pollution Discharge Elimination System (NPDES) plan/permit check services. The City of Los Alamitos, (and other Orange County Cities) operate municipal storm drain systems and discharge stormwater and urban runoff pursuant to National Pollutant Discharge Elimination System (NPDES) Permits. These Permits require that the Permittee effectively prohibit non-stormwater discharges to the storm drain system and Implement controls to reduce the discharge of pollutants in stormwater to the Maximum Extent Practicable (MEP).

SERVICE OBJECTIVES

- Provide timely and quality customer services during the review, permitting, and inspection process.
- Take a pro-active approach to outreach and education to the community on the permitting process, including solar and EV charging stations, NPDES, and Water Quality Management Plan (WQMP).
- Attend workshops, inspect, and assist in educating City team members and the public in the NPDES programs.
- Provide a mechanism for the City to identify and report modifications that have or will be made to their Drainage Area Management Plan (DAMP)/Local Implementation Plan (LIP).
- Keep informed of State's Building Codes and update the City's codes if necessary.

- Contribute and support other divisions within the Development Services Department and other City Departments.

PUBLIC WORKS

STREET MAINTENANCE, PARK MAINTENANCE, AND FACILITY MAINTENANCE

PROGRAM DESCRIPTION

The City of Los Alamitos Public Works Division is responsible for the ongoing maintenance programs for public infrastructure including streets, street landscape, parks, buildings, storm drains, City's fleet, and equipment. The Division provides overall management by establishing policies and standards for upkeep, maintenance, and repairs of all public infrastructures, and the purchase and maintenance of vehicles, and equipment. The Public Works Division monitors several contracts including janitorial, traffic signal maintenance, landscaping, and tree trimming and is responsible for safely, efficiently, and effectively protecting the City's physical assets through routine maintenance, replacement, and repair of all assets, thereby providing a safe, clean, and pleasant environment for the public. The Division also assists the Recreation & Community Services Department in set-up/tear-down for special events and the Police Department for street closures.

SERVICE OBJECTIVES

- Provide the highest level, quality customer experience to residents, businesses, property owners, developers, and other members of the public.
- Regularly maintain pavement, sidewalks, curbs, and gutters on public streets and storm drain system in accordance with established performance standards.
- Regularly maintain City-owned buildings in accordance with established performance standards.
- Regularly maintain City-owned parks in accordance with established performance standards.
- Manage the City's annual maintenance contracts.
- Manage maintenance staff to maximize operational efficiencies and minimize costs.
- Provide routine on-going maintenance to all City vehicles and construction/maintenance equipment.
- Assist other Departments with their requested needs.

ENGINEERING SERVICES

PROGRAM DESCRIPTION

The Engineering Division is responsible for managing, programming, and implementing the City's Capital Improvement Program (CIP), and seeking funding for all projects. The division provides support to the department in the review of new development for engineering related issues. Additionally, the Engineering Division is responsible for managing the City traffic signal system and handling community requests for service related to traffic issues. The City Engineer is also the City's liaison to several regional transportation agencies such as OCTA and Caltrans.

SERVICE OBJECTIVES

- Provide the highest level, quality customer experience to residents, businesses, property owners, developers, and other members of the public.
- Manage the City's Capital Improvement Program (CIP).
- Ensure completion of the City's annual CIP projects on time and within budget.
- Seek funding for the City's CIP projects.
- Manage regional and local transportation Issues.
- Provide efficient and timely development review of encroachment and wide load permitting.

ECONOMIC DEVELOPMENT

PROGRAM DESCRIPTION

The Economic Development Division works to elevate Los Alamitos and its local economy by making it stronger, more inclusive, and responsive to the specific needs of the community. The Economic Development Division is dedicated to enhancing the quality of life for residents and businesses by working to attract, retain, and expand businesses with the City through a variety of comprehensive and strategic programs to promote the City's infrastructure and financial well-being.

SERVICE OBJECTIVES

- Provide the highest level, quality customer experience to residents, businesses, property owners, developers, and other members of the public.
- Partnering with organizations to provide programs and services to the City's business community.
- Shall plan, design, and implement programs, projects, and activities that support and assist existing businesses and that recruit new businesses.
- Encourage expansion and diversification of the City's tax base and encourage property improvements and revitalization throughout the City to strengthen the local tax base.
- Shall develop and implement a citywide marketing plan to encourage residents and visitors to shop in Los Alamitos.



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Comm Dev / PW Administration						
10-531-5101	SALARIES - FULLTIME	448,994	580,480	580,480	764,685	792,902
10-531-5103	SALARIES - PART TIME	-	69,972	70,158	83,280	87,371
10-531-5118	CAR ALLOWANCE	3,729	3,600	3,600	3,600	3,600
10-531-5119	CELL ALLOWANCE	1,178	1,080	1,080	2,160	2,160
10-531-5120	OVERTIME	1,069	1,400	1,000	1,400	1,400
10-531-5126	SICK CONVERSION	1,991	1,200	4,201	4,200	4,200
10-531-5127	VACATION CONVERSION	12,724	8,500	11,000	11,000	11,000
10-531-5130	MEDICARE	5,603	9,899	9,899	11,847	8,993
10-531-5150	RETIREMENT	148,451	180,813	180,813	216,175	262,546
10-531-5151	PART TIME RETIREMENT	2	2,799	2,806	3,331	3,495
10-531-5161	HEALTH INSURANCE	36,434	59,652	59,652	102,840	102,840
10-531-5162	LIFE INSURANCE	1,035	1,680	1,680	1,674	1,674
10-531-5163	DISABILITY INSURANCE	976	1,966	1,966	2,333	2,333
10-531-5201	SUPPLIES	42,038	16,500	20,000	24,000	26,400
10-531-5205	POSTAGE	4,083	3,000	3,000	4,000	4,400
10-531-5207	TRAVEL & TRAINING	1,150	5,300	5,300	7,000	7,700
10-531-5209	DUES & SUBSCRIPTIONS	663	1,000	1,000	1,000	1,000
10-531-5229	TUITION REIMBURSEMENT	4,122	6,000	9,500	9,500	9,500
10-531-5235	ADVERTISING	18,919	11,000	15,000	15,000	16,500
10-531-5245	CELL PHONE				7,500	7,500
10-531-5260	CONTRACTUAL SERVICES	85,506	160,978	90,000	73,240	58,564
10-531-5287	TECHNOLOGY INTRNL SRVC CHG	25,650	25,650	25,650	25,650	25,650
Division Total		844,317	1,152,469	1,097,785	1,375,415	1,441,727
Planning						
10-532-5101	SALARIES - FULLTIME	83,867	84,776	84,776	86,721	89,338
10-532-5103	SALARIES - PART TIME	77,262	-	9,841	-	-
10-532-5120	OVERTIME	1,729	1,800	2,000	2,000	2,000
10-532-5126	SICK CONVERSION	713	800	513	600	600
10-532-5130	MEDICARE	2,436	1,196	1,196	1,263	1,301
10-532-5150	RETIREMENT	11,691	37,455	37,455	39,726	40,490
10-532-5151	PART TIME RETIREMENT	2,880	-	394		
10-532-5161	HEALTH INSURANCE	8,669	8,472	8,472	15,528	15,528
10-532-5162	LIFE INSURANCE	125	144	128	128	128
10-532-5163	DISABILITY INSURANCE	277	349	292	292	292
10-532-5201	SUPPLIES	24,040	-			
10-532-5205	POSTAGE		1,000	1,000	2,500	2,750
10-532-5207	TRAVEL & TRAINING		1,000	1,000	1,500	1,650
10-532-5209	DUES & SUBSCRIPTIONS	434	350	400	450	495
10-532-5235	ADVERTISING	9,263	7,500	7,500	9,000	9,900
10-532-5245	CELL ALLOWANCE	386	360	360	360	360
10-532-5260	CONTRACTUAL SERVICES	11,313	-		55,000	55,000
10-532-5260.1250	GENERAL PLAN	626	-			
10-532-5260.1260	ZONING CODE UPDATE		-			
10-532-5260.1270	ECONOMIC DEV STUDIES	8,000	-			
10-532-5260.1280	AUTOMATION SERVICES	16,057	34,210	34,210	34,210	37,631
10-532-5260.1290	HOUSING ELEMENT	46,540	70,000	70,000		
10-532-5287	TECHNOLOGY INTRNL SRVC CHG	5,700	5,700	5,700	5,700	5,700
Division Total		312,008	255,111	265,237	254,978	263,163



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Neighborhood Preservation						
10-533-5101	SALARIES - FULLTIME	992	60,362	60,362	64,013	68,155
10-533-5103	SALARIES - PART TIME	95,879	77,359	79,325	86,009	90,321
10-533-5120	OVERTIME			2,000	2,000	2,200
10-533-5126	SICK CONVERSION			482	600	600
10-533-5130	MEDICARE	1,411	2,427	2,427	1,402	1,495
10-532-5150	RETIREMENT		13,641	13,641	29,324	30,890
10-533-5151	PART-TIME RETIREMENT	3,648	3,094	3,094	1,278	1,369
10-533-5161	HEALTH INSURANCE		8,400	8,400	15,528	15,528
10-533-5162	LIFE INSURANCE		165	165	128	128
10-533-5163	DISABILITY INSURANCE		328	328	292	292
10-533-5201	SUPPLIES	176	2,500	2,500	3,000	3,300
10-533-5207	TRAVEL & TRAINING	1,188	2,000	2,500	2,500	2,750
10-533-5209	DUES & SUBSCRIPTIONS	475	300	300	300	330
10-533-5245	CELL PHONE	2,018	1,400	900	720	720
10-533-5260	CONTRACTUAL SERVICES		5,000	5,000	5,000	5,000
10-533-5265	COMPLIANCE SERVICES	1,092	2,000	2,000	2,000	2,200
10-533-5286	GARAGE INTERNAL SRVC CHG	4,840	4,840	4,840	4,840	4,840
10-533-5287	TECHNOLOGY INTRNL SRVC CHG	8,280	8,280	8,280	8,280	8,280
Division Total		119,999	192,097	196,544	227,214	238,398
Building Inspection						
10-534-5201	SUPPLIES		-			
10-534-5209	DUES & SUBSCRIPTIONS		-			
10-534-5260	CONTRACTUAL SERVICES	284,010	348,950	240,000	349,000	383,900
10-534-5267	INSPECTION/PLAN CHECKS	1,490	3,000	63,056	3,000	3,300
10-534-5287	TECHNOLOGY INTRNL SRVC CHG	4,750	4,750	4,750	4,750	4,750
Division Total		290,250	356,700	307,806	356,750	391,950
NPDES						
10-537-5288	NPDES PERMIT	27,969	28,000	30,900	30,900	30,900
10-537-5289	NPDES PLAN CONTRACT	17,683	37,000	30,000	30,000	37,000
Division Total		45,652	65,000	60,900	60,900	67,900
Street Maintenance						
10-542-5101	SALARIES - FULLTIME	187,738	178,256	178,256	235,135	242,691
10-542-5109	ON CALL PAY	5,164	6,400	6,400	9,225	9,225
10-542-5117	UNIFORM ALLOWANCE	4,101	2,850	3,677	4,750	4,750
10-542-5120	OVERTIME	4,047	5,500	5,000	4,000	4,400
10-542-5126	SICK CONVERSION	1,121	1,200	699	700	1,000
10-542-5127	VACATION CONVERSION	9,255	8,000	8,000	8,000	8,800
10-542-5130	MEDICARE	3,357	2,613	2,613	3,409	3,519
10-542-5150	RETIREMENT	123,939	59,350	59,350	66,458	67,734
10-542-5161	HEALTH INSURANCE	44,960	39,186	85,362	85,362	85,362
10-542-5162	LIFE INSURANCE	502	495	495	575	575
10-542-5163	DISABILITY INSURANCE	1,108	983	983	1,312	1,312
10-542-5201	SUPPLIES	12,827	13,500	45,500	13,000	14,300
10-542-5206	UNIFORMS	2,392	3,000	9,500	4,500	4,950
10-542-5207	TRAVEL & TRAINING	75	-	2,000	4,000	4,400
10-542-5209	DUES & SUBSCRIPTIONS		-		-	-
10-542-5245	CELL PHONE	3,507	2,500	2,500	5,500	5,500
10-542-5252	ELECTRICITY-ST LIGHTS	210,580	219,731	119,000	125,000	125,000
10-542-5255	NATURAL GAS		-	170	-	-
10-542-5256	WATER	74,690	78,269	78,269	74,000	81,400
10-542-5286	GARAGE INTERNAL SRVC CHG	45,980	45,980	45,980	41,140	41,140
10-542-5287	TECHNOLOGY INTRNL SRVC CHG	1,900	1,900	1,900	1,900	1,900
10-542-5294	CONTRACTUAL SERVICES	71,901	71,000	181,718	80,000	80,000
10-542-5295	MAINTENANCE - STREETS	232,083	260,800	90,000	100,000	100,000
Division Total		1,041,227	1,001,513	927,372	867,966	887,958



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Park Maintenance						
10-543-5101	SALARIES - FULLTIME	153,532	240,607	270,707	331,024	341,453
10-543-5103	SALARIES - PART-TIME	18,354	66,589	38,000		
10-543-5109	ON CALL PAY	3,702	7,600	7,600	9,225	9,225
10-543-5112	SPECIAL CERT PAY	721	1,025	-	-	-
10-543-5117	UNIFORM ALLOWANCE	1,905	3,925	3,925	4,750	4,750
10-543-5120	OVERTIME	4,261	5,500	5,000	4,000	4,000
10-543-5126	SICK CONVERSION	1,194	2,500	773	700	1,000
10-543-5127	VACATION CONVERSION	1,871	4,500	5,000	8,000	8,800
10-543-5130	MEDICARE	2,702	3,945	3,945	3,493	3,493
10-543-5150	RETIREMENT	28,810	59,350	59,350	85,059	87,039
10-543-5151	PART TIME RETIREMENT	691	2,664	3,664	-	-
10-543-5161	HEALTH INSURANCE	31,452	51,540	50,445	50,445	50,445
10-543-5162	LIFE INSURANCE	125	248	248	639	639
10-543-5163	DISABILITY INSURANCE	277	492	492	1,458	1,458
10-543-5201	SUPPLIES	5,096	4,200	4,200	64,500	19,500
10-543-5203	SUPPLIES/McAULIFFE		-			
10-543-5206	UNIFORMS		-			
10-543-5207	TRAVEL & TRAINING		-			
10-543-5245	CELL PHONE		-			
10-543-5250	ELECTRICITY-BUILDINGS	2,033	2,500	2,500	2,000	2,200
10-543-5251	ELECTRICITY - PARKS	7,475	6,250	4,000	6,000	6,600
10-543-5254	ELECTRICITY-McAULIFFE	3,112	3,750	3,750	3,000	3,300
10-543-5256	WATER	70,097	150,000	110,000	90,000	99,000
10-543-5257	WATER - McAULIFFE PARK	24,297	-	20,918		
10-543-5260	CONTRACTUAL SERVICES	100,370	125,000	115,000	126,750	126,750
10-543-5271	TREE TRIMMING	3,236	67,000	67,000	67,000	67,000
10-543-5281	REAL PROPERTY LEASE	2,963	2,995	2,995	3,218	3,252
10-543-5286	GARAGE INTERNAL SRVC CHG	26,620	26,620	26,620	26,620	26,620
10-543-5287	TECHNOLOGY INTRNL SRVC CHG	1,900	1,900	1,900	1,900	1,900
10-543-5298	MAINT - FIELDS/FENCING/FACIL		-			
10-543-5299	MAINTENANCE-OTHER	56,818	70,500	70,500	55,500	61,050
	Division Total	553,614	911,198	878,532	945,281	929,473
Facility Maintenance						
10-544-5101	SALARIES - FULLTIME	54,870	27,248	76,515	61,890	63,742
10-544-5103	SALARIES - PART-TIME	6,925	17,646	13,382		-
10-544-5109	ON CALL PAY	1,875	1,230	1,230	2,050	2,050
10-544-5117	UNIFORM ALLOWANCE	1,600	775	2,500	1,900	1,900
10-544-5120	OVERTIME	850	2,000	1,500	1,750	1,750
10-544-5126	SICK CONVERSION		650		500	500
10-544-5127	VACATION CONVERSION	4,123	1,500	1,000	1,000	1,000
10-544-5130	MEDICARE	1,146	1,156	1,156	813	854
10-544-5150	RETIREMENT	49,108	11,783	18,800	21,800	23,845
10-544-5151	PART-TIME RETIREMENT	298	706	706	-	-
10-544-5161	HEALTH INSURANCE	16,533	3,882	11,964	11,964	11,964
10-544-5162	LIFE INSURANCE	94	248	248	128	128
10-544-5163	DISABILITY INSURANCE	205	492	492	292	292
10-544-5201	SUPPLIES	18,214	15,000	125,500	38,000	41,800
10-544-5206	UNIFORMS		-			
10-544-5250	ELECTRICITY - BUILDINGS	103,978	120,000	100,000	100,000	100,000
10-544-5253	ELECTRICITY-PUMP STATION	445	600	500	500	500
10-544-5255	NATURAL GAS	6,199	3,500	1,500	1,500	1,500
10-544-5256	WATER	11,247	13,800	13,800	12,000	12,000
10-544-5260	CONTRACTUAL SERVICES		-		75,000	75,000
10-544-5293	MAINTENANCE-BUILDINGS	179,775	100,000	550,000	70,000	77,000
10-544-5299	MAINTENANCE-OTHER	380	-			
	Division Total	457,865	322,216	920,793	401,087	415,825



City of Los Alamitos
General Fund Expenditure - Development Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Economic Development						
10-545-5101	SALARIES - FULLTIME		-	5,612	78,462	85,136
10-545-5103	SALARIES - PART TIME		-		1,346	1,481
10-545-5130	MEDICARE		-	82	1,138	1,234
10-545-5150	RETIREMENT		-	22,022	18,010	19,331
10-545-5151	PART-TIME RETIREMENT		-		54	59
10-545-5161	HEALTH INSURANCE		-	760	8,400	8,400
10-545-5201	SUPPLIES		-			
10-545-5207	TRAVEL & TRAINING		-		1,500	1,650
10-545-5209	DUES & SUBSCRIPTIONS		500	575	500	500
10-545-5245	CELL PHONE		360	360	360	360
10-545-5260	CONTRACTUAL SERVICES		-		75,000	75,000
10-545-5286	GARAGE INTERNAL SRVC CHG		4,840	4,840	4,840	4,840
10-545-5287	TECHNOLOGY INTRNL SRVC CHG		1,900	1,900	1,900	1,900
	Division Total		7,600	36,151	191,510	199,891
City Engineer						
10-548-5260	CONTRACTUAL SERVICES	63,480	68,000	128,000	200,000	200,000
10-548-5261	TRAFFIC ENGINEERING	47,432	50,000	22,000	22,000	22,000
10-548-5268	PLAN CHECK	317,616	55,000	98,000	100,000	110,000
	Division Total	428,528	173,000	248,000	322,000	332,000
	DEPARTMENT TOTALS	4,093,460	4,436,904	4,939,120	5,003,100	5,168,285
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,725,289	1,979,186	2,131,564	2,497,201	2,718,000
	MATERIALS, SUPPLIES, & SERVICES	2,368,171	2,457,718	2,807,556	2,505,899	2,450,285
	TOTALS	4,093,460	4,436,904	4,939,120	5,003,100	5,168,285

RECREATION AND COMMUNITY SERVICES

MISSION STATEMENT

To enhance the sense of community and create quality of life through people, parks, and programs.

DEPARTMENT GOALS

- Provide valued recreational experiences for the community.
- Provide quality customer experience to all persons requesting service.
- Provide special event programs that strengthen community image and sense of place.
- Provide youth and adult sports programs that promote health and wellness.
- Foster human development through a wide selection of educational special interest classes for all ages.
- Provide programs that promotes safety for all ages.
- Provide an educational, fun, and social program for preschool age children.
- Provide leadership, educational, social, and philanthropic programs for teens and young adults.
- Provide seniors with a stimulating social environment and program offerings to keep them active and informed.
- Create a healthy and supportive work culture for department employees.

ADMINISTRATION

PROGRAM DESCRIPTION

The Administration Division manages the financial and logistical operations of the Recreation and Community Services Department, including Community Services, Day Camp, Park Programs, Sports, Special Classes and Special Events. The division also provides administrative support to the Parks, Recreation and Cultural Arts Commission.

SERVICE OBJECTIVES

- Provide administrative and management support to all Department employees to enable them to provide quality recreation opportunities and customer service to the community.
- Provide service and support to the City Manager on matters relating to recreation and community services.
- Continue to work closely with the Development Services Department and the City Manager on capital improvement projects.
- Provide administrative support to the Parks, Recreation and Cultural Arts Commission.

- Develop, monitor and evaluate the Department's annual budget.
- Work closely with Department partners such as the Los Alamitos Unified School District, the Joint Forces Training Base, the Los Alamitos Chamber of Commerce, members of Serve Los Al Committee to provide programs, events, and services for the community.
- Works closely with the local non-profits to hold events such as the Winter Wonderland Event, Serve Los Al, and the quarterly donation drives.
- Liaison with the RMAC
- Attend monthly Los Alamitos Chamber of Commerce meetings to maintain relationships with the business community.
- Increase revenue and donations for Department Scholarship Program.

COMMUNITY SERVICES

PROGRAM DESCRIPTION

The Community Services Division is responsible for the development and implementation of year-round programming and services for the senior population. The larger of these services include the Los Alamitos Senior Club and the Dine In and Dough House Program. Work with the Los Alamitos Senior Club to support Club events and activities as well as supplement with senior community-wide classes and activities. Community Services is also responsible for scheduling, reservations, policy renovation, and day-to-day operations associated with the Community Center facility and surrounding complex.

SERVICE OBJECTIVES

- Provide recreation and social service programs for seniors.
- Expand and enhance general senior programs to address current senior trends and issues.
- Maintain and upgrade when possible the Community Center and Picnic Shelter rental facilities

DAY CAMP

PROGRAM DESCRIPTION

The Day Camp Division is responsible for the development and coordination of the Los Alamitos Day Camp program. By offering extended hours, this program helps meet the need of many working parents as a daycare alternative. Activities include arts & crafts, swimming, sports, table games, movies, music, challenges, and field trips to the beach, amusement parks and museums. Camp offers children a safe and fun environment to experience art, song, dance, drama and

athletics while reinforcing good sportsmanship and fair play, and provides a positive social atmosphere where children and teens develop friendships and life learning experiences.

SERVICE OBJECTIVES

- Operate seasonal day camps including fall, winter, spring, and summer.
- Coordinate excursions to coincide with themes for summer day camps.

PARK PROGRAMS

PROGRAM DESCRIPTION

Drop-in programs at Los Alamitos park sites provide children the opportunity to play in a safe and fun environment for the constructive use of their free time during the summer. Children learn skills in areas such as leadership, teamwork, self-esteem development, and responsibility. This program also provides children the opportunity to participate in sports, competitions, tournaments, games, and crafts. The program provides mentoring and supervision to children who would otherwise be home alone, lets children build and strengthen friendships, and creates a safe, neighborhood environment.

SERVICE OBJECTIVE

- Provide staffing to two park sites during the summer months for children ages 5 – 12 to participate in free sports activities, games, arts and crafts, and special events.

SPORTS

PROGRAM DESCRIPTION

The Sports Division is responsible for the development and administration of Parent and Me, Junior Pee-Wee, Pee-Wee, Youth and Adult sports programming. This division also allocates athletic facilities throughout the City and routinely interacts with youth sports user groups. The Parent and Me, Mini Superstars, Junior Pee-Wee, Pee-Wee, and Youth programs are designed to introduce children to the various sports in a fun and positive way and to learn the fundamental skills in a non-competitive environment while practicing and playing games. The goals of these programs are learning social skills, creating friendships for children and parents, being part of a team, learning the values of good sportsmanship, and promoting positive self-esteem. Adult Sports programs give adults the opportunity to exercise, promote wholesome physical activity,

and provide an outlet for competition and fun. This program reduces stress, builds friendships, provides an opportunity for bonding, and promotes health and wellness.

SERVICE OBJECTIVES

- Operate and maintain team registrations for the Adult Soccer League.
- Operate, maintain and increase participation in the Youth Sports program that includes soccer, basketball, volleyball, flag football, track and field, baseball and t-ball.
- Allocate field and facility usage to youth community groups, private groups, and non-profits on a year-round basis for City owned sites and facilities and lights at Los Alamitos Unified School District fields.

SPECIAL CLASSES

PROGRAM DESCRIPTION

The Special Classes Division provides a comprehensive selection of special interest classes for all age groups. In this division, over 40 instructors teach a combination of well over 200 different classes and camps. Classes and camps are offered based on demand, viability and trend structure. Focus is placed on the instruction and development of skills in specialized areas. The benefits to youth are increased self-esteem, mental stimulation, cultural appreciation, increased physical coordination and health. Special interest classes provide a positive and constructive use of free-time. Participation can develop into lifelong interest or hobbies, and encourage growth in numerous areas. For adults, classes can provide a positive structure for leisure time, an increased sense of self-worth, social connectivity, improved skill levels, development of new interest and hobbies, and a noticeable increase in physical and mental well-being. Staff taught classes are also encouraged to produce in-house community-wide classes based on the talents and skills of existing staff in the Department.

SERVICE OBJECTIVES

- Provide opportunities for participants to increase mental and physical health, cultural appreciation, skills, and sense of community pride by participating in a wide variety of programs, classes and camps.
- Increase revenue in order to support department programs and services.

SPECIAL EVENTS

PROGRAM DESCRIPTION

The Special Events Division coordinates the City's annual special events including the Weekend of Art, Race Los Al, 3rd of July Fireworks Spectacular, Spring Carnival, Senior Prom, Teen Expo, Summer Concert Series, Trunk or Treat, Winter Wonderland, Celebrate Los Al, Women's Conference and Holiday Decorating Contest. Special events unite the community, focus on family, and strengthen community image and sense of place. Special events also give the community an opportunity to come together and celebrate the positive aspects of living in Los Alamitos. Work together with community partners to provide these events to the community.

SERVICE OBJECTIVES

- Continue to provide quality City-wide special events to approximately 30,000 participants.
- Promote partnerships with private agencies, non-profit organizations, the Joint Forces Training Base, and the Los Alamitos Area Chamber of Commerce to enhance City-wide special events.
- Continue to work with local organizations to acquire volunteers for special events.



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Recreation Administration						
10-551-5101	SALARIES - FULLTIME	439,715	599,082	587,747	679,977	701,260
10-551-5103	SALARIES - PART-TIME	106,674	105,932	118,246	102,643	108,613
10-551-5105	BILINGUAL PAY	143	600	600	600	600
10-551-5118	CAR ALLOWANCE	3,729	3,600	3,600	3,600	3,600
10-551-5119	CELL ALLOWANCE	1,950	3,510	3,510	2,880	2,880
10-551-5120	OVERTIME	439	-	19	-	-
10-551-5126	SICK CONVERSION	1,226	2,500	1,281	1,500	1,500
10-551-5127	VACATION CONVERSION	6,562	3,000	5,561	6,000	6,000
10-551-5130	MEDICARE	8,514	7,600	7,600	9,239	9,767
10-551-5150	RETIREMENT	191,934	314,233	215,242	235,246	247,008
10-551-5151	PART TIME RETIREMENT	3,877	3,097	3,097	4,280	4,280
10-551-5161	HEALTH INSURANCE	66,378	57,768	57,768	93,828	93,828
10-551-5162	LIFE INSURANCE	1,077	1,422	1,422	1,102	1,102
10-551-5163	DISABILITY INSURANCE	1,493	2,457	2,457	2,187	2,187
10-551-5201	SUPPLIES	21,346	13,000	15,000	15,000	15,000
10-551-5205	POSTAGE	8,608	8,300	8,600	8,800	8,800
10-551-5207	TRAVEL & TRAINING	4,348	8,500	17,050	15,750	15,450
10-551-5209	DUES & SUBSCRIPTIONS	11,901	13,457	10,697	10,697	10,697
10-551-5237	RECREATION BROCHURE	35,806	20,000	33,626	34,688	34,688
10-551-5260	CONTRACTUAL SERVICES	1,340	11,295	10,000	10,000	10,000
10-551-5286	GARAGE INTERNAL SRVC CHG	4,840	4,840	4,840	4,840	4,840
10-551-5287	TECHNOLOGY INTRNL SRVC CHG	19,000	19,000	19,000	19,000	19,000
10-551-5290	MAINTENANCE-OFFICE EQUIP	5,568	5,850	5,850	5,850	5,850
Division Total		946,468	1,209,043	1,132,813	1,267,707	1,306,950
Aquatics						
10-552-5103	SALARIES - PART-TIME	-	-	13,410	41,028	41,028
10-552-5130	MEDICARE	-	-	194	821	821
10-552-5151	PART-TIME RETIREMENT	-	-	469	1,641	1,641
10-552-5201	SUPPLIES	-	-	9,000	4,500	4,500
10-552-5245	CELL PHONE	-	-	-	-	-
10-552-5259	POOL RENT	-	-	-	-	-
Division Total		-	-	23,074	47,990	47,990
Community Services						
10-553-5103	SALARIES - PART-TIME	46,870	69,028	81,452	95,358	100,126
10-553-5130	MEDICARE	676	1,381	1,048	1,907	2,003
10-553-5151	PART-TIME RETIREMENT	1,749	2,761	2,710	3,814	4,005
10-553-5201	SUPPLIES	2,180	700	1,000	1,000	1,000
10-553-5287	TECHNOLOGY INTRNL SRVC CHG	4,750	4,750	4,750	4,750	4,750
10-553-5326	FAC RENT - COMM CENTER	1,881	2,000	3,000	3,000	3,000
Division Total		58,106	80,620	93,960	109,829	114,884
Day Camp						
10-554-5103	SALARIES - PART-TIME	69,891	69,273	70,927	78,508	100,126
10-554-5130	MEDICARE	985	1,385	1,385	1,570	2,003
10-554-5151	PART-TIME RETIREMENT	2,549	2,771	2,771	3,140	4,005
10-554-5201	SUPPLIES	10,777	8,500	8,500	10,000	10,000
10-554-5317	DAY CAMPS	16,131	16,000	20,000	20,000	20,000
Division Total		100,333	97,929	103,583	113,218	136,134



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
Playgrounds						
10-555-5103	SALARIES - PART-TIME	19,942	25,964	22,061	26,073	27,377
10-555-5130	MEDICARE	291	519	386	521	548
10-555-5151	PART-TIME RETIREMENT	752	1,039	1,024	1,043	1,095
10-555-5201	SUPPLIES	3,314	1,200	1,200	3,300	3,300
10-555-5260	CONTRACTUAL SERVICES	4,988	6,000	6,000	6,000	6,000
	Division Total	29,287	34,722	30,671	36,937	38,320
Sports						
10-556-5101	SALARIES - FULL TIME	176		16,866	-	-
10-556-5103	SALARIES - PART-TIME	126,462	128,805	117,325	121,545	127,953
10-556-5120	OVERTIME			300	-	-
10-556-5130	MEDICARE	1,904	2,576	1,946	2,431	2,559
10-556-5150	RETIREMENT			2,322		
10-556-5151	PART-TIME RETIREMENT	5,100	5,152	3,852	4,862	5,118
10-556-5161	HEALTH INSURANCE			10,052		
10-556-5201	SUPPLIES	5,525	8,000	6,500	6,900	6,900
10-556-5245	CELL ALLOWANCE	750	1,200	300	-	-
10-556-5298	MAINTENANCE-FIELDS/FACILITIES	2,670	3,000	966	3,000	3,000
10-556-5305	BASKETBALL - ADULT			117	300	300
10-556-5306	BASKETBALL - YOUTH	36,309	14,150	50,000	50,000	50,000
10-556-5330	FIELD FEES - LAUREL	3,961	4,700	1,440	2,940	2,940
10-556-5331	FIELD FEES - MCAULIFFE	4,596	3,000	77,721	3,000	3,000
10-556-5332	FIELD FEES - OAK	22,314	3,000	5,576	3,000	3,000
10-556-5336	FOOTBALL	1,346	1,300	174	900	900
10-556-5359	SOCCER - ADULT	24,497	24,100	26,500	32,000	32,000
10-556-5360	SOCCER - YOUTH	691	975	650	650	650
10-556-5368	T-BALL	176	1,000	400	400	400
10-556-5371	TRACK & FIELD	915	1,000	1,000	1,000	1,000
10-556-5372	VOLLEYBALL	2,339	2,200	2,300	4,700	4,700
	Division Total	239,555	204,158	309,441	237,628	244,420
Special Classes						
10-557-5103	SALARIES - PART-TIME	95,213	93,680	100,375	144,584	154,886
10-557-5130	MEDICARE	1,396	1,874	1,855	2,892	3,098
10-557-5151	PART-TIME RETIREMENT	3,612	3,747	3,709	5,783	6,195
10-557-5201	SUPPLIES	3,072	1,000	1,000	3,000	3,000
10-557-5287	TECHNOLOGY INTRNL SRVC CHG	4,750	4,750	4,750	4,750	4,750
10-557-5301	ARTS & CRAFTS	2,892	3,000	3,000	3,000	3,000
10-557-5313	DANCE	16,883	13,000	13,000	13,000	13,000
10-557-5319	EDUCATION	1,669	3,000	1,000	1,000	1,000
10-557-5323	EXERCISE/FITNESS	13,241	8,000	11,000	11,000	6,000
10-557-5352	PRESCHOOL	5,538	7,000	7,000	5,500	5,500
10-557-5364	SPECIAL INTEREST	4,793	5,000	5,000	5,000	5,000
10-557-5369	TENNIS CONTRACT	28,478	20,000	22,000	22,000	22,000
10-557-5370	TODDLER CLASSES	4,439	4,000	4,000	4,000	4,000
10-557-5373	VOLUNTEER PROGRAM	62	1,000	1,000	1,000	1,000
10-557-5388	SPECIAL INTEREST - CAMPS	16,931	8,000	9,500	9,500	9,500
	Division Total	202,969	177,051	188,189	236,009	241,929
Special Events						
10-558-5103	SALARIES - PART-TIME	43,334	76,811	62,997	69,989	72,474
10-558-5130	MEDICARE	620	1,536	1,536	1,400	1,449
10-558-5151	PART-TIME RETIREMENT	1,604	3,072	3,072	2,800	2,899
10-558-5201	SUPPLIES	244,440	179,800	217,572	303,350	303,350
10-558-5353	RACE LOS AL	44,826	40,000	22,876	31,900	31,900
	Division Total	334,824	301,220	308,053	409,438	412,072
DEPARTMENT TOTALS		1,911,542	2,104,743	2,189,784	2,458,757	2,542,699



City of Los Alamitos
General Fund Expenditure - Recreation and Community Services
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	1,256,661	1,596,176	1,505,277	1,754,792	1,844,034
	MATERIALS, SUPPLIES, & SERVICES	654,881	508,567	684,507	703,965	698,665
	TOTALS	1,911,542	2,104,743	2,189,784	2,458,757	2,542,699

NON-DEPARTMENTAL

PROGRAM DESCRIPTION

Non-Departmental represents a cost center wherein expenditures that impact the City operations as a whole and are not clearly associated with a particular department. For example, this cost center includes costs for retiree health insurance, credit card processing fees, contribution to North SAPA Homeless Shelter, and capital projects funded by Measure Y and General Fund.



City of Los Alamitos
General Fund Expenditure - Non-departmental
For Fiscal Year 2023-24, 2024-25

Account	Description	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
10-518-5260	CONTRACTUAL SERVICES	14,109	24,000	14,000	14,000	14,000
10-560-5219	PRE-EMPLOYMENT EXPENSE		10,000	31,970	30,000	30,000
10-560-5219.1851	NON-EMPLOYEE LIVE SCAN		1,000	300	300	300
10-560-5260	CONTRACTUAL SERVICES		120,000	120,000	120,000	120,000
10-560-5261	CONTRIBUTION TO HOMELESS SHELTER - NORTH SPA		31,000	31,000	43,594	43,594
10-560-5285	CREDIT CARD FEES		34,000	34,000	35,000	36000
10-560-5486	VEHICLE CAPITAL REPLACEMENT	70,000	70,000	70,000	70,000	70000
10-562-5161	HEALTH INSURANCE-RETIREES	297,180	295,800	295,800	298,000	299000
10-570-5501.1703	BSCC LOCAL ASSISTANCE	5,000	7,500	5,000	5,000	5000
10-570-5501.1705	TOWNE CNTR MIXED USE ZONE	45,983	-	(28,679)	-	-
10-570-5501.1706	TIER 1 PROJECT STORM DRAIN COVERS		-	1,107	-	-
10-570-5501.1707	YEAR ONE RESIDENTIAL STREET IMPROV (Y)	70,650	-	-	-	-
10-570-5501.1003	STREET MARKINGS/STRIPING		-	9,250	-	-
10-570-5501.2301	STERN PARK PROJECT (Y) (C/O)		650,000		950,000	
10-570-5501.2302	GEN FUND GRANT MATCH (Y)		187,000			
10-570-5501.2303	PHASE II RESIDENTIAL STREET IMPROV (Y)		1,000,000		1,000,000	
10-570-5501.2304	EMERGENCY EXIT SIGNS			6,625		
10-570-5501.1708	CATCH BASIN CPS PROJECT (CITY MATCH)	3,112	12,881	32,353		
	TO BALANCE (CAPITAL PROJECTS)	679,698				
DEPARTMENT TOTALS		1,185,732	2,443,181	622,726	2,565,894	617,894
SUMMARY BY FUNCTION:						
	SALARIES & BENEFITS	-	-	-	-	-
	MATERIALS, SUPPLIES, & SERVICES	1,185,732	2,443,181	622,726	2,565,894	617,894
TOTALS		1,185,732	2,443,181	622,726	2,565,894	617,894



FY 2023-24, FY 2024-25

Other Funds



City of Los Alamitos
Special Revenue Fund - CDBG Fund
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	(10,410)	166,734	(114,182)	225,148	525,148
19-4360	CDBG GRANT	214,046	350,000	350,000	300,000	300,000
19-4620	INVESTMENT EARNINGS	302	-	-	-	-
	TOTAL REVENUES	214,348	350,000	350,000	300,000	300,000
19-570-5501.1106	ALLEY IMPROVEMENT PROGRAM	-	-	-	-	-
19-570-5501.1307	ADA ACCESS RAMPS	-	-	-	-	-
19-570-5501.1320	APARTMENT ROW HOWARD STREET, REAGAN TO MAPLE	97,574	-	-	-	-
19-570-5501.1740	ADA CERRITOS AVE SIDEWALKS	-	-	-	-	-
19-570-5501.2003	NOEL STREET IMPROVEMENTS	-	-	-	-	-
19-570-5501.2004	ROUND #1 HOWARD ST FROM NOEL TO LEXINGTON	100,957	-	7,008	-	-
19-570-5501.2005	ROUND #2 BLOOMFIELD FROM FARQUHAR TO KATELLA	119,589	-	3,663	-	-
19-570-5501.2301	STERN PARK PROJECT	-	350,000	-	-	-
	TOTAL EXPENDITURES	318,120	350,000	10,671	-	-
	NET CHANGE TO FUND BALANCE	(103,772)	-	339,330	300,000	300,000
	ENDING FUND BALANCE	(114,182)	166,734	225,148	525,148	825,148



City of Los Alamitos
Special Revenue Fund - Gas Tax
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	236,179	60,190	225,616	94,073	(429,774)
20-4306	GAS TAX - 2106	44,582	49,805	49,122	53,076	53,076
20-4307	GAS TAX - 2107	76,759	101,699	85,987	93,762	93,762
20-4308	GAS TAX - 2107.5	3,000	3,000	3,000	3,000	3,000
20-4309	GAS TAX - 2105	64,176	74,441	71,779	78,061	78,061
20-4322	GAS TAX - 2103	91,379	113,638	102,112	117,882	117,882
20-4328	SB1 LOAN REPAYMENT	-	-	-	-	-
20-4329	ROAD MAINT REHAB ACCT SB-1	234,276	263,005	258,003	294,072	294,072
20-4620	INVESTMENT EARNINGS	1,644	1,300	1,300	1,300	1,300
	TOTAL REVENUES	515,816	606,888	571,303	641,153	641,153
20-570-5501.1003	STREET MARKINGS/STRIPING	-	-	-	85,000	-
20-570-5501.1004	RESIDENTIAL STREET IMPROVEMENT	960	-	75,000	660,000	-
20-570-5501.1507	SUBERBIA - REHABILITATION (GAS TAX)	148,648	-	-	-	-
20-570-5501.2101	SUBERBIA - REHABILITATION (RMRA SB-1)(c/o from FY20-21)	157,715	-	-	-	-
20-570-5501.2102	WOODCREST & CARRIER ROW ST (SB-1)	19,398	-	209,685	-	-
20-570-5501.2103	STORM DRAIN MANAGEMENT PLAN (GAS TAX)	64,860	-	10,140	-	-
20-570-5501.2304	NEW DUTCH HAVEN ST IMP (SB-1)	14,798	462,500	264,280	-	-
20-570-5501.2305	BLOOMFIELD ST IMPROVEMENT PROJECT (C/O)	-	300,000	23,741	300,000	-
20-563-6010	TRANSFERS OUT - GENERAL FUND	120,000	120,000	120,000	120,000	-
	TOTAL EXPENDITURES	526,379	882,500	702,846	1,165,000	-
	NET CHANGE TO FUND BALANCE	(10,563)	(275,612)	(131,543)	(523,847)	641,153
	ENDING FUND BALANCE	225,616	(215,422)	94,073	(429,774)	211,379



City of Los Alamitos
Special Revenue Fund - Public Safety Augmentation
For Fiscal Year 2023-24, 2024-25

		2021-22	2022-23	2022-23	2023-24	2024-25
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	12,902	18,487	36,693	69,703	106,525
21-4110	SPL. SALES TAX AUGMENTATION (PROP 172)	133,404	132,966	137,779	141,672	141,672
21-4620	INVESTMENT EARNINGS	387	150	231	150	150
	TOTAL REVENUES	133,791	133,116	138,010	141,822	141,822
21-563-6010	TRANSFERS OUT - GENERAL FUND	110,000	105,000	105,000	105,000	105,000
	TOTAL EXPENDITURES	110,000	105,000	105,000	105,000	105,000
	NET CHANGE TO FUND BALANCE	23,791	28,116	33,010	36,822	36,822
	ENDING FUND BALANCE	36,693	46,603	69,703	106,525	143,347



City of Los Alamitos
Special Revenue - Supplemental Law Enforcement
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	142,269	69,919	188,848	234,530	265,730
22-4340	SLESF ALLOCATION	184,778	170,000	183,959	170,000	170,000
22-4620	INVESTMENT EARNINGS	1,801	1,200	1,723	1,200	1,723
	TOTAL REVENUES	186,579	171,200	185,682	171,200	171,723
22-563-6010	TRANSFERS OUT - GENERAL FUND	140,000	140,000	140,000	140,000	140,000
	TOTAL EXPENDITURES	140,000	140,000	140,000	140,000	140,000
	NET CHANGE TO FUND BALANCE	46,579	31,200	45,682	31,200	31,723
	ENDING FUND BALANCE	188,848	101,119	234,530	265,730	297,453



City of Los Alamitos
Special Revenue - AQMD (AB2766)
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	111,680	61,580	123,361	139,455	155,155
23-4319	AB 2766 REVENUES	10,817	15,000	15,000	15,000	15,000
23-4620	INVESTMENT EARNINGS	864	700	1,094	700	700
23-546-5440	SALE OF PROPERTY		-		-	-
	TOTAL REVENUES	11,681	15,700	16,094	15,700	15,700
23-570-5501.2101	WEBSITE MAINTENANCE		6,865			
	TOTAL EXPENDITURES		6,865	-	-	-
	NET CHANGE TO FUND BALANCE	11,681	8,835	16,094	15,700	15,700
	ENDING FUND BALANCE	123,361	70,415	139,455	155,155	170,855



City of Los Alamitos
Special Revenue - Street & Alley Improvements
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	6,754	6,790	6,804	6,857	6,907
24-4620	INVESTMENT EARNINGS	50	50	53	50	50
	TOTAL REVENUES	50	50	53	50	50
	TOTAL EXPENDITURES	-	-	-	-	-
	NET CHANGE TO FUND BALANCE	50	50	53	50	50
	ENDING FUND BALANCE	6,804	6,840	6,857	6,907	6,957



City of Los Alamitos
Special Revenue - Building Improvement Fund
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	102,142	18,626	233,403	298,230	376,630
25-4620	INVESTMENT EARNINGS	449	400	1,928	400	1,928
25-4910	TRANSFERS IN - GENERAL FUND	240,000	150,000	150,000	150,000	75,000
	TOTAL REVENUES	240,449	150,400	151,928	150,400	76,928
25-570-5503.1915	FENLEY PUMP STATION MOTOR/ROOF	100,926	-	-	-	-
25-570-5503.2101	COMMUNITY CTR FR DR/EMER EXIT	8,262		12,101	-	
25-570-5503.2306	COMMUNITY CTR DIVIDER PROJECT (C/O)		72,000		72,000	
25-570-5503.2307	DEMO PW & LATV BLDG		75,000	75,000	-	-
	TOTAL EXPENDITURES	109,188	147,000	87,101	72,000	-
	NET CHANGE TO FUND BALANCE	131,261	3,400	64,827	78,400	76,928
	ENDING FUND BALANCE	233,403	22,026	298,230	376,630	453,558



City of Los Alamitos
Special Revenue - Measure M
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	500,178	645,998	590,590	615,182	370,482
26-4899	MISC REVENUE		51,523		-	
26-4311.0002	MEASURE M2	284,090	226,690	226,690	227,000	228,000
26-4620	INVESTMENT EARNINGS	4,052	3,300	4,509	3,300	3,300
	TOTAL REVENUES	288,142	281,513	231,199	230,300	231,300
26-570-5501.1003	STREET MARKINGS/STRIPING	11,861	-		-	
26-570-5501.1008	PAVEMENT MGMT PROJECT		25,000	18,179	-	
26-570-5501.1307	ADA ACCESS RAMPS	38,850				
26-570-5501.1320	APARTMENT ROW HOWARD STREET, REAGAN TO MAPLE (CDBG MATCH)	(571)	-	11,945	-	
26-570-5501.1506	SUBURBIA - REHABILITATION (GAS TAX/MEAS M)(c/o from FY20-21)	49,124	-		-	
26-570-5501.1614	TREE PLANTING - CITYWIDE	41,432	-	51,252	-	
26-570-5501.1621	CERRITOS AVENUE BRIDGE GUARDRAIL	54,583	-		-	
26-570-5501.1740	ADA CERRITOS AVE SIDEWALKS		-	18,760	-	
26-570-5501.2102	SPEED SURVEY	540	-		-	
26-570-5501.2103	ARTERIAL AND RESIDENTIAL TREE TRIMMING	950	64,500	23,688	75,000	
26-570-5501.2104	STREET SIGNS AT INTERSECTIONS (ARTERIAL OVERHEAD)		-	31,140	-	
26-570-5501.2105	CATCH BASIN CPS PROJECT (MATCH)	961	51,523	50,563	-	
26-570-5501.2107	HOWARD AVE NOEL ST TO LEXINGTON DR (10% MATCH CDBG)		-	1,080	-	
26-570-5501.XXXX	CONCRETE/ADA RAMP PROJECT				50,000	
26-570-5501.XXXX	KATELLA AVENUE STREET PROJECT				300,000	
26-570-5501.XXXX	SIGNAL LIGHT REPLACEMENT PROJECT (LED)				50,000	
	TOTAL EXPENDITURES	197,730	141,023	206,607	475,000	-
	NET CHANGE TO FUND BALANCE	90,412	140,490	24,592	(244,700)	231,300
	ENDING FUND BALANCE	590,590	786,488	615,182	370,482	601,782



City of Los Alamitos
Special Revenue - Asset Seizure
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	20,760	21,411	21,623	4,255	4,305
27-4325	MISC. POLICE REIMBURSEMENT	447	-		-	
27-4335	FEDERAL ASSET FORFEITURES		-			
27-4620	INVESTMENT EARNINGS	416	400	300	50	50
	TOTAL REVENUES	863	400	300	50	50
27-2320	ASSET FORFEITURE	-	-	17,668	-	-
	TOTAL EXPENDITURES	-	-	17,668	-	-
	NET CHANGE TO FUND BALANCE	863	400	(17,368)	50	50
	ENDING FUND BALANCE	21,623	21,811	4,255	4,305	4,355



City of Los Alamitos
Special Revenue - Los Alamitos TV
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	75,848	52,084	73,947	50,533	36,713
28-4220	CHARTER (TW) PEG FEES	12,916	18,000	8,646	15,000	15,000
28-4222	VERIZON PEG FEES	5,162	6,900	1,726	5,000	5,000
28-4461	EVENT FILMING REIMBURSEMENT		6,500	6,500	6,500	6,500
28-4620	INVESTMENT EARNINGS	541	500	534	500	500
	TOTAL REVENUES	18,619	31,900	17,406	27,000	27,000
28-518-5209	DUES & SUBSCRIPTIONS		-		-	
28-518-5246	MEETING CABLECASTING	15,200	21,500	21,500	21,500	21,500
28-518-5260	CONTRACTUAL SERVICES		8,000	8,000	8,000	8,000
28-518-5273	EVENT FILMING		6,000	6,000	6,000	6,000
28-518-5287	TECHNOLOGY INTRNL SRVC CHG	5,320	5,320	5,320	5,320	5,320
28-518-5420	EQUIPMENT		5,000	-		-
	TOTAL EXPENDITURES	20,520	45,820	40,820	40,820	40,820
	NET CHANGE TO FUND BALANCE	(1,901)	(13,920)	(23,414)	(13,820)	(13,820)
	ENDING FUND BALANCE	73,947	38,164	50,533	36,713	22,893



City of Los Alamitos
Special Revenue - Office of Traffic Safety
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	70,056	66,149	83,872	94,547	105,047
29-4465	VEHICLE IMPOUND FEES	18,214	15,000	15,000	15,000	15,000
29-4620	INVESTMENT EARNINGS	602	500	675	500	675
	TOTAL REVENUES	18,816	15,500	15,675	15,500	15,675
29-563-6010	TRANSFERS OUT - GENERAL FUND	5,000	5,000	5,000	5,000	5,000
	TOTAL EXPENDITURES	5,000	5,000	5,000	5,000	5,000
	NET CHANGE TO FUND BALANCE	13,816	10,500	10,675	10,500	10,675
	ENDING FUND BALANCE	83,872	76,649	94,547	105,047	115,722



City of Los Alamitos
Special Revenue - Debt Service
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	249	255	3,255	3,261	2,992
31-4620	INVESTMENT EARNINGS		100			
31-4910	TRANSFERS IN - GENERAL FUND	213,500	215,500	215,500	211,500	207,500
	TOTAL REVENUES	213,500	215,600	215,500	211,500	207,500
31-560-7194	FISCAL AGENT FEE		1,325	1,325	1,325	1,325
31-560-7195	BOND INTEREST	130,494	129,169	129,169	125,444	121,194
31-560-7196	BOND PRINCIPAL	80,000	85,000	85,000	85,000	85,000
	TOTAL EXPENDITURES	210,494	215,494	215,494	211,769	207,519
	NET CHANGE TO FUND BALANCE	3,006	106	6	(269)	(19)
	ENDING FUND BALANCE	3,255	361	3,261	2,992	2,973



City of Los Alamitos
Special Revenue - Park Development
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	701,969	647,656	733,371	739,038	744,038
40-4620	INVESTMENT EARNINGS	5,268	4,400	5,667	5,000	5,000
40-4267	PARK IMPACT FEES		-		-	-
40-4380	CALRECYCLE GRANT	5,000				
40-4381	CAL RECYCLE SB1383 GRANT	21,134				
	TOTAL REVENUES	31,402	4,400	5,667	5,000	5,000
	TOTAL EXPENDITURES	-	-	-	-	-
	NET CHANGE TO FUND BALANCE	31,402	4,400	5,667	5,000	5,000
	ENDING FUND BALANCE	733,371	652,056	739,038	744,038	749,038



**City of Los Alamitos
Special Revenue - Capital Outlay
For Fiscal Year 2023-24, 2024-25**

	2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
BEGINNING FUND BALANCE	118	118	118	118	118
42-4931 TRANSFERS IN - DEBT SERVICE		-			
42-4620 INVESTMENT EARNINGS		-	-	-	-
TOTAL REVENUES	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
NET CHANGE TO FUND BALANCE	-	-	-	-	-
ENDING FUND BALANCE	118	118	118	118	118



City of Los Alamitos
Special Revenue - Traffic Improvement
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	273,375	72,132	274,983	278,163	283,163
44-4270	TRAFFIC MITIGATION FEES	156	15,000		2,000	2,000
44-4620	INVESTMENT EARNINGS	3,050	2,500	3,180	3,000	3,000
44-4899	MISCELLANEOUS REVENUE		275,000	275,000	-	-
	TOTAL REVENUES	3,206	292,500	278,180	5,000	5,000
44-570-5501.1719	BRIGGEMAN STREET WIDENING	1,598	275,000	275,000	-	-
	TOTAL EXPENDITURES	1,598	275,000	275,000	-	-
	NET CHANGE TO FUND BALANCE	1,608	17,500	3,180	5,000	5,000
	ENDING FUND BALANCE	274,983	89,632	278,163	283,163	288,163



City of Los Alamitos
Special Revenue - Vehicle & Equipment Replacement
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	878,108	264,001	891,378	653,872	197,872
50-4470	GARAGE INTERNAL SERVICE CHARGE	246,840	246,750	246,750	246,750	350,000
50-4480	VEHICLE CAPITL REPLCMNT CHARGE	70,000	70,000	70,000	70,000	70,000
	TOTAL REVENUES	316,840	316,750	316,750	316,750	420,000
50-546-5201	SUPPLIES	10,221	5,000	5,000	5,000	5,000
50-546-5225	AUTO PARTS - POLICE	50,964	10,000	12,847	70,000	15,000
50-546-5226	AUTO PARTS-RECREATION	182	500	500	5,000	500
50-546-5227	AUTO PARTS-PW	1,693	1,000	1,307	15,000	1,500
50-546-5228	AUTO PARTS-OTHER	27	-	694	-	-
50-546-5258	GASOLINE	88,198	83,000	83,000	120,000	110,000
50-546-5275	OUTSIDE SERVICES-PD	32,649	45,000	45,000	45,000	45,000
50-546-5276	OUTSIDE SERVICES-REC	317	5,000	7,248	5,000	5,000
50-546-5277	OUTSIDE SERVICES-PW	6,550	15,000	15,000	15,000	15,000
50-546-5278	OUTSIDE SERVICES-OTHER VEHICLE	130	-	8,490	-	-
50-546-5285	DEPRECIATION EXPENSE	89,726	95,000	95,000	95,000	95,000
50-546-5287	TECHNOLOGY INTRNL SRVC CHG	4,750	4,750	4,750	4,750	4,750
50-546-5435	EQUIPMENT - PW	7,163	15,000	358	78,000	15,000
50-546-5440	VEHICLES	11,000	90,000	90,000	170,000	50,000
50-546-7190	CAPITAL LEASE INTEREST		5,000	5,000	5,000	5,000
50-546-7191	CAPITAL LEASE PRINCIPAL		180,062	180,062	140,000	140,000
	TOTAL EXPENDITURES	303,570	554,312	554,256	772,750	506,750
	NET CHANGE TO FUND BALANCE	13,270	(237,562)	(237,506)	(456,000)	(86,750)
	ENDING FUND BALANCE	891,378	26,439	653,872	197,872	111,122



City of Los Alamitos
Special Revenue - Police Capital
For Fiscal Year 2023-24, 2024-25

		2021-22	2022-23	2022-23	2023-24	2024-25
		Actual	Adopted	Estimate	Proposed	Projection
	BEGINNING FUND BALANCE	178,602	178,602	161,632	199,829	239,829
51-4481	POLICE CAPITAL REPLACEMENT CHG	40,000	40,000	40,000	40,000	40,000
	TOTAL REVENUES	40,000	40,000	40,000	40,000	40,000
51-525-5420	EQUIPMENT	56,970	-	1,803	-	-
	TOTAL EXPENDITURES	56,970	-	1,803	-	-
	NET CHANGE TO FUND BALANCE	(16,970)	40,000	38,197	40,000	40,000
	ENDING FUND BALANCE	161,632	218,602	199,829	239,829	279,829



City of Los Alamitos
Special Revenue - Facilities, Streets, Parks, & Pool
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	621,917	611,684	614,033	707,095	117,095
52-4910	TRANSFERS IN - GENERAL FUND		100,000	100,000	100,000	100,000
	TOTAL REVENUES	-	100,000	100,000	100,000	100,000
52-570-5285	DEPRECIATION EXPENSE	7,340	-	-	-	-
52-570-5501.2005	ROUND #2 BLOOMFIELD FARQUHAR		40,000	-	40,000	
52-570-5501.2308	GENERATOR PROJECT (C/O)	544	650,000	6,938	650,000	
	TOTAL EXPENDITURES	7,884	690,000	6,938	690,000	-
	NET CHANGE TO FUND BALANCE	(7,884)	(590,000)	93,062	(590,000)	100,000
	ENDING FUND BALANCE	614,033	21,684	707,095	117,095	217,095



City of Los Alamitos
Special Revenue - Technology Replacement
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	274,232	346,438	346,438	186,549	131,049
53-4475	TECHNOLOGY INTERNAL SERVICE CH	190,000	190,000	190,000	190,000	200,000
53-4910	TRANSFERS IN	190,000				
	TOTAL REVENUES	380,000	190,000	190,000	190,000	200,000
53-570-5503.1931	CITY HALL GENERATOR		-		-	-
53-512-5201	SUPPLIES		2,000	2,176	5,000	2,000
53-512-5260	CONTRACTUAL SERVICES	101,117	77,000	77,000	77,000	77,000
53-512-5280	MAINTENANCE SUPPORT CONTRACT	29,212	41,000	41,000	41,000	41,000
53-512-5285	DEPRECIATION EXPENSE	8,380	7,500	7,500	7,500	7,500
53-512-5420	EQUIPMENT	31,648	10,000	150,533	40,000	10,000
53-512-5450	COMPUTERS	52,455	45,000	22,500	25,000	25,000
53-512-5451	SOFTWARE	84,982	105,966	49,180	50,000	50,000
	TOTAL EXPENDITURES	307,794	288,466	349,889	245,500	212,500
	NET CHANGE TO FUND BALANCE	72,206	(98,466)	(159,889)	(55,500)	(12,500)
	ENDING FUND BALANCE	346,438	247,972	186,549	131,049	118,549



City of Los Alamitos
Special Revenue - Self Insurance
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	292,379	216,047	431,010	513,539	383,266
54-4899	MISCELLANEOUS REVENUE	41,940	1,000		1,000	1,000
54-4910	TRANSFER IN - GEN FUND	660,000	660,000	660,000	560,000	700,000
	TOTAL REVENUES	701,940	661,000	660,000	561,000	701,000
54-561-5701	CLAIMS ADJUSTMENT EXPENSE		23,500		28,837	23,500
54-561-5211	WORKERS COMP CLAIMS	37,740	20,000	20,000	20,000	20,000
54-561-5212	WORKERS COMP INSURANCE	152,676	182,703	183,999	205,454	215,000
54-561-5214	LIABILITY CLAIMS	135,379	40,000	40,000	40,000	40,000
54-561-5215	LIABILITY INSURANCE	129,903	255,882	204,734	255,882	263,558
54-561-5221	PROPERTY INSURANCE	87,554	98,092	109,181	120,099	132,109
54-561-5260	CONTRACTUAL SERVICES	20,057	25,000	19,557	21,000	21,000
	TOTAL EXPENDITURES	563,309	645,177	577,471	691,272	715,167
	NET CHANGE TO FUND BALANCE	138,631	15,823	82,529	(130,272)	(14,167)
	ENDING FUND BALANCE	431,010	231,870	513,539	383,266	369,099



City of Los Alamitos
Special Revenue - Coronavirus Relief Fund
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Projection	2023-24 Estimate	2024-25 Projection
	BEGINNING FUND BALANCE	246,043	246,043	201,833	-	
55-4899	MISCELLANEOUS REVENUE	4,667	-	-		
55-4620	INVETMENT EARNINGS					
	TOTAL REVENUES	4,667	-	-	-	-
55-560-5001	SMALL BUSINESS GRANT AWARDS	-	-		-	-
55-560-5002	GRANT RELATED EXPENSES	48,877		201,833	-	-
	TOTAL EXPENDITURES	48,877	-	201,833	-	-
	NET CHANGE TO FUND BALANCE	(44,210)	-	(201,833)	-	-
	ENDING FUND BALANCE	201,833	246,043	-	-	-



City of Los Alamitos
Special Revenue - American Rescue Plan Act (ARPA)
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE	849,090	849,090	255,531	854,307	354,307
56-4899	MISCELLANEOUS REVENUE			1,363,442		
56-4620	INVESTMENT EARNINGS					
	TOTAL REVENUES			1,363,442	-	-
56-560-5001	GRANT AWARDS					
56-560-5002	GRANT RELATED EXPENSES	593,559		764,666	500,000	354,307
	TOTAL EXPENDITURES	593,559	-	764,666	500,000	354,307
	NET CHANGE TO FUND BALANCE	(593,559)	-	598,776	(500,000)	(354,307)
	ENDING FUND BALANCE	255,531	593,559	854,307	354,307	-



City of Los Alamitos
Special Revenue - Economic Development
For Fiscal Year 2023-24, 2024-25

		2021-22 Actual	2022-23 Adopted	2022-23 Estimate	2023-24 Proposed	2024-25 Projection
	BEGINNING FUND BALANCE		-	-	500,000	1,000,000
57-4910	TRANSFER FROM GEN FUND		500,000	500,000	500,000	
57-4620	INVESTMENT EARNINGS					
	TOTAL REVENUES		500,000	500,000	500,000	-
57-560-5001	GRANT AWARDS				-	-
57-560-5002	PROJECT RELATED EXPENSES				-	-
	TOTAL EXPENDITURES		-	-	-	-
	NET CHANGE TO FUND BALANCE		500,000	500,000	500,000	-
	ENDING FUND BALANCE		500,000	500,000	1,000,000	1,000,000



FY 2023-24

Capital Improvement Projects

CITY OF LOS ALAMITOS
Capital Improvement Projects
Fiscal Year 2023-24

PROJECT TITLE	FUNDING SOURCE	ACCOUNT	FY2023-24 PROJECTED
Regular Yearly Work			
ARTERIAL AND RESIDENTIAL TREE TRIMMING	Measure M	26-570-5501.2103	\$ 75,000
Special Funded Projects			
STREET IMPROVEMENT PROJECT (PENDING)	Measure Y	10-570-5501.2303	\$ 1,000,000
BLOOMFIELD STREET IMPROVEMENT PROJECT (PENDING)	Measure M	20-570-5501.2305	\$ 300,000
CONCRETE/ADA RAMP PROJECT	Measure M	26-570-5501.XXXX	\$ 50,000
KATELLA AVENUE STREET PROJECT	Measure M	26-570-5501.XXXX	\$ 300,000
STREET MARKINGS/STRIPING	Gas Tax	20-570-5501.1003	\$ 85,000
RESIDENTIAL STREET IMPROVEMENT	Gas Tax	20-570-5501.1004	\$ 660,000
SIGNAL LIGHT REPLACEMENT PROJECT (LED)	Gas Tax	26-570-5501.XXXX	\$ 50,000
Facilities			
COMMUNITY CTR DIVIDER PROJECT (PENDING)	Bldg Improvement	25-570-5503.2306	\$ 72,000
ELECTRIC SVC & WIRING UPGD - PD (PENDING)	Facilities	52-570-5501.2005	\$ 40,000
GENERATOR PROJECT (PENDING)	Facilities	52-570-5501.2308	\$ 650,000
General Fund (FY22-23 SURPLUS)			
LAUREL PARK TENNIS COURT PROJECT	Gen Fund	10-570-5501.XXXX	\$ 75,000
PD PROPERTY ROOM REMODEL	Gen Fund	10-570-5501.XXXX	\$ 85,000
BRADBURY/ROSSMOOR WAY SIGNAL LIGHT RELOCATION	Gen Fund	10-570-5501.XXXX	\$ 475,000
MEDIAN ISLAND CONCEPT & DESIGN PROJECT	Gen Fund	10-570-5501.XXXX	\$ 175,000
DEMO LATV/PW BLDG	Gen Fund	10-570-5501.XXXX	\$ 150,000
LABOURDETTE PARK PROJECT	Gen Fund	10-570-5501.XXXX	\$ 700,000
STERNS PARK PROJECT	Measure Y	10-570-5501.XXXX	\$ 300,000
COMMUNITY CTR KITCHENS REMODEL	Gen Fund	10-570-5501.XXXX	\$ 325,000
COMMUNITY CTR SOUND SYSTEM/AV UPGRADE	Gen Fund	10-570-5501.XXXX	\$ 75,000
STORAGE UNIT PD	Gen Fund	10-570-5501.XXXX	\$ 15,000
OUTDOOR AWNING & LIGHTING PD	Gen Fund	10-570-5501.XXXX	\$ 130,000
ROOM ADDITION PROJECT (PW BREAKROOM, LACTATING ROOM)	Gen Fund	10-570-5501.XXXX	\$ 150,000
CITYWIDE TRASH RECEPTACLES	Gen Fund	10-570-5501.XXXX	\$ 250,000
YOUTH CTR REMODEL (DESIGN)	Gen Fund	10-570-5501.XXXX	\$ 250,000
COUNCIL CHAMBER REMODEL (DESIGN)	Gen Fund	10-570-5501.XXXX	\$ 100,000
CIVIC CTR MASTER PLAN	Gen Fund	10-570-5501.XXXX	\$ 225,000
PD LOCKER ROOM REMODEL (DESIGN)	Gen Fund	10-570-5501.XXXX	\$ 75,000
PINE STREET (DESIGN)	Gen Fund	10-570-5501.XXXX	\$ 175,000
Funding Recap			
Pending CIP Projects			\$ 2,062,000
FY23-24 (FY22-23 Surplus)			\$ 3,730,000
FY23-24 Special Funds			\$ 1,220,000
Total Funded			\$ 7,012,000

CAPITAL IMPROVEMENT PROJECTS SUMMARY BY FUND - FISCAL YEAR 2023-24	
Gas Tax Fund (20)	\$ 1,045,000
Building Improvement (25)	\$ 72,000
Measure M Fund (26)	\$ 475,000
Facilities Streets and Parks (52)	\$ 690,000
General Fund (FY22-23 Surplus)	\$ 3,730,000
Measure Y	\$ 1,000,000
Total Capital Improvement Projects - Fiscal Year 2023-24 (Including Pending)	\$ 7,012,000

**SIDE LETTER AGREEMENT AMENDING
THE NOVEMBER 1, 2021 TO OCTOBER 31, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS (“CITY”)
AND THE TEAMSTERS LOCAL 911 (“TEAMSTERS”)**

The City of Los Alamitos (“City”) and TEAMSTERS LOCAL 911 (“TEAMSTERS”) (collectively, the “Parties”), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period November 1, 2021 to October 31, 2024 (“MOU”), do hereby agree and adopt this side letter agreement (“Side Letter Agreement”) amending the MOU related to MOU Section 5 (SALARY SCHEDULE ADJUSTMENTS) specifically as follows:

MOU SECTION 5 – SALARY SCHEDULE ADJUSTMENTS

Section 5 of the MOU shall be amended and restated as follows:

The City will increase the salary ranges of all represented classifications as provided below. Salary ranges shall be adjusted in accordance with the following:

<i>Effective November 7, 2021,</i>	<i>2.5%</i>
<i>Effective the first full pay period following November 1, 2022,</i>	<i>2.0%</i>
<i>Effective the first full pay period following November 1, 2023, (Exhibit A)</i>	<i>2.0%</i>

Effective the first full pay period following July 1, 2023, all members that are currently at Tier 2 and Tier 3 will move to Tier 1, at their current Step. Tier 3 and Tier 2 will be eliminated from the salary schedule and we will only have Tier 1. (Exhibit A)

Retention-Performance Bonus:

Effective July 1, 2023, upon completion of five (5) consecutive years of service as a Full Time Employee to the City of Los Alamitos, an employee will be eligible to receive a \$5,000 retention-performance bonus, and a \$10,000 retention-performance bonus at each five-year increment thereafter (i.e., years ten (10), fifteen (15), twenty (20) et cetera.). The retention-performance bonus will be awarded at each milestone evaluation/anniversary date where an employee earns at least a meets expectations (or equivalent) rating on his/her performance evaluation. This retention-performance bonus is not PERSable and will not be reported as pensionable compensation. The retention-performance bonus will be awarded on the milestone anniversary date only and not each year. The City will recognize one past milestone immediately from the employee’s current date of employment, if a milestone has passed.

The Parties understand and agree that this side letter and the amendment to MOU Section 5, as stated above.

TEAMSTERS LOCAL 911

CITY OF LOS ALAMITOS

By: _____
Steward, Amanda McDowell

By: _____
City Manager, Chet Simmons

Date: _____

Date: _____

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE JULY 2, 2023**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.14	19.04	20.01	20.99	22.04
			MONTHLY	3,144.27	3,300.27	3,468.40	3,638.27	3,820.27
			ANNUAL	37,731.20	39,603.20	41,620.80	43,659.20	45,843.20
120	Records Clerk	1	HOURLY	21.29	22.36	23.48	24.65	25.90
			MONTHLY	3,690.27	3,875.73	4,069.87	4,272.67	4,489.33
			ANNUAL	44,283.20	46,508.80	48,838.40	51,272.00	53,872.00
125	Maintenance Worker	1	HOURLY	22.82	23.95	25.14	26.39	27.72
			MONTHLY	3,955.47	4,151.33	4,357.60	4,574.27	4,804.80
			ANNUAL	47,465.60	49,816.00	52,291.20	54,891.20	57,657.60
126	Maintenance Worker 1	1	HOURLY	23.96	25.16	26.42	27.73	29.13
			MONTHLY	4,153.07	4,361.07	4,579.47	4,806.53	5,049.20
			ANNUAL	49,836.80	52,332.80	54,953.60	57,678.40	60,590.40
130	Secretary	1	HOURLY	24.21	25.43	26.69	28.02	29.43
			MONTHLY	4,196.40	4,407.87	4,626.27	4,856.80	5,101.20
			ANNUAL	50,356.80	52,894.40	55,515.20	58,281.60	61,214.40
135	Records Specialist	1	HOURLY	25.18	26.44	27.76	29.16	30.62
136	Community Liaison Officer		MONTHLY	4,364.53	4,582.93	4,811.73	5,054.40	5,307.47
			ANNUAL	52,374.40	54,995.20	57,740.80	60,652.80	63,689.60
140	Senior Maintenance Worker	1	HOURLY	26.50	27.83	29.22	30.67	32.21
145	Finance Assistant		MONTHLY	4,593.33	4,823.87	5,064.80	5,316.13	5,583.07
150	Mechanic		ANNUAL	55,120.00	57,886.40	60,777.60	63,793.60	66,996.80
152	Planning Aide							
155	Recreation Coordinator	1	HOURLY	26.73	28.09	29.49	30.97	32.52
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,633.20	4,868.93	5,111.60	5,368.13	5,636.80
			ANNUAL	55,598.40	58,427.20	61,339.20	64,417.60	67,641.60
160	Department Secretary	1	HOURLY	27.27	28.63	30.08	31.59	33.16
			MONTHLY	4,726.80	4,962.53	5,213.87	5,475.60	5,747.73
			ANNUAL	56,721.60	59,550.40	62,566.40	65,707.20	68,972.80
305	Senior Finance Assistant	1	HOURLY	29.42	30.90	32.44	34.05	35.74
			MONTHLY	5,099.47	5,356.00	5,622.93	5,902.00	6,194.93
			ANNUAL	61,193.60	64,272.00	67,475.20	70,824.00	74,339.20
170	Assistant Planner	1	HOURLY	30.50	32.03	33.62	35.31	37.07
175	Code Enforcement Officer		MONTHLY	5,286.67	5,551.87	5,827.47	6,120.40	6,425.47
			ANNUAL	63,440.00	66,622.40	69,929.60	73,444.80	77,105.60
180	Maintenance Foreman	1	HOURLY	30.76	32.30	33.92	35.60	37.39
185	Master Mechanic		MONTHLY	5,331.73	5,598.67	5,879.47	6,170.67	6,480.93
			ANNUAL	63,980.80	67,184.00	70,553.60	74,048.00	77,771.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE JULY 2, 2023**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
205	Lead Foreman	1	HOURLY	32.76	34.40	36.13	37.93	39.82
			MONTHLY	5,678.40	5,962.67	6,262.53	6,574.53	6,902.13
			ANNUAL	68,140.80	71,552.00	75,150.40	78,894.40	82,825.60
210	Accountant	1	HOURLY	34.71	36.45	38.27	40.17	42.18
			MONTHLY	6,016.40	6,318.00	6,633.47	6,962.80	7,311.20
			ANNUAL	72,196.80	75,816.00	79,601.60	83,553.60	87,734.40
195	Associate Planner	1	HOURLY	34.38	36.11	37.89	39.81	41.77
			MONTHLY	5,959.20	6,259.07	6,567.60	6,900.40	7,240.13
			ANNUAL	71,510.40	75,108.80	78,811.20	82,804.80	86,881.60
220	Management Analyst	1	HOURLY	39.05	40.99	43.04	45.20	47.45
			MONTHLY	6,768.67	7,104.93	7,460.27	7,834.67	8,224.67
			ANNUAL	81,224.00	85,259.20	89,523.20	94,016.00	98,696.00

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.50	19.42	20.41	21.41	22.48
			MONTHLY	3,206.67	3,366.13	3,537.73	3,711.07	3,896.53
			ANNUAL	38,480.00	40,393.60	42,452.80	44,532.80	46,758.40
120	Records Clerk	1	HOURLY	21.72	22.81	23.95	25.14	26.42
			MONTHLY	3,764.80	3,953.73	4,151.33	4,357.60	4,579.47
			ANNUAL	45,177.60	47,444.80	49,816.00	52,291.20	54,953.60
125	Maintenance Worker	1	HOURLY	23.28	24.43	25.64	26.92	28.27
			MONTHLY	4,035.20	4,234.53	4,444.27	4,666.13	4,900.13
			ANNUAL	48,422.40	50,814.40	53,331.20	55,993.60	58,801.60
126	Maintenance Worker 1	1	HOURLY	24.44	25.66	26.95	28.28	29.71
			MONTHLY	4,236.27	4,447.73	4,671.33	4,901.87	5,149.73
			ANNUAL	50,835.20	53,372.80	56,056.00	58,822.40	61,796.80
130	Secretary	1	HOURLY	24.69	25.94	27.22	28.58	30.02
			MONTHLY	4,279.60	4,496.27	4,718.13	4,953.87	5,203.47
			ANNUAL	51,355.20	53,955.20	56,617.60	59,446.40	62,441.60
135	Records Specialist	1	HOURLY	25.68	26.97	28.32	29.74	31.23
136	Community Liaison Officer		MONTHLY	4,451.20	4,674.80	4,908.80	5,154.93	5,413.20
			ANNUAL	53,414.40	56,097.60	58,905.60	61,859.20	64,958.40
140	Senior Maintenance Worker	1	HOURLY	27.03	28.39	29.80	31.28	32.85
145	Finance Assistant		MONTHLY	4,685.20	4,920.93	5,165.33	5,421.87	5,694.00
150	Mechanic		ANNUAL	56,222.40	59,051.20	61,984.00	65,062.40	68,328.00
152	Planning Aide							
155	Recreation Coordinator	1	HOURLY	27.26	28.65	30.08	31.59	33.17
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,725.07	4,966.00	5,213.87	5,475.60	5,749.47
			ANNUAL	56,700.80	59,592.00	62,566.40	65,707.20	68,993.60
160	Department Secretary	1	HOURLY	27.82	29.20	30.68	32.22	33.82
			MONTHLY	4,822.13	5,061.33	5,317.87	5,584.80	5,862.13
			ANNUAL	57,865.60	60,736.00	63,814.40	67,017.60	70,345.60
305	Senior Finance Assistant	1	HOURLY	30.01	31.52	33.09	34.73	36.45
			MONTHLY	5,201.73	5,463.47	5,735.60	6,019.87	6,318.00
			ANNUAL	62,420.80	65,561.60	68,827.20	72,238.40	75,816.00
170	Assistant Planner	1	HOURLY	31.11	32.67	34.29	36.02	37.81
175	Code Enforcement Officer		MONTHLY	5,392.40	5,662.80	5,943.60	6,243.47	6,553.73
			ANNUAL	64,708.80	67,953.60	71,323.20	74,921.60	78,644.80
180	Maintenance Foreman	1	HOURLY	31.38	32.95	34.60	36.31	38.14
185	Master Mechanic		MONTHLY	5,439.20	5,711.33	5,997.33	6,293.73	6,610.93
			ANNUAL	65,270.40	68,536.00	71,968.00	75,524.80	79,331.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
205	Lead Foreman	1	HOURLY	33.42	35.09	36.85	38.69	40.62
			MONTHLY	5,792.80	6,082.27	6,387.33	6,706.27	7,040.80
			ANNUAL	69,513.60	72,987.20	76,648.00	80,475.20	84,489.60
210	Accountant	1	HOURLY	35.40	37.18	39.04	40.97	43.02
			MONTHLY	6,136.00	6,444.53	6,766.93	7,101.47	7,456.80
			ANNUAL	73,632.00	77,334.40	81,203.20	85,217.60	89,481.60
195	Associate Planner	1	HOURLY	35.07	36.83	38.65	40.61	42.61
			MONTHLY	6,078.80	6,383.87	6,699.33	7,039.07	7,385.73
			ANNUAL	72,945.60	76,606.40	80,392.00	84,468.80	88,628.80
220	Management Analyst	1	HOURLY	39.83	41.81	43.90	46.10	48.40
			MONTHLY	6,903.87	7,247.07	7,609.33	7,990.67	8,389.33
			ANNUAL	82,846.40	86,964.80	91,312.00	95,888.00	100,672.00

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2021 TO JUNE 30, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA")**

The City of Los Alamitos ("City") and LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period JULY 1, 2021 to JUNE 30, 2024 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU Section 29 (Retention-Performance Bonus), specifically as follows:

MOU SECTION 29. – RETENTION-PERFORMANCE BONUS

Section 29. of the MOU shall be amended and restated as follows:

Effective July 1, 2023, upon completion of five (5) consecutive years of service to the City of Los Alamitos, an employee will be eligible to receive a \$5,000 retention-performance evaluation/anniversary date where he/she earns at least a meets expectations (or equivalent) rating on his/her performance evaluation. The five (5) year retention-performance bonus will be received on the milestone anniversary date only and not each year. The city will recognize one past milestone up to 9 years immediately from the employees current date of employment, if the milestone has past.

Upon completion of ten (10) years of sworn law enforcement service, including at least five (5) years of service at Los Alamitos Police Department, an employee will be eligible to receive a \$5,000 retention-performance bonus for each evaluation thereafter where he/she earns at least a meets expectations (or equivalent) rating on his/her performance evaluation.

The parties understand that the retention-performance bonus is not PERSable and will not be reported as pensionable compensation.

The Parties understand and agree that this side letter and the amendment to MOU Section 29, as stated above.

LOS ALAMITOS POLICE OFFICERS
ASSOCIATION

By: _____
President, Shaun Krogman

Date: _____

CITY OF LOS ALAMITOS

By: _____

Date: _____

RESOLUTION NO. 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY AND BENEFITS FOR EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES BY AMENDING RESOLUTION NUMBER 2021-25 AND REPEALING SALARY SCHEDULES TO RESOLUTION NUMBER 2023-09

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos; and,

WHEREAS, on November 15, 2021, the City Council adopted Resolution No. 2021-25 establishing the salaries and benefits for Non-Represented Employees of the City of Los Alamitos, which was thereafter modified by Resolution Nos. 2022-07 and 2022-24, on February 28, 2022 and July 18, 2022 respectively, and most recently by Resolution No. 2023-09 (the "Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos"); and,

WHEREAS, the City of Los Alamitos seeks to amend the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos by (1) eliminating Tier 2 from the Salary Schedule, and (2) establishing a retention-performance bonus program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Effective Date. This Resolution and the amendments to the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos specified herein shall become effective July 1, 2023.

SECTION 2: Salary Schedule. The City of Los Alamitos Executive Management & Non-Represented Employees Salary Schedule attached hereto as Exhibit "A" is hereby appended to and made a part of the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos and shall supersede and replace Exhibit "A" of Resolution No. 2023-09. The reference to Exhibits A1, A2, and A3 in Section 5 (Salary Ranges) of Resolution No 2023-09 is amended to refer only to Exhibits A1 and A2 of the Executive Management & Non-Represented Employees Salary Schedule.

SECTION 3: Elimination of Tier 2. All City staff at Tier 2 of the Salary Schedule as of June 20, 2023, shall move to Tier 1 at their current Step on the Effective Date of this Resolution, and as listed in Exhibit "A" attached hereto.

SECTION 4. Retention-Performance Bonus. Upon completion of five (5) consecutive years of service as a Full Time Employee to the City of Los Alamitos, an employee will be eligible to receive a \$5,000 retention-performance bonus, and a \$10,000 retention-performance bonus at each five-year increment thereafter (i.e., years ten (10), fifteen (15), twenty (20) *et cetera*.). The retention-performance bonus will be awarded at each milestone evaluation/anniversary date where an employee earns at least a meets expectations (or equivalent) rating on his/her performance evaluation. This retention-performance bonus is not PERSable and will not be reported as pensionable compensation. The retention-bonus will be awarded on the milestone anniversary date only and not each year. The City will recognize one past milestone immediately from the employee's current date of employment, if a milestone has passed.

SECTION 5. Continuing Force and Effect. Except as expressly modified above, all terms and conditions of the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos as set forth in Resolution 2023-09 shall remain unchanged and in full force and effect.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of June 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 20th day of June 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

Exhibit “A”

**The City of Los Alamitos Executive Management & Non-Represented Employees
Salary Schedule**

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES

SALARY SCHEDULE

EFFECTIVE JULY 2, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	1	C - E	HOURLY	40.13	42.14	44.24	46.45	48.78
				MONTHLY	6,956.09	7,303.61	7,668.31	8,052.11	8,455.00
				ANNUAL	83,473.08	87,643.30	92,019.73	96,625.30	101,460.00
324	Recreation Supervisor	1	C - E	HOURLY	36.63	38.63	40.76	42.99	45.36
326	Economic Development Supervisor			MONTHLY	6,349.82	6,696.14	7,064.93	7,452.43	7,862.40
328	Public Works Supervisor			ANNUAL	76,197.89	80,353.73	84,779.14	89,429.18	94,348.80
951	Deputy City Clerk								
330	Assistant to the City Manager	1	C - E	HOURLY	42.22	44.33	46.54	48.88	51.33
				MONTHLY	7,318.13	7,683.87	8,066.93	8,472.53	8,897.20
				ANNUAL	87,817.60	92,206.40	96,803.20	101,670.40	106,766.40
340	Finance Manager	1	MM - E	HOURLY	48.56	50.99	53.54	56.20	59.01
355	Recreation Manager		MM-E	MONTHLY	8,416.51	8,837.71	9,279.50	9,741.89	10,228.61
362	Administrative Services Manager		A - E	ANNUAL	100,998.14	106,052.54	111,354.05	116,902.66	122,743.30
365	Development Services Manager		MM - E						
370	City Clerk	1	A - E	HOURLY	43.20	45.36	47.64	50.02	52.52
				MONTHLY	7,488.00	7,862.40	8,257.60	8,670.13	9,103.47
				ANNUAL	89,856.00	94,348.80	99,091.20	104,041.60	109,241.60
373	City Clerk/ Director of Communication	1	A - E	HOURLY	45.36	47.64	50.02	52.52	55.14
				MONTHLY	7,862.40	8,257.60	8,670.13	9,103.47	9,557.60
				ANNUAL	94,348.80	99,091.20	104,041.60	109,241.60	114,691.20
380	Support Services Manager	1	MM - E	HOURLY	51.34	53.91	56.60	59.43	62.39
				MONTHLY	8,898.93	9,344.40	9,810.67	10,301.20	10,814.27
				ANNUAL	106,787.20	112,132.80	117,728.00	123,614.40	129,771.20
405	Finance Director	1	A - E	HOURLY	55.70	61.25	66.84	71.64	77.97
				MONTHLY	9,654.67	10,616.67	11,585.60	12,417.60	13,514.80
				ANNUAL	115,856.00	127,400.00	139,027.20	149,011.20	162,177.60
390	Police Captain	1	MM - E	HOURLY	64.16	67.37	70.75	74.28	78.00
				MONTHLY	11,121.07	11,677.47	12,263.33	12,875.20	13,520.00
				ANNUAL	133,452.80	140,129.60	147,160.00	154,502.40	162,240.00
400	Administrative Services Director	1	A - E	HOURLY	58.49	64.33	70.19	75.24	81.87
430	Recreation & Community Svcs Director			MONTHLY	10,138.27	11,150.53	12,166.27	13,041.60	14,190.80
				ANNUAL	121,659.20	133,806.40	145,995.20	156,499.20	170,289.60
410	Development Services Director	1	A - E	HOURLY	61.41	67.54	73.70	78.99	85.96
				MONTHLY	10,644.40	11,706.93	12,774.67	13,691.60	14,899.73
				ANNUAL	127,732.80	140,483.20	153,296.00	164,299.20	178,796.80
440	Police Chief	1	A - E	HOURLY	68.04	74.83	81.64	88.43	95.25
				MONTHLY	11,793.60	12,970.53	14,150.93	15,327.87	16,510.00
				ANNUAL	141,523.20	155,646.40	169,811.20	183,934.40	198,120.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

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MM = Mid-management

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CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	1	C - E	HOURLY	40.93	42.98	45.13	47.38	49.75
				MONTHLY	7,095.21	7,449.68	7,821.68	8,213.15	8,624.10
				ANNUAL	85,142.54	89,396.16	93,860.13	98,557.81	103,489.20
324	Recreation Supervisor	1	C - E	HOURLY	37.37	39.41	41.57	43.86	46.27
326	Economic Development Supervisor			MONTHLY	6,477.12	6,830.93	7,205.33	7,602.19	8,019.65
328	Public Works Supervisor			ANNUAL	77,725.44	81,971.14	86,463.94	91,226.30	96,235.78
951	Deputy City Clerk								
330	Assistant to the City Manager	1	C - E	HOURLY	43.06	45.22	47.47	49.86	52.36
				MONTHLY	7,463.73	7,838.13	8,228.13	8,642.40	9,075.73
				ANNUAL	89,564.80	94,057.60	98,737.60	103,708.80	108,908.80
340	Finance Manager	1	MM - E	HOURLY	49.53	52.00	54.60	57.33	60.20
355	Recreation Manager		MM-E	MONTHLY	8,584.84	9,014.08	9,464.79	9,938.03	10,434.93
362	Administrative Services Manager		A - E	ANNUAL	103,018.11	108,169.01	113,577.46	119,256.34	125,219.15
365	Development Services Manager		MM - E						
370	City Clerk	1	A - E	HOURLY	44.06	46.27	48.59	51.02	53.57
				MONTHLY	7,637.07	8,020.13	8,422.27	8,843.47	9,285.47
				ANNUAL	91,644.80	96,241.60	101,067.20	106,121.60	111,425.60
373	City Clerk/ Director of Communication	1	A - E	HOURLY	46.27	48.59	51.02	53.57	56.24
				MONTHLY	8,020.13	8,422.27	8,843.47	9,285.47	9,748.27
				ANNUAL	96,241.60	101,067.20	106,121.60	111,425.60	116,979.20
380	Support Services Manager	1	MM - E	HOURLY	52.37	54.99	57.73	60.62	63.64
				MONTHLY	9,077.47	9,531.60	10,006.53	10,507.47	11,030.93
				ANNUAL	108,929.60	114,379.20	120,078.40	126,089.60	132,371.20
405	Finance Director	1	A - E	HOURLY	56.81	62.48	68.18	73.07	79.53
				MONTHLY	9,847.07	10,829.87	11,817.87	12,665.47	13,785.20
				ANNUAL	118,164.80	129,958.40	141,814.40	151,985.60	165,422.40
390	Police Captain	1	MM - E	HOURLY	65.44	68.72	72.17	75.77	79.56
				MONTHLY	11,342.93	11,911.47	12,509.47	13,133.47	13,790.40
				ANNUAL	136,115.20	142,937.60	150,113.60	157,601.60	165,484.80
400	Administrative Services Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51
430	Recreation & Community Svcs Director			MONTHLY	10,341.07	11,374.13	12,408.93	13,301.60	14,475.07
				ANNUAL	124,092.80	136,489.60	148,907.20	159,619.20	173,700.80
410	Development Services Director	1	A - E	HOURLY	62.64	68.89	75.17	80.57	87.68
				MONTHLY	10,857.60	11,940.93	13,029.47	13,965.47	15,197.87
				ANNUAL	130,291.20	143,291.20	156,353.60	167,585.60	182,374.40
440	Police Chief	1	A - E	HOURLY	69.40	76.33	83.27	90.20	97.16
				MONTHLY	12,029.33	13,230.53	14,433.47	15,634.67	16,841.07
				ANNUAL	144,352.00	158,766.40	173,201.60	187,616.00	202,092.80
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

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