

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, November 20, 2023 – 5:30 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. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

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

B. CONFERENCE WITH LABOR NEGOTIATOR

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

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

6. PRESENTATIONS

A. Presentation of a Proclamation to Jamie Tran and Cynthia Sanchez in Recognition of Nurse Practitioner's Month

B. Presentation of a Proclamation to Joseph Luck and Nathan Peak, Co- Owners of Lucky Peak's Barbershop, in Recognition of Small Business Saturday

C. Presentation of a Certificate to Joseph Luck and Nathan Peak, Co-Owners of Lucky Peak's Barbershop, in Recognition of Being Featured in the Mayor's Business Spotlight

7. ORAL COMMUNICATIONS

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

8. 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.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

10. WARRANTS

A. Warrants (Finance)

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

Recommendation: Ratify the Warrants for the period from October 1, 2023, to October 31, 2023, in the amount of \$1,715,347.37.

Roll Call

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

11. CONSENT CALENDAR

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

A. Approval of Minutes

Approve the City Council Special Meeting Minutes of October 23, 2023.

B. Ordinance No. 2023-04 - Purchasing Policy (Finance)

This report provides information in connection with the City's current purchasing policy as codified in Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code, and consideration of modifications. Ordinance No. 2023-04 was introduced, read by title only, further readings waived and set for adoption at the August 21, 2023, Council meeting.

Recommendation: Adopt Ordinance No. 2023-04 entitled "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".

C. Update on City's Credit Rating (Finance)

This report will provide an update regarding the City's Credit Rating.

Recommendation: Receive and file the update on the City's Credit rating.

D. Amendment to City's Authorized Check Signers (Finance)

This report provides the Council with an update of the City's authorized check signers.

Recommendation: Authorize the City Manager to add the City Treasurer as a check signer and to remove the City Clerk.

E. PERS Trust Analysis (Finance)

Since adopting the City's Fiscal Sustainability Plan, the Budget Standing Committee and the Los Alamitos City Council have been exploring different methods of maximizing investment opportunities that result in net savings for the City's residents. Following 18 months of work with the Budget Standing Committee, a funding plan and policy was presented to the Council at the November 14, 2022, meeting, culminating in the adoption of Resolution 2022-33, PERS Unfunded Accrued Liability Pay-Down Funding Policy. This report provides the Council with a follow-up discussion on the PERS Unfunded Actuarial Liability (UAL) and consideration of possible additional funding analysis. The Budget Standing Committee discussed and recommend Council approval at its November 6, 2023, Special meeting.

Recommendation: Authorize the City Treasurer to initiate funding the City's Section 115 Trust with PARS for \$50,000 monthly installments to accelerate paying down the PERS Unfunded Liability.

F. Resolution No. 2023-26 - Minimum Hourly Wage Increase Effective January 1, 2024 (Finance)

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2024.

Recommendation: Adopt Resolution No. 2023-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2024 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2022-31."

G. Investment Policy Update (Finance)

This report provides the Council with an update on the City's Investment Policy and recommends amendments for allowable investments per the State Government Code.

Recommendation: Adopt Resolution No. 2023-25, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2023."

H. Resolution No. 2023-24 - Adopting the June 30, 2023 Measure M2 Expenditure Report (Finance)

Each agency that receives Measure M2 funds is required by the Orange County Transportation Authority to adopt an annual Expenditure Report to account for the use of Measure M2 funds.

Adopt Resolution No. 2023-24, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA,

CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2023."

I. Five-Year Contract with Flock Group, LLC (Police)

The Police Department seeks authorization to extend the contract for the Automated License Plate Reader (ALPR) program for an additional five years, expiring December 31, 2028.

Recommendation: Enter into a five-year Master Service Agreement with Flock Group, Inc. to lease twelve Automated License Plate Readers for a contract cost of \$168,000.

J. Annual Military Equipment Report(Police)

Assembly Bill 481 requires City Council approval of an Annual Military Equipment Report.

Recommendation: Approve the Annual Military Equipment Report per Assembly Bill No. 481.

K. Approval of Plans and Specifications and Authorization to Rebid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

The City of Los Alamitos 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. This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Street Rehabilitation Project (22/23-06). The City rejected initial construction bids that were publicly opened for the project on September 07, 2023. Five proposals were received, and the submitted bids surpassed the allocated budget.

Recommendation:

1. Approve the plans and specifications for the Bloomfield Street Rehabilitation Project (22/23-06); and,
2. Authorize Staff to advertise and solicit bid proposals.

L. Award of Plans and Specifications for the Demolition of Los Alamitos Television Production (LATV) Building at 10921 Oak Street Project (CIP No. 22/23-04) (Development Services)

This item recommends awarding a bid to begin the demolition of the Los Alamitos Television (LATV)/Public Works (PW) Building at 10921 Oak Street Project (CIP No. 22/23-04).

Recommendation:

1. Award construction for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04) in the amount of \$104,671.00 to Unlimited Environmental, Inc.; and,
2. Authorize the Mayor to execute the contract with Unlimited Environmental, Inc. for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04); and
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 20% or \$20,935.00.

M. Amendment No. 3 with North Star Land Care for Annual Park and Landscape Maintenance Services (citywide) (Development Services)

This item seeks approval of Amendment No. 3 with North Star for annual citywide park and landscape maintenance services for the amount of \$114,067.92.

Recommendation: Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with North Star Land Care for a one (1) year term for annual park and landscape maintenance services citywide through January 19, 2025, for a total amount of \$114,067.92.

N. Amendment No. 10 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item seeks approval of Amendment No. 10 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until November 20, 2024. The current Professional Services Agreement (PSA) expires on December 31, 2023.

Recommendation: Authorize the Mayor to execute Amendment No. 10 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring on November 24, 2024.

O. Resolution No. 2023-27 - Federal Transportation Improvement Program (FTIP) (Development Services)

Orange County Transportation Authority (OCTA) has requested the adoption of Resolution 2023-27 to affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program (FTIP).

Recommendation: Adopt Resolution No. 2023-27, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, WHICH CERTIFIES THAT LOS ALAMITOS HAS THE RESOURCES TO FUND THE PROJECTS IN THE FISCAL YEAR 2024/25 – 2029/30 TRANSPORTATION

IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM".

12. PUBLIC HEARING

A. Quimby In-Lieu Fees (Development Services)

Discussion of a proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study.

Recommendation:

1. Open the Public Hearing; and
2. Consider the draft ordinance and resolution: and, if appropriate,
3. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-05; and,
4. City Attorney Daudt read the title of Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.080 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN- LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."
5. Adopt Resolution No. 2023-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING UPDATED PARKLAND DEDICATION AND IN-LIEU FEES THAT MAY BE REQUIRED IN CONNECTION WITH THE APPROVAL OF NEW RESIDENTIAL SUBDIVISIONS PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE 66477 IN FULFILLMENT OF TITLE 16 (SUBDIVISIONS), CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF THE LOS ALAMITOS MUNICIPAL CODE."

13. DISCUSSION ITEM

A. Administrative Rules and Regulations Update; Discretionary Designations & Collateral Duty Assignments (Administration)

The Administrative Rules and Regulations (ARs) are an accumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. This report requests

amending and restating Administrative Rule 4.10 City Manager Discretionary Designations and Collateral Duty Assignments.

Recommendation:

1. Amend and Restate Administrative Regulation 4.10 – Deputy City Manager Designation that was adopted by Council action on February 1, 2023; and,
2. Authorize the City Manager to implement and modify as needed, Administrative

B. Resolution No. 2023-28 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2023 (Administration)

The City Council evaluated the City Manager's performance during closed session on October 23, 2023. Pursuant to the City Manager's Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance based incentive bonus, which may be awarded at the sole discretion of the City Council.

Recommendation:

1. Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.
2. Adopt Resolution No. 2023-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2023".

14. 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.

15. ADJOURNMENT

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



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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 10A

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 October 1, 2023 to October 31, 2023.

RECOMMENDATION

Ratify the Warrants for the period from October 1, 2023, to October 31, 2023, in the amount of \$1,715,347.37.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

The grand total of \$1,715,347.37 represents checks and electronic fund transfers for the period October 1, 2023 to October 31, 2023.

Attachment: 1. Warrants 11-20-23

CITY OF LOS ALAMITOS
A/P Warrants
November 20th, 2023

To Ratify

Pages:			
1	\$556.89	Warrant	10/03/2023
2-9	611,168.33	Warrant	10/04/2023
10-19	339,014.26	Warrant	10/18/2023
20-20	2,250.00	Advanced Warrant	10/24/2023
21	9,974.74	September Retirees	10/01/2023
22	211,989.29	Payroll	10/13/2023
23	198,684.77	Benefits & Withholdings	10/13/2023
24	223,753.93	Payroll	10/27/2023
25	117,955.16	Benefits & Withholdings	10/27/2023
Grand Total	<u><u>\$ 1,715,347.37</u></u>		

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

Craig Koehler
this 6th day of November, 2023

WARRANTS 10/03/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/STREET LIGHTS	GENERAL FUND	STREET MAINTENANCE	369.77
	PARKS	GENERAL FUND	PARK MAINTENANCE	32.58
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	<u>154.54</u>
			TOTAL:	556.89

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===== FUND TOTALS =====
10  GENERAL FUND                556.89
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      GRAND TOTAL:              556.89
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WARRANTS 10/04/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	SECURITY SERVICE CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	<u>3,755.00</u>
			TOTAL:	3,755.00
A LA WAFFLE, INC.	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>290.33</u>
			TOTAL:	290.33
ADAMSON POLICE PRODUCTS	FRONT VISOR DURANGO 82TH95	GARAGE FUND	GARAGE	1,563.08
	REMOVE OLD MDT UNIT 48-3	GARAGE FUND	GARAGE	<u>550.00</u>
			TOTAL:	2,113.08
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 08/06-08/1	GENERAL FUND	TRAFFIC	3,679.91
	CROSSING GUARDS 08/20-09/0	GENERAL FUND	TRAFFIC	7,374.63
	CROSSING GUARDS 09/03-09/1	GENERAL FUND	TRAFFIC	<u>6,667.92</u>
			TOTAL:	17,722.46
ANDERSON ELECTRICAL & LIGHTING SERVICE	POLICE DEPARTMENT KITCHEN	GENERAL FUND	BUILDING MAINTENANCE	590.00
	MOBILE OFFICE ELECTRICAL I	GENERAL FUND	BUILDING MAINTENANCE	1,780.00
	COMMUNITY CENTER LIGHT SWI	GENERAL FUND	BUILDING MAINTENANCE	<u>130.00</u>
			TOTAL:	2,500.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL @ COTTONWOOD P	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
BARBARA BANNERMAN	YOGA WITH BARBARA 06/27/23	GENERAL FUND	SPECIAL CLASSES	29.25
	YOGA WITH BARBARA 07/18/23	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA WITH BARBARA 08/08/23	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	48.75
BIG TOP RENTALS	PINESTREATS EQUIPMENT RENT	GENERAL FUND	SPECIAL EVENTS	<u>3,682.70</u>
			TOTAL:	3,682.70
BUCKS RANCH INC	BLDG MAINT COMMUNITY CTR	GENERAL FUND	BUILDING MAINTENANCE	<u>225.00</u>
			TOTAL:	225.00
CALIFORNIA CONSTRUCTION	COTTONWOOD PARK RESTROOM	GENERAL FUND	PARK MAINTENANCE	<u>1,150.00</u>
			TOTAL:	1,150.00
CANON FINANCIAL SERVICES, INC.	CONTRACT CHARGE 09/2023	GENERAL FUND	RECREATION ADMINISTRAT	254.64
	BW & CL METER USAGE 08/202	GENERAL FUND	RECREATION ADMINISTRAT	<u>346.78</u>
			TOTAL:	601.42
CHARLES ABBOTT ASSOCIATES, INC.	BLDG PERMIT SERVICES AUG 2	GENERAL FUND	BUILDING INSPECTION	<u>37,934.29</u>
			TOTAL:	37,934.29
CINDI S MASSENGALE	SPECIAL EVENTS CELEBRATE L	GENERAL FUND	SPECIAL EVENTS	<u>200.00</u>
			TOTAL:	200.00
CITY OF CYPRESS	WEST COMM JPA 2ND INSTALLM	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>193,674.63</u>
			TOTAL:	193,674.63
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COPPER BELLE INC	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>5,000.00</u>
			TOTAL:	5,000.00

WARRANTS 10/04/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COUNTY OF ORANGE TREASURER-TAX	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	2,684.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,892.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,958.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,507.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,947.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,639.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	1,628.00
	RPT PKG/EQUIP VIOLATIONS 0 GENERAL FUND		NON-DEPARTMENTAL	<u>1,497.50</u>
			TOTAL:	14,752.50
COUNTY OF ORANGE	SEWER FEES MUSEUM GENERAL FUND		FINANCE	433.16
	SEWER FEES COMMUNITY CENTE GENERAL FUND		FINANCE	5,115.94
	SEWER FEES POLICE DEPT/CIT GENERAL FUND		FINANCE	<u>4,194.44</u>
			TOTAL:	9,743.54
COUNTY OF ORANGE TREASURER-TAX	OCATS, CIRCUIT & SUPPORT 09 GENERAL FUND		COMMUNICATIONS TECHNOL	<u>1,273.33</u>
			TOTAL:	1,273.33
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA & CHERRY 07/2023 GENERAL FUND		STREET MAINTENANCE	636.51
	CERRITOS & BLOOMFIE 07/23 GENERAL FUND		STREET MAINTENANCE	74.00
	LOS AL & BRADBURY 07/2023 GENERAL FUND		STREET MAINTENANCE	296.00
	SIGNAL MAINTENANCE GENERAL FUND		STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	2,235.01
L.N. CURTIS AND SONS	UNIFORMS FOR GALLAUGHER GENERAL FUND		POLICE ADMINISTRATION	<u>382.33</u>
			TOTAL:	382.33
DANIELS TIRE SERVICE	ST STOCK TIRE REPLACEMENT GARAGE FUND		GARAGE	<u>356.80</u>
			TOTAL:	356.80
DARIN I. COUNCIL	COMMUNITY CTR KEYS GENERAL FUND		BUILDING MAINTENANCE	33.87
	COMMUNITY CTR KEYS GENERAL FUND		BUILDING MAINTENANCE	105.97
	PRESCHOOL KEYS GENERAL FUND		BUILDING MAINTENANCE	38.24
	COMMUNITY CTR KEYS GENERAL FUND		BUILDING MAINTENANCE	1,704.50
	WAREHOUSE KEYS GENERAL FUND		BUILDING MAINTENANCE	91.77
	COMM CTR DOOR KEY & SIDE G GENERAL FUND		BUILDING MAINTENANCE	<u>1,097.65</u>
			TOTAL:	3,072.00
DATA TICKET, INC.	AUGUST 2023 MONTHLY CHARGE GENERAL FUND		TRAFFIC	<u>613.25</u>
			TOTAL:	613.25
DIGITAL SCEPTER CORPORATION	RENEWAL SUB 10/21-10/21/20 TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			<u>4,447.98</u>
			TOTAL:	4,447.98
DONNOE & ASSOCIATES INC	2023 POLICE SERGEANT PROMO GENERAL FUND		POLICE ADMINISTRATION	<u>11,500.00</u>
			TOTAL:	11,500.00
ENRIQUE VILLEGAS PADILLA	FILM INSTALLATION: CITY HA GENERAL FUND		BUILDING MAINTENANCE	<u>7,500.00</u>
			TOTAL:	7,500.00
ENTERPRISE FM TRUST	MONTHLY VEHICLE LEASES 09/ GARAGE FUND		GARAGE	<u>8,756.70</u>
			TOTAL:	8,756.70
ESKO SYSTEMS INC	SHADES POLICE DEPT GENERAL FUND		BUILDING MAINTENANCE	8,111.00
	POLICE DEPARTMENT SHADES GENERAL FUND		BUILDING MAINTENANCE	<u>700.00</u>
			TOTAL:	8,811.00

WARRANTS 10/04/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EUGENIO GONZALEZ	SHIRTS FOR CITY OF LOS ALA	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>3,365.99</u>
			TOTAL:	3,365.99
INTEGRITY NEWSPAPER INC.	ORDINANCE 2023-04	GENERAL FUND	CITY COUNCIL	190.00
	134725 PUBLIC NOTICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	240.00
	GOOD MORNING LOS AL	GENERAL FUND	PLANNING	500.00
	GOOD MORNING LOS AL	GENERAL FUND	PLANNING	500.00
	PARKLET 2023	GENERAL FUND	PLANNING	500.00
	PARKLET 2023	GENERAL FUND	PLANNING	1,000.00
	GOOD MORNING LOS AL	GENERAL FUND	PLANNING	1,000.00
	GOOD MORNING LOS AL	GENERAL FUND	PLANNING	500.00
	SHORT TERM RENTAL	GENERAL FUND	PLANNING	<u>280.67</u>
			TOTAL:	4,710.67
EWLES MATERIALS	CONCRETE DUMP PICKUP	GENERAL FUND	STREET MAINTENANCE	<u>150.00</u>
			TOTAL:	150.00
FIFTH ASSET INC	DEBTBOOK SUB 07/14/23-07/1	GENERAL FUND	FINANCE	<u>15,000.00</u>
			TOTAL:	15,000.00
FIVE ELEMENTS CONSULTING GROUP LLC	WOMEN'S CONFERENCE SPEAKER	GENERAL FUND	SPECIAL EVENTS	<u>1,000.00</u>
			TOTAL:	1,000.00
CARRI FOX	LINE DANCE DROP 06/07/23	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP 08/02/23	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE DROP 08/09/23	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE DROP 09/06/23	GENERAL FUND	SPECIAL CLASSES	29.40
	LINE DANCE DROP 09/13/23	GENERAL FUND	SPECIAL CLASSES	25.20
	LINE DANCE DROP 09/20/23	GENERAL FUND	SPECIAL CLASSES	<u>25.20</u>
			TOTAL:	197.40
KRISTIN DIMICELI	WOMEN'S CONFERENCE SPEAKER	GENERAL FUND	SPECIAL EVENTS	<u>500.00</u>
			TOTAL:	500.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	5,762.85
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	8,635.06
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	4,168.93
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	<u>833.61</u>
			TOTAL:	19,400.45
GREGORY MILES	MAINT ELECTRICAL FOR TRAIL	GENERAL FUND	BUILDING MAINTENANCE	<u>2,260.00</u>
			TOTAL:	2,260.00
HI-WAY SAFETY, INC.	KEEP RIGHT SYMBOL (2)	GENERAL FUND	STREET MAINTENANCE	<u>166.15</u>
			TOTAL:	166.15
HINDERLITER, DE LLAMAS & ASSOCIATES	CONTRACT SERVICES Q1/2023	GENERAL FUND	FINANCE	600.00
	AUDIT SERVICES Q1/2023	GENERAL FUND	FINANCE	1,288.45
	CONTRACT SERVICES Q1/2023	GENERAL FUND	FINANCE	900.00
	AUDIT SERVICES Q1/2023	GENERAL FUND	FINANCE	<u>222.29</u>
			TOTAL:	3,010.74
JARED E. LLOYD	HCE DROP IN 08/24/2023	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 09/03/2023	GENERAL FUND	SPORTS	528.00
	HCE DROP IN 09/05/2023	GENERAL FUND	SPORTS	208.00
	HCE DROP IN 09/12/2023	GENERAL FUND	SPORTS	352.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HCE DROP IN 09/14/2023	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 09/19/2023	GENERAL FUND	SPORTS	<u>288.00</u>
			TOTAL:	1,728.00
PACIFIC SECURED EQUITIES, INC.	ADMIN CLAIM FEES OCT 2023	SELF INSURANCE TRU INSURANCE		<u>1,181.95</u>
			TOTAL:	1,181.95
INTERNATIONAL CITY RACING, INC.	DECOR CELEBRATE LOS AL	AMERICAN RESCUE PL NON - DEPARTMENTAL		<u>800.00</u>
			TOTAL:	800.00
K&S AIR CONDITIONING, INC.	A/C THERMOSTAT CITY HALL 2	GENERAL FUND	BUILDING MAINTENANCE	<u>1,016.18</u>
			TOTAL:	1,016.18
KNIGHT LEADERSHIP SOLUTIONS	WOMEN'S CONFERENCE SPEAKER	GENERAL FUND	SPECIAL EVENTS	<u>1,000.00</u>
			TOTAL:	1,000.00
JOSE MARTINEZ	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	725.00
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	90.00
	ADMINISTRATION CAR WASH	GARAGE FUND	GARAGE	45.00
	RECREATION CAR WASH	GARAGE FUND	GARAGE	145.00
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	230.00
	PUBLIC WORKS CAR WASH	GARAGE FUND	GARAGE	90.00
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	<u>810.00</u>
			TOTAL:	2,135.00
LEADSONLINE LLC	YEARLY SUB 11/1-10/31/2024	GENERAL FUND	INVESTIGATION	<u>2,154.00</u>
			TOTAL:	2,154.00
LIEBERT CASSIDY WHITMORE	LEGAL SERVICES 08/2023	GENERAL FUND	CITY ATTORNEY	2,677.50
	LITIGATION SERVICES 08/202	GENERAL FUND	CITY ATTORNEY	382.50
	LITIGATION SERVICES 08/202	GENERAL FUND	CITY ATTORNEY	<u>85.00</u>
			TOTAL:	3,145.00
YING LIU	PORTRAIT WORKSHOP 08/26/23	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP 09/02/23	GENERAL FUND	SPECIAL CLASSES	<u>117.00</u>
			TOTAL:	224.25
LONG BEACH SOCCER REFEREE ASSOCIATION	ADULT SOCCER REFEREE FEES	GENERAL FUND	SPORTS	<u>912.00</u>
			TOTAL:	912.00
MACLEOD WATTS INC	GASB 68 REPORT FY 22/23	GENERAL FUND	FINANCE	<u>2,000.00</u>
			TOTAL:	2,000.00
MAIN STREET MATERIALS	AQUAPATCH & FREIGHT CHARGE	GENERAL FUND	STREET MAINTENANCE	<u>1,801.77</u>
			TOTAL:	1,801.77
MAMA'S KITCHEN YL LP	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>5,000.00</u>
			TOTAL:	5,000.00
MANHATTAN STITCHING COMPANY, INC.	SPECIAL EVENT WOMENS CONFE	GENERAL FUND	SPECIAL EVENTS	<u>883.55</u>
			TOTAL:	883.55
MARK HERNANDEZ	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>1,694.00</u>
			TOTAL:	1,694.00
MCGRATH RENTCORP	DELIVERY & RENT 08/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	3,967.11

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
			TOTAL:	3,967.11	
MICHELLE MULLER	TUITION REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,673.00	
			TOTAL:	2,673.00	
MISC. VENDOR	TEREI PEARSON	REFUND: LIGHTS NOT WORKING	GENERAL FUND	NON-DEPARTMENTAL	24.00
	TEREI PEARSON	REFUND: LIGHTS NOT WORKING	GENERAL FUND	NON-DEPARTMENTAL	11.00
	JOSE POMPA	LIGHTS NOT WORKING REFUND	GENERAL FUND	NON-DEPARTMENTAL	24.00
	JOSE POMPA	LIGHTS NOT WORKING REFUND	GENERAL FUND	NON-DEPARTMENTAL	19.25
	STEPHEN D GROSFELD	STEPHEN D GROSFELD:OVERPAY	GENERAL FUND	NON-DEPARTMENTAL	80.00
	NATALIA BARZOTTI	NATALIA BARZOTTI:SPECIAL E	GENERAL FUND	SPECIAL EVENTS	500.00
			TOTAL:	658.25	
NORM'S AUTOMOTIVE CENTER, INC.	2021 DODGE CHARGE (PD48-3)	GARAGE FUND	GARAGE	54.95	
	2021 DODGE DURANGO (PD 48-	GARAGE FUND	GARAGE	54.95	
	2017 DODGE CHARGER (PD48-6	GARAGE FUND	GARAGE	49.95	
	2017 DODGE CHARGER (PD 48-	GARAGE FUND	GARAGE	54.95	
			TOTAL:	214.80	
ORANGE COUNTY TREASURER-TAX COLLECTOR	NPDES COST SHARE FY23/24	GENERAL FUND	NPDES	221.45	
			TOTAL:	221.45	
ORANGE CYCLE INC.	BIKE MAINTENANCE	GENERAL FUND	PATROL	124.00	
	BIKE MAINTENANCE	GENERAL FUND	PATROL	124.00	
	BIKE MAINTENANCE	GENERAL FUND	PATROL	124.00	
	BIKE MAINTENANCE	GENERAL FUND	PATROL	124.00	
			TOTAL:	496.00	
ORKIN SERVICES OF CALIFORNIA, INC.	MONTHLY MAINT. COMM CTR 08	GENERAL FUND	BUILDING MAINTENANCE	120.00	
			TOTAL:	120.00	
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK COTTON PA	GENERAL FUND	PARK MAINTENANCE	580.00	
			TOTAL:	580.00	
PERFORMA LABS INC	UOF AND STRATEGIC COMM 23/	GENERAL FUND	PATROL	4,000.00	
			TOTAL:	4,000.00	
PFI OFFICE FURNUTURE	OFFICE SUPPLIES FURNITURE	GENERAL FUND	COMMUNITY DEVEL ADMIN	6,539.14	
			TOTAL:	6,539.14	
PRINTMASTERS	BANNER TRUNK OR TREAT	GENERAL FUND	ADMINISTRATION	49.16	
	NOTICE TO APPEAR CITATION	GENERAL FUND	TRAFFIC	1,529.50	
	PRESCHOOL BANNER	GENERAL FUND	SPECIAL CLASSES	152.95	
			TOTAL:	1,731.61	
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	1,282.58	
			TOTAL:	1,282.58	
MULTI SERVICE TECHNOLOGY SOLUTIONS, IN	RED WING SHOES (4)	GENERAL FUND	PARK MAINTENANCE	1,158.39	
	RED WING SHOES (2)	GENERAL FUND	PARK MAINTENANCE	525.56	
	RED WING SHOES (1)	GENERAL FUND	PARK MAINTENANCE	300.00	
	RED WING SHOE (1)	GENERAL FUND	PARK MAINTENANCE	300.00	
			TOTAL:	2,283.95	
SCA OF CA LLC	STREET SWEEPING 08/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99	
	STREET SWEEPING 07/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99	

WARRANTS 10/04/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	18,927.98
CHERYL J. SCHNITZER	LINE DANCE 09/11/23	GENERAL FUND	SPECIAL CLASSES	29.25
	LINE DANCE 09/18/23	GENERAL FUND	SPECIAL CLASSES	<u>48.75</u>
			TOTAL:	78.00
SDI PRESENCE LLC	IT SUPPORT SERVICES 10/202	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	5,871.00
	CLOUD BACK UP 10/2022	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,101.00
	SENTINEL ONE CONTROL 10/20	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	346.58
	SENTINEL ONE CONTROL 03/202	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	370.76
	SENTINELONE CONTROL 04/202	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	358.67
	T&M IT SUPPORT 04/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	11,115.00
	CLOUD BACK UP 04/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,191.00
	CLOUD BACKUP 05/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,191.00
	IT SUPPORT SERVICES 08/202	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	5,871.00
	IRONSCALES LICENSE 08/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	441.95
	T&M IT SUPPORT 08/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	5,438.75
	CLOUD BACKUP 08/2023	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,147.50
	SENTINEL ONE CONTROL 08/202	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	<u>382.85</u>
			TOTAL:	34,827.06
SECURE - A - DOOR	YOUTH CENTER DOOR REPAIR	GENERAL FUND	BUILDING MAINTENANCE	<u>1,177.00</u>
			TOTAL:	1,177.00
SINGER CONSTRUCTION	COLOR CHANGE MUSEUM FLOOR	GENERAL FUND	BUILDING MAINTENANCE	<u>9,957.00</u>
			TOTAL:	9,957.00
MCLEAN ENTERPRISES, INC.	CELEBRATE LOS AL SIGNAGE	GENERAL FUND	SPECIAL EVENTS	1,488.72
	RACE LOS AL SIGNAGE	GENERAL FUND	SPECIAL EVENTS	<u>1,262.32</u>
			TOTAL:	2,751.04
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	5 CONCRETE MIX BAGS 4500 P	GENERAL FUND	STREET MAINTENANCE	<u>43.60</u>
			TOTAL:	43.60
SO CAL SANITATION LLC	PMLB DOG PARK DOG FENCE SP	GENERAL FUND	SPECIAL EVENTS	<u>2,824.17</u>
			TOTAL:	2,824.17
SOCAL AUTO & TRUCK PARTS INC.	AUTO PARTS PD CHEVY SILVER	GARAGE FUND	GARAGE	<u>221.84</u>
			TOTAL:	221.84
SOHAIL SALEHZADEH	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>5,000.00</u>
			TOTAL:	5,000.00
SOUTHERN CALIFORNIA EDISON	OPERATING RENT 08/2023-08/	GENERAL FUND	PARK MAINTENANCE	<u>2,117.50</u>
			TOTAL:	2,117.50
SPARKLETTS DRINKING WATER	WATER SEPTEMBER 2023	GENERAL FUND	BUILDING MAINTENANCE	<u>1,072.77</u>
			TOTAL:	1,072.77
SPECTRUM ENTERPRISE	SPECTRUM TV 08/18-09/16/20	GENERAL FUND	ADMINISTRATION	66.47
	SPECTRUM TV 09/16-10/15/20	GENERAL FUND	ADMINISTRATION	74.77
	SPECTRUM VOICE 08/17-09/06	GENERAL FUND	ADMINISTRATION	<u>53.91</u>
			TOTAL:	195.15
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS 08/2023	GENERAL FUND	NON-DEPARTMENTAL	98.00
	AUG 2023 EMPLOYEE FINGERPR	GENERAL FUND	NON-DEPARTMENTAL	64.00

WARRANTS 10/04/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	162.00
STATE OF CALIFORNIA DEPT. OF HOUSING &	CA CODE REGULATIONS JAN-DE	GENERAL FUND	BUILDING INSPECTION	1,490.00
			TOTAL:	1,490.00
TABOON MEDITERRANEAN EXPRESS LLC	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	5,000.00
			TOTAL:	5,000.00
THAILUSION ENTERPRISES, LLC	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	1,707.56
			TOTAL:	1,707.56
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES 09/2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
TRACY MILLER CONSULTING, INC.	WOMEN'S CONFERENCE SPEAKER	GENERAL FUND	SPECIAL EVENTS	500.00
			TOTAL:	500.00
TRANSITIONS IN MOTHERHOOD	WOMEN'S CONFERENCE SPEAKER	GENERAL FUND	SPECIAL EVENTS	500.00
			TOTAL:	500.00
ULINE, INC.	PALLETS FOR WAREHOUSE	GENERAL FUND	BUILDING MAINTENANCE	401.40
	MOBILE OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	2,358.07
	BOLLARD HAND TRUCK	GENERAL FUND	BUILDING MAINTENANCE	194.31
	STREET BOLLARDS WALL BRACK	GENERAL FUND	BUILDING MAINTENANCE	217.62
			TOTAL:	3,171.40
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	73.00
			TOTAL:	73.00
UNITED STATES POSTMASTER	POSTAGE WINTER 2023 ACTIVI	GENERAL FUND	RECREATION ADMINISTRAT	1,242.64
	POSTAGE WINTER 2023 ACTIVI	GENERAL FUND	RECREATION ADMINISTRAT	726.18
			TOTAL:	1,968.82
VERIZON WIRELESS	CHIEF OF POLICE CELL 09/11	GENERAL FUND	POLICE ADMINISTRATION	41.48
	MDC 1-8 09/11-10/10/23	GENERAL FUND	PATROL	306.08
	PD JETPACKS 1-2 09/11-10/1	GENERAL FUND	PATROL	76.02
	21 OFFICERS CELL 09/11-10/	GENERAL FUND	PATROL	876.08
	3 MOBILE ID READERS 09/11-	GENERAL FUND	PATROL	124.44
	2 POLICE 4GLTE SIM 09/11-1	GENERAL FUND	PATROL	90.04
	CLO PHONE 09/11-10/10/23	GENERAL FUND	COMMUNITY OUTREACH	41.48
	4 CITY PHONES 09/11-10/10/	GENERAL FUND	COMMUNITY DEVEL ADMIN	206.44
	3 DETECTIVE CELL 09/11-10/	GENERAL FUND	PARK MAINTENANCE	124.44
			TOTAL:	1,886.50
WEST COAST ARBORISTS, INC.	GRID PRUNE AND PALM PRUNE	MEASURE M	CAPITAL PROJECTS	35,473.00
			TOTAL:	35,473.00
MICHELE M. WILKOSZ	GUITAR CLUB 03/13/23	GENERAL FUND	SPECIAL CLASSES	27.30
			TOTAL:	27.30
WOODRUFF & SMART, APC	LITIGATION SERVICES 08/202	GENERAL FUND	CITY ATTORNEY	5,949.40
	GENERAL ADVISORY 08/2023	GENERAL FUND	CITY ATTORNEY	23,331.00
	PROSECUTION SERVICES 08/202	GENERAL FUND	CITY ATTORNEY	4,810.00
			TOTAL:	34,090.40
WORLD TRADE PRINTING COMPANY	BANNERS	GENERAL FUND	SPECIAL EVENTS	487.20

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	SPECIAL EVENT SIGNAGE	GENERAL FUND	SPECIAL EVENTS	<u>1,070.19</u>
			TOTAL:	1,557.39

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

10	GENERAL FUND	496,717.47
26	MEASURE M	35,473.00
50	GARAGE FUND	13,798.22
53	TECHNOLOGY REPLACEMENT	39,275.04
54	SELF INSURANCE TRUST	1,181.95
56	AMERICAN RESCUE PLAN ACT	24,491.89
99	POOL CLEARING FUND	230.76

GRAND TOTAL:	611,168.33
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<u>VENDOR SORT KEY</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
ADMINSURE	WORKER'S COMP CLAIMS SEPT	GENERAL FUND	INSURANCE	<u>411.69</u>
			TOTAL:	411.69
AMERICREDIT FINANCIAL SERVICES, INC	2022 CHEVY TAHOE 08/2023	GARAGE FUND	GARAGE	1,209.21
	2022 CHEVY TAHOE 09/2023	GARAGE FUND	GARAGE	<u>1,184.21</u>
			TOTAL:	2,393.42
ANDERSON ELECTRICAL & LIGHTING SERVICE	OAK FIELD LIGHTS ASSESSEME	GENERAL FUND	SPORTS	<u>225.00</u>
			TOTAL:	225.00
THE BANK OF NEW YORK MELLON	2023-2024 ADMIN FEE	LAUREL PARK DEBT S	NON-DEPARTMENTAL	<u>1,325.00</u>
			TOTAL:	1,325.00
CINTAS CORPORATION NO. 2	FIRST AID REFILL SEPT 2023	GENERAL FUND	BUILDING MAINTENANCE	<u>1,805.06</u>
			TOTAL:	1,805.06
COLORADO FAMILY SUPPORT REGISTRY	ID # 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COSTAR REALTY INFORMATION, INC.	REALTY DATA OCT 2023	GENERAL FUND	ADMINISTRATION	<u>795.00</u>
			TOTAL:	795.00
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 09/23	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	1,228.50
DARIN I. COUNCIL	WAREHOUSE KEYS	GENERAL FUND	BUILDING MAINTENANCE	91.77
	COMMUNITY CTR KEYS	GENERAL FUND	BUILDING MAINTENANCE	<u>557.38</u>
			TOTAL:	649.15
DATA TICKET, INC.	CODE ENFORCEMENT CITATION	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>50.00</u>
			TOTAL:	50.00
DITCHEY GEIGER LLC ATTORNEY FOR INTERI	CLAIM SETTLEMENT DITCHEY G SELF INSURANCE TRU	INSURANCE		<u>7,719.08</u>
			TOTAL:	7,719.08
GANAHL LUMBER COMPANY	PINE STREAT CLEAN STREET S	GENERAL FUND	STREET MAINTENANCE	<u>11.44</u>
			TOTAL:	11.44
GEORGE HILLS COMPANY, INC.	FLAT FEE OCTOBER 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>1,291.67</u>
			TOTAL:	1,291.67
GOVINVEST	ACCOUNTING SOFTWARE	GENERAL FUND	FINANCE	<u>25,625.00</u>
			TOTAL:	25,625.00
GRAMMARLY INC	GRAMMARLY BUSINESS LICENS	GENERAL FUND	ADMINISTRATION	<u>10,150.00</u>
			TOTAL:	10,150.00
IEEE	WAREHOUSE RENT 11/2023	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>12,000.00</u>
			TOTAL:	12,000.00
IT SECURE ONE	120 ESET LICENSES 2 YEARS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>3,600.00</u>
			TOTAL:	3,600.00
JHM SUPPLY, INC.	IRRIGATION REPAIR STANSBUR	GENERAL FUND	PARK MAINTENANCE	<u>134.32</u>
			TOTAL:	134.32

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
KONICA MINOLTA PREMIER	COPIER LEASE 10/20-11/19/2	GENERAL FUND	FINANCE	576.46	
	COPIER MAINT 10/20-11/19/2	GENERAL FUND	FINANCE	<u>472.00</u>	
			TOTAL:	1,048.46	
JOSE MARTINEZ	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	730.00	
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	90.00	
	ADMIN CAR WASH	GARAGE FUND	GARAGE	45.00	
	RECREATION CAR WASH	GARAGE FUND	GARAGE	145.00	
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	90.00	
	PUBLIC WORKS CAR WASH	GARAGE FUND	GARAGE	<u>45.00</u>	
			TOTAL:	1,145.00	
LAURA COLE	ADVISORY OCTOBER 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>	
			TOTAL:	3,000.00	
LOS ALTOS TROPHY	ZENOVKA PLAQUE PLATES	GENERAL FUND	CITY COUNCIL	<u>37.60</u>	
			TOTAL:	37.60	
LOWE'S	LANDSCAPE MAINT FOR PARKLE	GENERAL FUND	PARK MAINTENANCE	262.68	
	POLICE DEPARTMENT REPAIR S	GENERAL FUND	BUILDING MAINTENANCE	<u>52.36</u>	
			TOTAL:	315.04	
MISC. VENDOR	BRISEIDA SANCHEZ	REFUND CLASS DOUBLE BOOKIN	GENERAL FUND	NON-DEPARTMENTAL	59.00
	KRISTINA ROMERO	PROVIDED WRONG DATE OF EVE	GENERAL FUND	NON-DEPARTMENTAL	60.00
	ELIANA UJUETA	REFUND PINESTREATS EVENT	GENERAL FUND	NON-DEPARTMENTAL	300.00
	CAROL HANAKI	CANCELED CLASS	GENERAL FUND	NON-DEPARTMENTAL	117.00
	CAROL HANAKI	CANCELED CLASS	GENERAL FUND	NON-DEPARTMENTAL	8.00
	SEYMOUR HELLIGAR	FACILITY RENTAL DEPOSIT RE	GENERAL FUND	NON-DEPARTMENTAL	150.00
	JANICE SHORE	JANICE SHORE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	109.71
	NICOLE SAIZ	NICOLE SAIZ:TRAVEL REIMBUR	GENERAL FUND	COMMUNITY OUTREACH	<u>140.56</u>
			TOTAL:	944.27	
MV CHENG ASSOCIATES, INC.	INTERIM HR DIREC SEPT 2023	GENERAL FUND	ADMINISTRATION	540.00	
	FINANCE MANAGER SEPT 2023	GENERAL FUND	FINANCE	<u>11,400.00</u>	
			TOTAL:	11,940.00	
NEWPORT EXTERMINATING	EXTERIOR TREATED PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00	
	RODENT CONTROL/BAIT REFILL	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>	
			TOTAL:	235.00	
NORTH STAR LAND CARE	LANDSCAPE MAINT JUNE 2023	GENERAL FUND	PARK MAINTENANCE	9,505.66	
	LANDSCAPE MAINT JULY 2023	GENERAL FUND	PARK MAINTENANCE	9,505.66	
	LANDSCAPE MAINT AUG 2023	GENERAL FUND	PARK MAINTENANCE	9,505.66	
	LANDSCAPE MAINT SEPT 2023	GENERAL FUND	PARK MAINTENANCE	<u>9,505.66</u>	
			TOTAL:	38,022.64	
ORKIN SERVICES OF CALIFORNIA, INC.	MONTHLY BLDG MAINT SEPT 20	GENERAL FUND	BUILDING MAINTENANCE	<u>120.00</u>	
			TOTAL:	120.00	
OUR LOS AL	MANAGEMENT SERVICES 10/202	GENERAL FUND	NON-DEPARTMENTAL	<u>2,083.33</u>	
			TOTAL:	2,083.33	
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>	
			TOTAL:	580.00	
PTS PROVIDERS INC	PAYPHONE SERVICES 10/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	43.00	

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	43.00
SAFEGUARD BUSINESS SYSTEMS INC.	W-2 SUPPLIES	GENERAL FUND	FINANCE	107.61
	CHECK SUPPLIES	GENERAL FUND	FINANCE	650.45
	AP CHECK SUPPLIES	GENERAL FUND	FINANCE	650.45
			TOTAL:	1,408.51
SCA OF CA LLC	STREET SWEEPING 09/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
SCOTT ANTHONY WINNINGHAM	WOMEN'S CONFERENCE EVENT S	GENERAL FUND	SPECIAL EVENTS	114.99
			TOTAL:	114.99
MCLEAN ENTERPRISES, INC.	BLANK ENVELOPES FOR PAYROL	GENERAL FUND	FINANCE	282.38
	YOUTH VOLLEYBALL POSTERS	GENERAL FUND	SPORTS	894.76
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	39.33
			TOTAL:	1,216.47
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	18,274.29
	PARKS	GENERAL FUND	PARK MAINTENANCE	207.94
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	288.83
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	95.02
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	10,759.34
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	9,244.19
			TOTAL:	38,869.61
SPECTRUM ENTERPRISE	FIBER INTERNET OCT 2023	GENERAL FUND	ADMINISTRATION	3,468.00
			TOTAL:	3,468.00
T & G GLOBAL LLC	HOLIDAY BANNER 50% PYMT	GENERAL FUND	STREET MAINTENANCE	6,425.41
	BANNER INSTALL 50% PYMT	GENERAL FUND	STREET MAINTENANCE	6,782.41
			TOTAL:	13,207.82
TACO SURF CANTINA INC	PINE STREATS GRANT	AMERICAN RESCUE	NON- DEPARTMENTAL	5,000.00
	PROGRAM	PL	TOTAL:	5,000.00
THE INTERSECT GROUP LLC	CONTRACT STAFF WEEK 07/02/	GENERAL FUND	FINANCE	1,279.52
	CONTRACT STAFF WEEK 07/16/	GENERAL FUND	FINANCE	2,559.04
	CONTRACT STAFF WEEK 07/23/	GENERAL FUND	FINANCE	1,919.28
	CONTRACT STAFF WEEK 07/30/	GENERAL FUND	FINANCE	2,559.04
			TOTAL:	8,316.88
U.S. BANK	DINE N DOUGH PROGRAM09/12	GENERAL FUND	NON-DEPARTMENTAL	126.69
	DINE N DOUGH PROGRAM 9/19	GENERAL FUND	NON-DEPARTMENTAL	157.32
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	4.49
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	29.43
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	52.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	138.14
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	68.76
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	29.98
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	41.17
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	115.60
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	23.03
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	13.88
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	14.31
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	127.03
	REFUND: LOCC	GENERAL FUND	CITY COUNCIL CITY	700.00-
	COUNCIL MTG MEAL EMPLOYEE	GENERAL FUND	COUNCIL CITY	114.63
	LUNCH AND LEARN	GENERAL FUND	COUNCIL CITY	45.74
	EMPLOYEE LUNCH AND LEARN	GENERAL FUND	COUNCIL CITY	621.15
	MURPHY YORBA LINDA CHAMBER	GENERAL FUND	COUNCIL CITY	100.00
	HIBARD YOUTH CRYSTAL HEART	GENERAL FUND	COUNCIL CITY	275.00
	DOBY YOUTH CRYSTAL HEARTS	GENERAL FUND	COUNCIL CITY	275.00
	HIBARD YOUTH CRYSTAL HEART	GENERAL FUND	COUNCIL CITY	302.77
	DOBY YOUTH CRYSTAL HEARTS	GENERAL FUND	COUNCIL CITY	316.52
	MURPHY 2023 HEROES LUNCHEO	GENERAL FUND	COUNCIL CITY	50.00
	HIBARD 2023 HEROES LUNCHEO	GENERAL FUND	COUNCIL CITY	50.00
	DOBY CHAMBER OF COMMERCE O	GENERAL FUND	COUNCIL CITY	30.00
	NEFUDA CHAMBER OF COMMERCE	GENERAL FUND	COUNCIL CITY	25.00
	HIBARD CHAMBER OF COMMERCE	GENERAL FUND	COUNCIL CITY	25.00
	COUNCIL DRINKS REFILL	GENERAL FUND	COUNCIL	39.19
	EMPLOYEE HEALTH FAIR	GENERAL FUND	ADMINISTRATION	45.74
	EMPLOYEE HEALTH FAIR LUNCH	GENERAL FUND	ADMINISTRATION	801.76
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	ADMINISTRATION	43.48
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	ADMINISTRATION	415.14
	ILLUSTRATOR AND ACROBAT SU	GENERAL FUND	ADMINISTRATION	59.98
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	ADMINISTRATION	68.97
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	ADMINISTRATION	192.61
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	ADMINISTRATION	87.98
	COVID19 TEST KITS	GENERAL FUND	ADMINISTRATION	262.14
	OCREGISTER.COM SUBSCRIPTIO	GENERAL FUND	ADMINISTRATION	26.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	157.30
	ST OF THE DISTRICT: CS,WQ,	GENERAL FUND	ADMINISTRATION	90.00
	ANNUAL MEMBERSHIP - QUINTA	GENERAL FUND	ADMINISTRATION	275.00
	SPRING CLEAN SHRED EVENT	GENERAL FUND	ADMINISTRATION	1,000.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	41.47
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	27.56
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	180.03
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	44.38
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	21.84
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	45.32
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	87.28
	EMPLOYEE ID BADGE	GENERAL FUND	ADMINISTRATION	100.00
	COPY PAPER - FINANCE	GENERAL FUND	ADMINISTRATION	297.98
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	20.01
	MONTHLY ADMIN FEE	GENERAL FUND	FINANCE	10.00
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	37.04
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	15.83
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	42.04
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	18.56
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	14.69
	COPY PAPER - ADMINISTRATIO	GENERAL FUND	FINANCE	297.99
	EMPLOYEE PINK POLOS	GENERAL FUND	NON-DEPARTMENTAL	1,400.00
	EMPLOYEE PINK POLOS	GENERAL FUND	NON-DEPARTMENTAL	1,400.00
	EMP APPAREL - OCT PINK POL	GENERAL FUND	NON-DEPARTMENTAL	1,177.29
	EMPLOYEE PINK POLOS	GENERAL FUND	NON-DEPARTMENTAL	1,400.00
	KITCHEN SINK	GENERAL FUND	POLICE ADMINISTRATION	816.75
	SHIPPING FOR SERGEANT TEST	GENERAL FUND	POLICE ADMINISTRATION	55.05
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	44.52

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES FOR ORAL INTERVIEW	GENERAL FUND	POLICE ADMINISTRATION	22.00
	ST OF THE DISTRICT: CLABOR	GENERAL FUND	POLICE ADMINISTRATION	30.00
	EMPLOYEE RECOGNITION LUNCH	GENERAL FUND	POLICE ADMINISTRATION	100.72
	EMPLOYEE RECOGNITION LUNCH	GENERAL FUND	POLICE ADMINISTRATION	91.19
	EMPLOYEE RECOGNITION LUNCH	GENERAL FUND	POLICE ADMINISTRATION	56.02
	REFUND	GENERAL FUND	POLICE ADMINISTRATION	11.96-
	EMPLOYEE RECOGNITION LUNCH	GENERAL FUND	POLICE ADMINISTRATION	18.77
	SHIPPING BACKGROUND DOCS	GENERAL FUND	POLICE ADMINISTRATION	9.65
	CHAMBER BREAKFAST	GENERAL FUND	POLICE ADMINISTRATION	25.00
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	28.00
	SUPPLIES FOR BACKGROUND DO	GENERAL FUND	POLICE ADMINISTRATION	9.65
	PARKING FEE	GENERAL FUND	POLICE ADMINISTRATION	2.50
	LODGING FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	204.54
	CERTIFIED FOR MAIL NOTARY	GENERAL FUND	POLICE ADMINISTRATION	19.14
	CERTIFIED MAIL FOR NOTARY	GENERAL FUND	POLICE ADMINISTRATION	13.55
	TRAINING CLASS	GENERAL FUND	PATROL	182.00
	HONOR GUARD UNIFORM	GENERAL FUND	PATROL	449.99
	WOOD FOR RANGE TRAINING	GENERAL FUND	PATROL	45.25
	HONOR GUARD UNIFORM JACKET	GENERAL FUND	PATROL	449.99
	REPORT WRITING TONER	GENERAL FUND	PATROL	217.55
	SWAT GEAR	GENERAL FUND	PATROL	1,028.58
	OFFICE SUPPLIES	GENERAL FUND	PATROL	24.02
	OFFICE SUPPLIES	GENERAL FUND	PATROL	605.89
	REFUND	GENERAL FUND	PATROL	15.28-
	REFUND	GENERAL FUND	PATROL	16.38-
	OFFICE SUPPLIES	GENERAL FUND	PATROL	52.95
	OFFICE SUPPLIES	GENERAL FUND	PATROL	117.41
	REFUND	GENERAL FUND	PATROL	6.54-
	NEW BATTERIES FOR BIKE TEA	GENERAL FUND	PATROL	436.96
	TRAINING CLASS	GENERAL FUND	INVESTIGATION	140.00
	REFUND TRAINING CLASS	GENERAL FUND	INVESTIGATION	140.00-
	TRAINING CLASS	GENERAL FUND	INVESTIGATION	385.00
	DETECTIVE SUPPLIES	GENERAL FUND	INVESTIGATION	42.55
	DETECTIVE UC SUPPLIES	GENERAL FUND	INVESTIGATION	45.30
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	16.68
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	44.08
	PROPERTY TRAINING	GENERAL FUND	RECORDS	175.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	35.08
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	14.38
	SWAG FOR SPECIAL EVENTS	GENERAL FUND	COMMUNITY OUTREACH	2,264.00
	PROCESSING FEE TRAINING CL	GENERAL FUND	COMMUNITY OUTREACH	4.82
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	62.13
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	12.50
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	58.97
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	130.18
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	16.41
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	24.18
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	24.88
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	15.30
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	40.40
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	55.12
	SUPPLIES FOR SPECIAL EVENT	GENERAL FUND	COMMUNITY OUTREACH	17.99
	LUNCH FOR SPECIAL EVENTS	GENERAL FUND	COMMUNITY OUTREACH	77.91
	SRO OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	44.66
	SRO OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	75.13

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SRO OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	65.84
	SRO OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	27.85
	EMERGENCY MGMT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	247.70
	EMERGENCY MGMT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	58.92
	EMERGENCY MGMT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	211.05
	VIP BANNERS	GENERAL FUND	EMERGENCY PREPAREDNESS	43.70
	EMERGENCY MGMT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	20.75
	EMERGENCY MGMT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	54.62
	PUBLIC WORKS OFFICE TV REM	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.89
	MOBILE OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.83
	CELEBRATE LOS AL DINNER PU	GENERAL FUND	COMMUNITY DEVEL ADMIN	83.44
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	COMMDEV FALL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.80
	ST OF THE DISTRICT: RN, IM	GENERAL FUND	COMMUNITY DEVEL ADMIN	90.00
	YOUTUBE TV - AUGUST 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	HERO LUNCH: RN, IM, EB, MM	GENERAL FUND	COMMUNITY DEVEL ADMIN	200.00
	COPY PAPER - COMM/DEV	GENERAL FUND	COMMUNITY DEVEL ADMIN	297.99
	COMM/DEV SUPPLIES - OCT 20	GENERAL FUND	COMMUNITY DEVEL ADMIN	39.99
	COMM DEV OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	5.75
	COMM DEV SUPPLIES - FRAMES	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.06
	COMM DEV SUPPLIES - CALL D	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.89
	COMM DEV SUPPLIES - BIRTHD	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.22
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	191.11
	RETURN RECEPTION CHAIR	GENERAL FUND	COMMUNITY DEVEL ADMIN	211.50-
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.39
	COMMDEV SNACK/DRINKS PLANN	GENERAL FUND	COMMUNITY DEVEL ADMIN	662.25
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	303.86
	ECONOMIC DEV TRAINING:IRVI	GENERAL FUND	COMMUNITY DEVEL ADMIN	900.00
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	271.91
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.17
	CELEBRATE LOS AL EMPLOYEE	GENERAL FUND	COMMUNITY DEVEL ADMIN	61.26
	COPY PAPER 11X17	GENERAL FUND	COMMUNITY DEVEL ADMIN	167.81
	COPY PAPER - PUBLIC WORKS	GENERAL FUND	PUBLIC WORKS ADMIN	297.98
	STREET MAINT GLOVES	GENERAL FUND	STREET MAINTENANCE	87.38
	STREET MAINT GLOVES	GENERAL FUND	STREET MAINTENANCE	87.36
	STREET MAINT GLOVES	GENERAL FUND	STREET MAINTENANCE	43.69
	ICLOUD STORAGE SEP 2023	GENERAL FUND	STREET MAINTENANCE	9.99
	MESH VESTS & CAR CHARGER P	GENERAL FUND	STREET MAINTENANCE	274.04
	TRAFFIC CONE SAFETY CLASS	GENERAL FUND	STREET MAINTENANCE	807.00
	SAFETY VEST PUBLIC WORKS C	GENERAL FUND	STREET MAINTENANCE	28.39
	NORTHERN TOOL ADV MEMBERSH	GENERAL FUND	STREET MAINTENANCE	43.69
	LAUREL PARK DRINK FOUNTAIN	GENERAL FUND	PARK MAINTENANCE	46.36
	PARK MAINTENANCE LAUREL PA	GENERAL FUND	PARK MAINTENANCE	27.64
	COMMUNITY CENTER REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	328.16
	MUSEUM PAINTING SHOE COVER	GENERAL FUND	BUILDING MAINTENANCE	21.84
	COMMUNITY CTR LIGHT REPAIR	GENERAL FUND	BUILDING MAINTENANCE	225.40
	LIGHT SWITCH	GENERAL FUND	BUILDING MAINTENANCE	240.35
	SIGNS FOR MOBILE OFFICE	GENERAL FUND	BUILDING MAINTENANCE	73.10
	LOS ALMITOS MUSEUM REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	440.00
	MOBILE OFFICE TV STAND	GENERAL FUND	BUILDING MAINTENANCE	143.96
	BATTERY VOLTAGE POLICE DEP	GENERAL FUND	BUILDING MAINTENANCE	183.05
	KITCHEN SUPPLIES POLICE DE	GENERAL FUND	BUILDING MAINTENANCE	249.28
	FLOORING - TRAILER	GENERAL FUND	BUILDING MAINTENANCE	1,228.30
	OFFICE SUPPLIES - TRAILER	GENERAL FUND	BUILDING MAINTENANCE	2,460.24
	OFFICE SUPPLIES - TV'S	GENERAL FUND	BUILDING MAINTENANCE	1,598.92
	LOS AL MUSEUM POD - SEPT 2	GENERAL FUND	BUILDING MAINTENANCE	83.35

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL MUSEUM POD - SEPT 2	GENERAL FUND	BUILDING MAINTENANCE	83.35
	ICE MACHINE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	632.56
	ICE MACHINE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	89.99
	OFFICE SUPPLIES TRAILER	GENERAL FUND	BUILDING MAINTENANCE	1,351.42
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	96.41
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	113.62
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	22.52
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	155.16
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	259.89
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.86
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	63.34
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	850.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	CPRS RENEWAL	GENERAL FUND	RECREATION ADMINISTRAT	150.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	44.20
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	108.83
	PHONE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	99.99
	ST OF THE DISTRICT: SISOEV	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	COPY PAPER - RECREATION	GENERAL FUND	RECREATION ADMINISTRAT	297.99
	CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	AMAZON PRIME ANNUAL MEMBER	GENERAL FUND	RECREATION ADMINISTRAT	151.86
	APPLE CLOUD STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	APPLE CLOUD STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	107.99
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	25.99
	COMMUNITY CTR MAT SERVI	GENERAL FUND	COMMUNITY SERVICES	411.98
	COMMUNITY CTR MAT SERVI	GENERAL FUND	COMMUNITY SERVICES	319.41
	LIFEVAC DAY CAMP PARK AND	GENERAL FUND	DAY CAMP	207.84
	SUMMER EXCURSION	GENERAL FUND	DAY CAMP	1,000.00
	YOUTH VOLLEYBALL EQUIPMENT	GENERAL FUND	SPORTS	33.04
	YOUTH VOLLEYBALL EQUIPMENT	GENERAL FUND	SPORTS	61.17
	REPLACEMENT BATTERY	GENERAL FUND	SPORTS	27.30
	REPLACEMENT TRASH CANS	GENERAL FUND	SPORTS	260.82
	BUMP CLINIC TSHIRTS	GENERAL FUND	SPORTS	193.95
	VOLLEYBALL	GENERAL FUND	SPORTS	86.26
	JR PEE WEE FOOTBALL	GENERAL FUND	SPORTS	106.96
	ADULT SOCCER TEAM GIFT FAL	GENERAL FUND	SPORTS	488.57
	ADULT SOCCER CHAMP TSHIRTS	GENERAL FUND	SPORTS	645.45
	YOUTH VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	104.80
	REFUND ADULT SOCCER TSHIRT	GENERAL FUND	SPORTS	76.28-
	ADULT SOCCER TSHIRTS SUM 2	GENERAL FUND	SPORTS	76.28
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	16.60
	PRESCHOOL SUPPLIES TSHIRTS	GENERAL FUND	SPECIAL CLASSES	572.66
	PRESCHOOL SUPPLIES TOTE BA	GENERAL FUND	SPECIAL CLASSES	371.24
	PRESCHOOL SUPPLIES BACK TO	GENERAL FUND	SPECIAL CLASSES	56.04
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	5.00
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	9.82

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	45.86
	PRESCHOOL SUPPLIES BACK TO	GENERAL FUND	SPECIAL CLASSES	49.82
	PRESCHOOL SUPPLIES BACK TO	GENERAL FUND	SPECIAL CLASSES	2.12
	PRESCHOOL SUPPLIES BACK TO	GENERAL FUND	SPECIAL CLASSES	13.10
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	2.00
	PRESCHOOL SUPPLIES BIKES	GENERAL FUND	SPECIAL CLASSES	54.61
	PRESCHOOL SUPPLIES BIKES	GENERAL FUND	SPECIAL CLASSES	152.68
	GENERAL SUPPLIES HDMI ADAP	GENERAL FUND	SPECIAL CLASSES	17.46
	PRESCHOOL SUPPLIES HELMET	GENERAL FUND	SPECIAL CLASSES	133.24
	PRESCHOOL SUPPLIES BIKES	GENERAL FUND	SPECIAL CLASSES	54.61
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	64.84
	SENIOR EXPO DRY CLEANING E	GENERAL FUND	SPECIAL EVENTS	32.00
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	8.00
	RACE LOS AL GIFT CARDS	GENERAL FUND	SPECIAL EVENTS	639.92
	CELEBRATE LOS AL STAFF SNA	GENERAL FUND	SPECIAL EVENTS	41.71
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	36.16
	GLOW RUN GIFT CARDS WINNER	GENERAL FUND	SPECIAL EVENTS	50.00
	GLOW RUN GIFT CARDS WINNER	GENERAL FUND	SPECIAL EVENTS	50.00
	CELEBRATE LOS AL DINNER ST	GENERAL FUND	SPECIAL EVENTS	670.44
	CELEBRATE LOS AL SOUND	GENERAL FUND	SPECIAL EVENTS	1,475.00
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	34.00
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	55.96
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	60.00
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.33
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	268.15
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	527.24
	CELEBRATE LOS AL DANCE FLO	GENERAL FUND	SPECIAL EVENTS	790.00
	SENSORY CALMING AREA SUPPL	GENERAL FUND	SPECIAL EVENTS	69.40
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	87.71
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	18.56
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	115.00
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	115.00
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	42.88
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	168.12
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	974.62
	GLOW RUN RETURN	GENERAL FUND	SPECIAL EVENTS	10.91-
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	38.80
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	87.35
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	38.80
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	37.98
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	76.46
	RACE LOS AL AD	GENERAL FUND	SPECIAL EVENTS	250.00
	CELEBRATE LOS AL	GENERAL FUND	SPECIAL EVENTS	196.05
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	33.04
	SOUND FOR STAGE	GENERAL FUND	SPECIAL EVENTS	1,475.00
	GLOW RUN	GENERAL FUND	SPECIAL EVENTS	28.93
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	183.40
	CELEBRATE LOS AL REFUND	GENERAL FUND	SPECIAL EVENTS	55.68-
	TRUNK OR TREAT HAY BALE RE	GENERAL FUND	SPECIAL EVENTS	172.40
	TRUNK OR TREAT TRAIN RIDE	GENERAL FUND	SPECIAL EVENTS	100.00
	SERVE LOS AL EQUIPMENT	GENERAL FUND	SPECIAL EVENTS	238.92
	TRUNK OR TREAT COSTUME CON	GENERAL FUND	SPECIAL EVENTS	64.46
	TRUNK OR TREAT COSTUME CON	GENERAL FUND	SPECIAL EVENTS	118.47
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	9.82
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	185.55
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	525.00

WARRANTS 10/18/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL FOUNDATION SPECIAL	GENERAL FUND	SPECIAL EVENTS	78.53
	LOS AL FOUNDATION SPECIAL	GENERAL FUND	SPECIAL EVENTS	58.90
	LOS AL FOUNDATION SPECIAL	GENERAL FUND	SPECIAL EVENTS	32.72
	RECREATION VAN - BATTERY	GARAGE FUND	GARAGE	960.62
	2022 CHEVY REGISTRATION RE	GARAGE FUND	GARAGE	1,101.00
	2022 CHEVY REGISTRATION RE	GARAGE FUND	GARAGE	21.47
	IT EQUIPMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	436.98
	IT EQUIPMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	184.63
	PINE STREETS AUG POD RENTA	AMERICAN RESCUE PL NON -	DEPARTMENTAL	228.91
	PINE STREETS FLORAL DECOR	AMERICAN RESCUE PL NON -	DEPARTMENTAL	86.93
	PINE STREETS MOVE POD	AMERICAN RESCUE PL NON -	DEPARTMENTAL	99.00
	PINE STREETS COMMAND HOOKS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	19.62
	ECONOMIC DEV AWARD SUBMITT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	125.00
	SIGNS FOR PINE STREETS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	51.99
	TABLE COVERS FOR PINE STRE	AMERICAN RESCUE PL NON -	DEPARTMENTAL	85.08
	PINESTREETS FLORAL	AMERICAN RESCUE PL NON -	DEPARTMENTAL	27.72
	PINESTREETS EVENT DECOR	AMERICAN RESCUE PL NON -	DEPARTMENTAL	49.08
	PINESTREETS EVENT DECOR	AMERICAN RESCUE PL NON -	DEPARTMENTAL	103.57
	PINE STREETS EVENT DECOR	AMERICAN RESCUE PL NON -	DEPARTMENTAL	<u>109.50</u>
	TOTAL:			61,864.58
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE MAINT 10/	GENERAL FUND	STREET MAINTENANCE	<u>41.50</u>
	TOTAL:			41.50
VERIZON	VEHICLE TRACKING 08/23-10/	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>91.70</u>
	TOTAL:			91.70
VERIZON WIRELESS	EMERGENCY PREP PHONES	GENERAL FUND	EMERGENCY PREPAREDNESS	165.92
	ADMINISTRATION PHONES	GENERAL FUND	COMMUNITY DEVEL ADMIN	306.59
	COMMUNITY DEVELOPEMENT PHO	GENERAL FUND	NEIGHBORHOOD PRESERVAT	81.49
	PUBLIC WORK PHONES	GENERAL FUND	STREET MAINTENANCE	<u>331.84</u>
	TOTAL:			885.84
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	11,742.65
	FUEL	GARAGE FUND	GARAGE	<u>375.79</u>
	TOTAL:			11,366.86
BEACH FOOD II, LLC	PINE STREETS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>4,840.99</u>
	TOTAL:			4,840.99
WEST COAST ARBORISTS, INC.	GRID PRUNING TREES	MEASURE M	CAPITAL PROJECTS	<u>10,073.70</u>
	TOTAL:			10,073.70
WILLDAN ENGINEERING	LANDSCAPE MEDIAN CONCEPTS	GENERAL FUND	NON-DEPARTMENTAL	1,946.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	1,820.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	2,241.50
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	9,600.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	10,042.00
	2022-2023 STREET IMPROVEME	GENERAL FUND	CAPITAL PROJECTS	9,089.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	351.75
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	<u>1,582.50</u>
	TOTAL:			36,672.75
WKS RESTAURANT CORPORATION	PINE STREETS GRANT PROGRAM	AMERICAN RESCUE PL	NON- DEPARTMENTAL	<u>2,950.64</u>
	TOTAL:			2,950.64

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

10	GENERAL FUND	270,700.46		
20	GAS TAX	1,934.25		
26	MEASURE M	10,073.70		
31	LAUREL PARK DEBT SERVICE	1,325.00		
50	GARAGE FUND	16,988.37		
53	TECHNOLOGY REPLACEMENT	4,264.61		
54	SELF INSURANCE TRUST	7,719.08		
56	AMERICAN RESCUE PLAN ACT	13,778.03		
99	POOL CLEARING FUND	12,230.76		

	GRAND TOTAL:	339,014.26		
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WARRANTS 10/24/2023

<u>VENDOR SORT KEY</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
MICHAEL J TANDIAME	ADOBE TRAINING 10/26/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>2,250.00</u>
			TOTAL:	2,250.00

===== FUND TOTALS =====			
10	GENERAL FUND	2,250.00	

	GRAND TOTAL:	2,250.00	

Retirees Medical Reimbursement

Date: October 01, 2023 Number of Transactions: 17 Total Batch: \$9,974.74

Payroll 10/13/2023

-----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	23,948.41	19,246.14	0.00	1,488.27	3,214.00	2,646.46	4,399.38	16,902.57	
10-512 Finance	12,833.68	11,507.20	0.00	0.00	1,326.48	1069.39	1475.08	10,289.21	
10-521 Police Administration	28,594.00	23,610.10	0.00	4,133.90	850.00	5,094.35	5,094.59	18,405.06	
10-522 Police- Patrol	90,155.44	57,911.26	18,801.37	6,859.06	6,583.75	14,335.47	13,379.73	62,440.24	
10-523 Police- Investigation	10,175.13	8,230.40	1,383.21	0.00	561.52	2,562.00	1,390.74	6,222.39	
10-524 Police- Records	10,429.32	6,925.80	0.00	306.20	3,197.22	724.80	1,455.89	8,248.63	
10-526 Police- Community Outreach	1,705.86	0.00	0.00	0.00	1,705.86	63.97	99.51	1,542.38	
10-527 Police-Youth Programs	5,097.79	3,676.50	480.11	245.10	696.08	947.74	632.46	3,517.59	
10-528 Police- Traffic	3,060.80	0.00	0.00	0.00	3,060.80	114.78	96.96	2,849.06	
10-531 Development Services- Administration	26,848.31	21,787.98	0.00	946.43	4,113.90	3,202.20	4,533.47	19,112.64	
10-532 Development Services- Planning	3,559.57	3,341.60	187.97	0.00	30.00	513.26	687.15	2,359.16	
10-533 Development Services- Neighborhood Preservation	4,476.86	2,562.40	0.00	0.00	1,914.46	291.31	585.17	3,600.38	
10-542 Development Services- Street Maintenance	11,116.20	9,211.70	0.00	1,319.50	595.00	1,542.85	929.92	8,643.43	
10-544 Development Services- Facility Maintenance	2,242.60	2,217.60	0.00	0.00	25.00	381.15	29.50	1,831.95	
10-545 Economic Development	3,290.80	3,260.80	0.00	0.00	30.00	253.64	205.22	2,831.94	
10-551 Recreation Administration	37,957.04	27,032.46	63.20	4,216.34	6,645.04	5,401.81	5,049.84	27,505.39	
10-556 Recreation- Sports	16,477.78	0.00	0.00	220.96	16,256.82	617.93	1,045.88	14,813.97	
TOTALS	\$292,892.79	\$201,445.14	\$20,915.86	\$19,735.76	\$50,796.03	\$39,799.61	\$41,103.89	\$211,989.29	

REGULAR INPUT: 109 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 109

BENEFITS & WITHHOLDINGS

DESC	REG	CD	ABBY	EARNINGS		DEDUCTIONS		TAXES	
				HR	AMOUNT	EMPLOYEE	EMPLOYER	TAXABLE	EMPLOYEE
REG	1624.34	125	I-125	0.00	\$201,445.14				
MILL	40.00	129	I-129	0.00	\$1,084.08				
PTNG	1,528.58	AFB	AFBPT	0.00	\$32,432.97				
PHED	68.75	CS1	CS-CO	0.00	\$2,036.91				
OT	4.50	DCI	DCICM	0.00	\$251.17				
OTS	239.98	DCM	DCICM	0.00	\$20,664.69				
MOT	0.00	DCN	DCNWR	0.00	\$227.25				
CAR	0.00	DCP	DCPNS	0.00	\$1,100.00				
CELL	0.00	DD1	DPEO1	0.00	\$1,030.00				
PHRC	0.00	DD2	DPEO2	0.00	\$496.64				
MEDR	0.00	DD3	DPEO3	0.00	\$5,950.00				
SPAS	0.00	DD4	DDN01	0.00	\$1,711.92				
SPSK	0.00	DD5	DDN02	0.00	\$127.84				
OCWD	0.00	DD6	DDN03	0.00	\$230.00				
OCWE	0.00	DI1	DC11	0.00	\$160.00				
UNIF	0.00	D1S	DISAF	0.00	\$150.00				
UN12	0.00	D1L	DCLIC	0.00	\$75.00				
FTO	0.00	IEA	IAEAD	0.00	\$148.16				
RTRO	0.00	L1F	LIFE	0.00	\$168.16				
ADML	52.00	LTD	A LTD	0.00	\$3,795.30				
COMP	48.00	MED	MEINS	0.00	\$1,575.98				
EAU	60.00	PBB	PBBB	0.00	\$3,176.58				
EAA	18.00	PB1	PEPME	0.00	\$0.00				
COMA	24.38	PB2	PEPME	0.00	\$0.00				
FLHO	23.50	PB3	PEPSE	0.00	\$1,072.61				
SICK	71.58	PB4	PEPSR	0.00	\$3,722.28				
VAC	133.33	PB5	POAS	0.00	\$6,393.01				
POST5	0.00	PB6	PRM8	0.00	\$200.00				
POST6	0.00	PB7	PRM8	0.00	\$450.00				
POST7	0.00	PB8	PRM8	0.00	\$2,384.15				
POST8	0.00	PB9	PRSB4	0.00	\$357.95				
BILL	0.00	PR6	PRSAF	0.00	\$200.00				
HOT	0.00	PR7	PRM8	0.00	\$55.00				
TOTALS	6,936.94				\$22,892.79				

DEDUCTION GRAND TOTALS

DESC	REG	CD	ABBY	EARNINGS		DEDUCTIONS		TAXES	
				HR	AMOUNT	EMPLOYEE	EMPLOYER	TAXABLE	EMPLOYEE
REG	1624.34	125	I-125	0.00	\$201,445.14				
MILL	40.00	129	I-129	0.00	\$1,084.08				
PTNG	1,528.58	AFB	AFBPT	0.00	\$32,432.97				
PHED	68.75	CS1	CS-CO	0.00	\$2,036.91				
OT	4.50	DCI	DCICM	0.00	\$251.17				
OTS	239.98	DCM	DCICM	0.00	\$20,664.69				
MOT	0.00	DCN	DCNWR	0.00	\$227.25				
CAR	0.00	DCP	DCPNS	0.00	\$1,100.00				
CELL	0.00	DD1	DPEO1	0.00	\$1,030.00				
PHRC	0.00	DD2	DPEO2	0.00	\$496.64				
MEDR	0.00	DD3	DPEO3	0.00	\$5,950.00				
SPAS	0.00	DD4	DDN01	0.00	\$1,711.92				
SPSK	0.00	DD5	DDN02	0.00	\$127.84				
OCWD	0.00	DD6	DDN03	0.00	\$230.00				
OCWE	0.00	DI1	DC11	0.00	\$160.00				
UNIF	0.00	D1S	DISAF	0.00	\$150.00				
UN12	0.00	D1L	DCLIC	0.00	\$75.00				
FTO	0.00	IEA	IAEAD	0.00	\$148.16				
RTRO	0.00	L1F	LIFE	0.00	\$168.16				
ADML	52.00	LTD	A LTD	0.00	\$3,795.30				
COMP	48.00	MED	MEINS	0.00	\$1,575.98				
EAU	60.00	PBB	PBBB	0.00	\$3,176.58				
EAA	18.00	PB1	PEPME	0.00	\$0.00				
COMA	24.38	PB2	PEPME	0.00	\$0.00				
FLHO	23.50	PB3	PEPSE	0.00	\$1,072.61				
SICK	71.58	PB4	PEPSR	0.00	\$3,722.28				
VAC	133.33	PB5	POAS	0.00	\$6,393.01				
POST5	0.00	PB6	PRM8	0.00	\$200.00				
POST6	0.00	PB7	PRM8	0.00	\$450.00				
POST7	0.00	PB8	PRM8	0.00	\$2,384.15				
POST8	0.00	PB9	PRSB4	0.00	\$357.95				
BILL	0.00	PR6	PRSAF	0.00	\$200.00				
HOT	0.00	PR7	PRM8	0.00	\$55.00				
TOTALS	6,936.94				\$22,892.79				

TOTALS

\$ 41,103.89 \$4,125.32

Payroll 10/27/2023

-----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	27,121.36	23,333.96	439.31	330.84	3,017.25	2,648.07	4,913.83	19,559.46	
10-512 Finance	12,361.40	11,433.65	0.00	73.55	854.20	1055.06	1445.32	9,861.02	
10-521 Police Administration	28,444.00	27,744.00	0.00	0.00	700.00	5,094.35	5,049.97	18,299.68	
10-522 Police- Patrol	84,829.46	51,030.55	17,774.00	10,147.05	5,877.86	13,617.63	13,898.57	57,313.26	
10-523 Police- Investigation	16,283.20	12,062.56	1,914.05	1,281.44	1,025.15	3,647.63	2,761.76	9,873.81	
10-524 Police- Records	11,142.25	7,004.33	38.12	344.48	3,755.32	767.50	1,609.57	8,765.18	
10-526 Police- Community Outreach	2,169.18	0.00	0.00	0.00	2,169.18	81.34	188.93	1,898.91	
10-527 Police-Youth Programs	5,934.42	3,321.80	1466.74	0.00	546.08	927.11	920.82	4,086.49	
10-528 Police- Traffic	3,625.87	0.00	0.00	0.00	3,625.87	135.97	166.38	3,323.52	
10-531 Development Services- Administration	26,661.37	21,542.67	0.00	1,091.73	3,026.97	3,199.69	4,482.50	18,979.18	
10-532 Development Services- Planning	3,929.30	3,341.60	587.70	0.00	0.00	513.26	811.69	2,604.35	
10-533 Development Services- Neighborhood Preservation	5,200.46	2,434.28	0.00	128.12	2,638.06	318.45	679.24	4,202.77	
10-542 Development Services- Street Maintenance	11,710.93	9,475.60	1542.53	527.80	155.00	1,532.66	1,041.72	9,136.55	
10-544 Development Services- Facility Maintenance	3,650.52	2,217.60	997.92	0.00	435.00	381.15	197.11	3,072.26	
10-545 Economic Development	3,260.80	3,260.80	0.00	0.00	0.00	253.64	199.20	2,807.96	
10-551 Recreation Administration	41,861.15	30,234.89	1156.65	3,195.51	7,274.10	5,620.26	5,684.27	30,556.62	
10-556 Recreation- Sports	20,664.65	0.00	0.00	1062.57	19,602.08	774.93	1,350.11	18,539.61	
TOTALS	\$309,773.52	\$210,061.29	\$25,917.02	\$18,183.09	\$55,612.12	\$40,605.20	\$45,414.39	\$223,753.93	

REGULAR INPUT: 119 MANUAL INPUT: 0 CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 118

BENEFITS & WITHHOLDINGS

	Employee/ Employer (MediCare)	Employee	Employer
Fed Taxes	Employee	\$38,707.76	\$34,337.62
State Taxes	Employee	\$10,895.09	\$4,370.14
ICMA	Employee	\$2,085.43	
PD Association	Employee	\$1,277.46	
LosAl Employees Assoc	Employee	\$320.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$3,205.74	\$1,602.87
PERS Deferred Comp	Employee	\$1,235.76	
PERS	Employee/ Employer	\$57,717.92	\$22,905.64
AFLAC	Employee		
PERS Medical	Employee/ Employer		
Delta Dental PQ	Employee/ Employer		
Delta Dental HMO	Employer		
VSP Vision	Employee/ Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$117,955.16	\$58,846.13
			\$40,785.29

DEDUCTION GRAND TOTALS

EARNINGS		DEDUCTIONS		TAXES	
DESC	HR\$	AMOUNT	CD	ABEV	EMPLOYEE
REG	4846.76	\$210,061.29	125	I-125	\$770.05
TRNG	1,788.75	\$37,735.12	129	I-129	\$192.31
PHCO	79.83	\$2,363.47	APP	AFLPT	\$163.06
ABST	20.00	\$0.00	CMP	CLOAN	\$30.72
OT	106.13	\$4,724.11	CS1	CS-CO	\$230.76
OTS	250.88	\$20,855.98	DC1	DCICN	\$2,347.60
STBY	4.00	\$336.93	DCN	DCICN	\$1,590.00
CAR	0.00	\$1,100.00	DCN	DCN	\$1,255.76
PHIC	0.00	\$496.64	DCP	DCP01	
MEDR	0.00	\$5,950.00	DD1	DDP01	
SEAS	0.00	\$2,111.32	DD2	DDP02	
SPSX	0.00	\$127.84	DD3	DDP03	
OCWD	0.00	\$250.00	DD4	DDM01	
OCWE	0.00	\$200.00	DD5	DDM02	
UNIF	0.00	\$150.00	DD6	DDM03	
UNIT2	0.00	\$75.00	DI1	DC1%	\$110.96
FTO	0.00	\$151.67	DIS	DISAF	\$162.68
RTRO	0.00	\$2,137.12	DLI	DCLIC	\$176.87
ADHL	40.00	\$2,013.80	LEA	LAZAD	\$320.00
COMP	72.00	\$3,270.97	LIF	LIFE	\$157.38
EAU	12.00	\$715.98	LTD	A LTD	\$93.10
EAA	66.00	\$0.00	MED	MDINS	\$7,452.41
COMA	41.14	\$0.00	PBB	PRSEB	\$481.97
FJIO	8.00	\$211.12	PN1	PEPME	\$5,595.23
SICK	108.25	\$3,510.77	PN2	PEPMR	
VAC	149.99	\$8,440.45	PN3	PEPSE	\$6,220.21
POST7	0.00	\$2,405.99	PN4	PEPFR	\$1,277.46
POST8	\$0.00	\$357.95	PN5	PEPFR	\$2,043.52

STBY	4.00	\$336.93	DCM	DC1CM	\$27,917.60	
CAR	0.00	\$1,100.00	DCN	DCNW	\$1,590.00	\$350.00
PHC	0.00	\$496.64	DCP	DCPRS	\$1,255.76	
MEDR	0.00	\$5,950.00	DD1	DPPO1		\$247.50
3FAS	0.00	\$2,111.32	DD2	DPPO2		\$253.80
SPSK	0.00	\$127.84	DD3	DPPO3		\$761.40
OCWD	0.00	\$250.00	DD4	DDMO1		\$30.84
OCWE	0.00	\$200.00	DD5	DDMO2		\$55.56
UNIF	0.00	\$150.00	DD6	DDMO3		\$123.30
UNI2	0.00	\$75.00	DI%	DC1%	\$110.96	
FTO	0.00	\$151.67	DUS	DISAF	\$162.68	
NTRO	0.00	\$2,137.12	DLI	DCLIC	\$176.87	
ADMIL	40.00	\$2,013.80	IEA	LAEND	\$320.00	
COMP	72.00	\$3,270.97	LIF	LIFE	\$157.38	
EAU	12.00	\$715.98	LTD	A LTD	\$93.10	
EAU	66.00	\$0.00	MED	MOINS	\$7,452.41	\$27,016.66
EAR	\$0.00		PSBB	PRGBB	\$481.97	
COMA	41.14	\$0.00	PSEB	PERME	\$5,595.23	\$5,548.66
FJIO	8.00	\$211.12	PNI	PERMR		
SICK	108.25	\$3,530.77	PN2	PEPSE	\$8,220.21	
4VAC	149.99	\$8,440.45	PN3	PEFSR		\$8,094.68
POST7	0.00	\$2,405.99	PN4	POAS	\$1,277.46	
POST8	\$0.00	\$357.95	PRO	PRM8	\$2,043.52	\$234.43
			PR1	PRSME		\$8,967.49
			PR2	PRSMR		\$12,201.45
			PR4	PRSSR		
			PR5	PRSS4		
			PR6	PRSAF	\$1,077.05	
			PR7	PRMB4	\$2,287.81	
			PR8	PRMAF	\$798.02	
			PR9	PRSCC	\$1,421.80	
			RTPT	RT-PT	\$685.80	
			SUR	SURVI	\$1,602.87	\$1,602.87
			V81	VIS1	\$55.80	
			V82	VIS2		\$85.12
			V83	VIS3		\$68.67
						\$205.80

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Monday, October 23, 2023

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, October 23, 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
Michael Claborn, Chief of Police
Michael Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Irving Montenegro Jr., Development Services Manager
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

3. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Authority: Government Code Section 54957

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Cal. Gov. Code § 54956.9(d)(2):
(Claim No. 0057769)

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager

Employee Organization: Los Alamitos Police Officers Association

Authority: Government Code Section 54957.6

D. CONFERENCE WITH LABOR NEGOTIATOR

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

E. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

RECESS

The City Council recessed into Closed Session at 5:30 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:14 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Murphy led the Pledge of Allegiance.

5. INVOCATION

Mayor Doby gave the Invocation.

6. PRESENTATIONS

Mayor Doby and the City Council presented the listed items. Item 6B was presented last.

A. Presentation of a Tile Plaque to Trini Zenovka for Her Service to the City of Los Alamitos

B. Presentation by Lora Young, Orange County Mosquito and Vector Control District, Regarding Vector and Vector-Borne Disease in Orange County

Ms. Young gave a PowerPoint presentation.

C. Presentation of a Certificate to Debbie Jackobs, Owner of Flags with a Flair, in Recognition of Being Featured in the Mayor's Business Spotlight

D. Presentation of a Commendation to the Los Alamitos Code Enforcement Staff in Recognition of Code Enforcement Appreciation Month

7. ORAL COMMUNICATIONS

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

Mayor Doby opened Oral Communications.

Sallie Rodman, resident, spoke regarding the rodent infestation in her neighborhood due to the solar project at the Joint Forces Training Base.

Mayor Doby closed Oral Communications.

8. 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 advised of the upcoming Good Evening, Los Alamitos! Event on November 16, 2023.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

Police Chief Claborn provided an update regarding the canine program.

Finance Director Koehler gave an overview of accrued interest on investments over the last quarter.

10. WARRANTS

A. Warrants (Finance)

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

Council Member Hibard and Council Member Murphy Council Member asked questions regarding several charges and received answers from Staff.

City Manager Simmons explained the history of the City Council supply budget and advised a reallocation to a new budget account could occur at Council's direction to help provide clarification on expenses.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants for the period from September 1, 2023 to September 30, 2023 in the amount of \$2,026,800.64.

Roll Call

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

11. CONSENT CALENDAR

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

Council Member Murphy had questions regarding item 11B.

Council Member Hibard had questions regarding items 11A, 11D, and 11E.

Motion/Second: Nefulda/Hibard

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

A. Approval of Minutes (Administration)

Approved the Regular Meeting Minutes of September 18, 2023.

Council Member Hibard requested the vote on page 6 be corrected to reflect she had voted no and Murphy had abstained.

B. Treasurer's Quarterly Investment Report - September 2023 (Finance)

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

Council Member Murphy asked questions regarding the investment holdings and requested a list of brokers.

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

C. Crossing Guard Services with All City Management, Inc. (Police)

The City of Los Alamitos has outsourced crossing guard services to All City Management Services, Inc. (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing-guard services since that time. The contract between the City and ACMS has exhausted all allowed extensions to date, and staff is supportive of continuing this relationship for

crossing guard services. This item proposes entering a new agreement with ACMS for the contained provision of crossing guard services.

The City Council:

1. Authorized the City Manager to enter into the Crossing Guard Services Agreement between All Cities Management and the City of Los Alamitos for the term of July 1, 2023 through June 30, 2025; and,
2. Allocated an additional \$30,500 to the Police Department account 10-528-5260, for Crossing Guard Services.

D. Approval of the Request for Proposals (RFP) 2023-06 and Authorization to Bid for an Armored Rescue and Response Vehicle (Police)

This item facilitated the solicitation of bids for the purchase of an armored rescue and response vehicle.

Council Member Hibard questioned why Los Alamitos would need to acquire an armored vehicle. Chief Claborn referred to the information contained in the Staff report and provided a response.

The City Council:

1. Approved the Request for Proposals (RFP) 2023-06 Armored Rescue and Response vehicle; and,
2. Authorized Staff to advertise and solicit bid proposals.

E. Award of Bid for Concrete Remediation (CIP 22/23-08) (Development Services)

This item recommended awarding a two-year contract to Southern California Precision Cutting Inc. to conduct a citywide sidewalk assessment and provide “On-Call” remediation services of sidewalk trip hazards with a lift of one-quarter inch to two inches in an amount not to exceed \$200,000.

Council Member Hibard referred to the Highlands and inquired about the City’s current concrete replacement expenses. City Manager Simmons and Development Services Director Noda clarified the first step of this contract would be to provide an assessment to identify areas that need to be repaired. Depending on the scope of the repair Precision Cutting would shave the concrete or Staff would coordinate the complete removal and replacement.

The City Council:

1. Awarded the bid for the on-call sidewalk assessment and remediation of concrete sidewalk trip hazards (CIP 22/23-08) in the amount not to

exceed \$200,000 for two years to Southern California Precision Cutting Inc.; and,

2. Authorized the Mayor to execute the contract with Southern California Precision Cutting Inc. for the project.

F. Community Development Block Grant (CDBG) Application Resolution for Fiscal Year 2024/2025 (Development Services)

This item recommended adoption of a Resolution of approval for the Fiscal Year 2024/2025 Community Development Block Grant (CDBG) project application with the County of Orange.

The City Council adopted Resolution No. 2023-22, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

G. Reject Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

Construction bids were publicly opened for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) on September 7, 2023 with five bids received. The submitted acceptable bids surpassed a feasible budget. Therefore, staff is recommending that Council reject the bid submitted and go back out for additional bids.

The City Council rejected all bids received for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06).

H. Purchase of one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 091521-NAF (Development Services)

This item sought approval to purchase one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program at a cost of \$83,524.46.

The City Council approved the purchase of one (1) 2024 Ford Super Duty F-550 DRW Stakebed Truck from National Auto Fleet Group via Sourcewell Contract No. 091521-NAF for an amount not to exceed \$83,524.46.

I. Disposal of Surplus Equipment (City Fleet and Equipment) (Development Services)

This item set forth a recommendation to dispose of surplus equipment and a fleet vehicle valued between \$8,975 - \$17,175.

The City Council declared the listed equipment and fleet as surplus and

authorize its disposal in accordance with Los Alamitos Municipal Code (LAMC), Section 2.60.020.

12. DISCUSSION ITEM

A. Projects of Significance Update - MyLosAlEngage (Administration)

This Item provided an update on automation processes related to enhancing the City's notification efforts related to projects of significance in the City.

City Manager Simmons summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council Member Hibard questioned if this platform would replace the Friday eNewsletter and if notification could be segmented by district. City Manager Simmons advised it would not replace the eNewsletter and that Staff is currently exploring all capabilities.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council received and filed.

B. Consideration of an Accelerated Warrant Report Policy (Finance)

This report provides information in connection with a proposed acceleration of the Warrant Report Policy.

City Manager Simmons summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council Member Hibard asked if this report would have more detailed information and a copy of the invoice. City Manager Simmons stated no and indicated the intent was to allow Council to ask questions and allow staff time to provide the answers.

Motion/Second: Nefulda/Hasselbrink

Unanimously Carried: The City Council approved the proposed accelerated distribution of the Warrant Register.

C. Resolution to Express Support for Actions to Retain Local Control Related to Local Zoning and Housing Issues (Administration)

This agenda item provides information on SB 9 which allows homeowners to create up to four homes on an existing parcel, in effect, eliminating single-family-only zoning. The item includes information on the charter cities of Carson, Del Mar, Redondo Beach, Torrance, and Whittier (Petitioner Cities) and their day in court arguing against the State of California on the constitutionality of SB 9.

City Manager Simmons summarized the staff report, referring to the information contained therein.

Motion/Second: Hibard/Nefulda

Unanimously Carried: The City Council supported retaining local control by adopting Resolution No. 2023-23, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES".

D. Los Alamitos Community Foundation and City of Los Alamitos Memorandum of Understanding (MOU), Los Alamitos Senior Club and City of Los Alamitos Agreement, Los Alamitos Museum Insurance (Recreation)

This agenda item provides draft Memorandum of Understandings (MOU) between the Los Alamitos Community Foundation and the City of Los Alamitos and the Agreement between the Los Alamitos Senior Club and the City of Los Alamitos. This item also addresses the reimbursement cost of insurance for both organizations, including the Los Alamitos Museum.

City Manager Simmons summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council and Staff discussed the following:

- The type of insurance currently carried by the Los Alamitos Community Foundation (LACF)
- MOUs would clarify the obligations of each entity and ensure adequate coverage
- LACF obtained a separate insurance policy for the sale of fireworks
- 501(c)3 status of all three city established entities
- Liability at events and ensuring there is no lapse in coverage
- Insurance coverage would be paid outright
- LACF sole purpose is to generate money for city and provides a direct benefit back to the City
- Senior Club provides volunteers to staff programming the City could not Staff otherwise

Motion/Second: Murphy/Hibard

Unanimously Carried: The City Council:

1. Reviewed and discussed the Memorandum of Understanding (MOU) with the Los Alamitos Community Foundation and the Agreement with the Los Alamitos Senior Club; and,

2. Authorized the Mayor to execute the Memorandum of Understanding with the Los Alamitos Community Foundation; and,
3. Authorized the Mayor to execute the Agreement with the Los Alamitos Senior Club; and,
4. Approved covering the cost of insurance for the Los Alamitos Community Foundation, Los Alamitos Senior Club, and Los Alamitos Museum.

E. Senior Services Master Plan (Recreation)

This item for Council consideration is the concept of a Senior Services Master Plan to serve as a framework for future programming and infrastructure needs to serve the older adult community in Los Alamitos for the next 20 years.

Recreation and Community Services Director Noda summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council and Staff discussed the following:

- Adoption of Master Plan allows the City to access additional funding sources and invest in the City's future
- Allows the City to properly serve the largest growing segment of our population
- Would allow the City to be one of the first cities to adopt a Senior Services Master Plan
- 20-year plan would allow for the consideration of aging infrastructure
- Interest for having resources and actives available to all different age and health groups of seniors
- Interest in providing services to keep the community together even when elderly neighbors have to move to assisted care facilities
- Interest in providing support for Alzheimer and Dementia

Motion/Second: Hasselbrink/Murphy

Unanimously Carried: The City Council:

1. Discussed the need and desire for a Senior Services Master Plan; and,
2. Directed Staff to proceed with facilitating a Senior Services Master plan; and,
3. Supported appropriating funds out of General Fund Reserves for the Senior Services Master Plan.

F. Staffing Recommendations (Administration)

This item proposed the conversion of three part-time Community Services Coordinators to full-time Recreation Coordinators in the Recreation & Community Services Department and a new full-time Department Secretary for Administration at Mid-Year. If the proposed plan of conversion from part-time to full-time occurs at Mid-Year, the fiscal impact to the Recreation & Community Services Department will be \$67,054. Annually, the fiscal impact will be approximately \$134,108. The cost for the Department Secretary for Administration will be at Mid-Year is \$58,047 and the annual fiscal impact is \$116,095.

City Manager Simmons summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council and Staff discussed the complete fiscal impact each position was listed; clarification regarding creative writing and video production requirement; and, differing skills and job sets were needed for a Clerical Assistant and Department Secretary.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council reviewed, discussed, and approved the proposal to convert three part-time Community Services Coordinators to full-time Coordinators and adding a new Department Secretary for Administration at Mid-Year.

G. Consideration to Implement "Revive Los Alamitos" (Development Services)

A discussion concerning the implementation of an Economic Development program intended to financially assist Los Alamitos-based businesses and commercial establishments by investing in their property through various methods.

Development Services Manager Montenegro summarized the Staff report referring to the information contained there and gave a PowerPoint Presentation.

City Council and Staff discussed the following:

- Façade improvement program working as a catalyst to get businesses to invest in their property
- Interest in incentives for blocks of businesses that participate
- Concern that property owners would use the façade improvements to raise rent
- Goal to build relationships between the City, property owners, and business owners
- Program would follow existing regulations within the Los Alamitos

Municipal Code

- Possibility of establishing a city-wide look in the future
- Interest in providing tax advice to property owners
- Non-profit organizations are required to obtain a no fee business license

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Reviewed and discussed the program structure and criteria; and,
2. Provided feedback; and,
3. Approved funding for the program at a cost of \$105,000.

H. Community Center Roof Project (Development Services)

The roof of the Community Center building has incurred significant damage from storms in the beginning of 2023. This item recommends actions to begin facilitating the repairs of the roof and damaged infrastructure.

Development Services Director Noda summarized the Staff report referring to the information contained therein and provided a PowerPoint presentation.

Council and Staff discussed the following:

- The difference between a roof repair and a roof replacement
- Potential State grant funding due to the state of emergency at the time
- Grant funding could be received at 12 months and 18 months
- If grant funding is not successful, funding could be pursued through insurance
- Community Center roof would remain flat do to structural limitations
- Overview of the issues with current roof and pooling effects at the drain pipe

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Approved the Carryover the \$500,000 for the Community Center Roof Project approved by Council at the March 20, 2023, Council Meeting; and,
2. Appropriated an additional \$1,290,952 from the General fund for the Community Center Roof Project; and,
3. Authorized the City Manager to execute a construction contract for the Community Center Roof Project, in a form to be approved by the City Attorney, in amount not to exceed \$1,790,952.

I. Award Sterns Park Playground and Fitness Equipment Purchase (Development Services)

This item was for the purchase of playground and fitness equipment directly from the manufacturer, GameTime, through the use of a cooperative purchasing agreement via OMNIA Partners. The purchase of the playground and fitness equipment is part of the Sterns Park Rehab Project and would enable greater cost savings and assurance that the project continues forward on its intended timeline.

Development Services Director Noda introduced the item and consultant Charles Foley with Hirsh and Associates.

Development Services Manager Montenegro summarized the Staff report referring to the information contained there and gave a PowerPoint Presentation.

Council and Staff discussed the following the estimated timeline for the project, the all-inclusive park redesign, and the benefits of utilizing a rubber surface.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Reviewed and discussed the proposal and purchasing agreement for GameTime playground and fitness equipment; and,
2. Authorized the City Manager to use a cooperative purchasing agreement, in a form approved by the City Attorney, for the playground and fitness equipment in the amount of \$239,899,85.

13. 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 spoke regarding attendance at the following: Regional Military Affairs Committee (RMAC); Pacific Air Show; Chamber of Commerce Breakfast; Orange County Tax Legislative Update; Cypress Prayer Breakfast; and, Cypress State of the City.

Council Member Murphy spoke regarding attendance at the following: Food Finder Farm to Tableau Event; hosted College Park Safety Meeting; Yorba Linda State of the City; Trunk or Treat; and Taste of Los Al.

Council Member Hasselbrink spoke regarding attendance at the following: Pilot Welcome at the Joint Forces Training Base; Pacific Air show; Tast of Los Al; Los Alamitos Elevate Women's Conference; and, Trunk or Treat. She requested the meeting be adjourned in honor of Rob Lowenberg.

Mayor Pro Tem Nefulda spoke regarding attendance at the following: Pacific Air Show; Chamber Breakfast; Orange County Sanitation District Board and Committee Meetings; and the Working Group meeting with the Los Alamitos Unified School District.

Mayor Doby spoke regarding attendance at the following: League of California Cities Annual Conference; Pilot Welcome at the Joint Forces Training Base; Youth Center Crystal Hearts Ball; filming at Flags with a Flair for the Business Spotlight; State of the District; Chamber Breakfast, Los Alamitos Elevate Women's Conference; Orange County Mosquito and Vector Control District Board Meeting; and, Trunk or Treat.

14. ADJOURNMENT

The City Council adjourned at 8:55 p.m. in memory of Rob Lowenberg, We Care.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Ordinance No. 2023-04 - Purchasing Policy

SUMMARY

This report provides information in connection with the City's current purchasing policy as codified in Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code, and consideration of modifications. Ordinance No. 2023-04 was introduced, read by title only, further readings waived and set for adoption at the August 21, 2023, Council meeting.

RECOMMENDATION

Adopt Ordinance No. 2023-04 entitled "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".

BACKGROUND

The City's procurement regulations, policies and procedures are codified at Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code (the "Purchasing Ordinance"). The Purchasing Ordinance was last amended in 2021. City Staff recommends the proposed amendments to the Purchasing Ordinance based on its experience working with the existing code and following a review of purchasing regulations in surrounding jurisdictions. The proposed Ordinance is intended to streamline the procurement process and provide anticipated gains in efficiency.

DISCUSSION

The current purchasing policy approvals are defined in Chapter 2.60 of the Los Alamitos Municipal Code (the "Purchasing Ordinance"). The Purchasing Ordinance has been in place for many years and has provided guidance for purchasing decisions. As the City's operations have expanded, so has the need to modify the Purchasing Ordinance to allow for more efficient operations. An updated Purchasing Ordinance was discussed with the Budget Standing Committee on May 9 and presented to the City Council on May 15. Incorporating the input from the Council, and upon further review by staff, additional refinements have been made to the proposed Purchasing Ordinance and were presented to Council on September 18. If approved by the City Council, proposed Ordinance No. 2023-04, would amend LAMC § 2.60. Below is a summary of the changes.

Defined Terms (Section 2.60.020)

The updated ordinance adds definitions for the terms "estimated value", "non-professional

services”, “professional services” and “purchase order” to assist readers and aide in the administration of the chapter.

Scope of Purchasing Policies and Procedures (Section 2.60.030)

The updated ordinance clarifies that Chapter 2.60 applies only to the purchase of supplies, equipment and services and not public works construction projects. Procedures and processes for the procurement of public works construction contracts are subject to the City Charter and the California Public Contract Code.

Delegation to Purchasing Agents (Section 2.60.050)

Under the existing ordinance, the City Manager is authorized to delegate any and all of his powers as the Purchasing Officer to any other City officer or employee. The updated ordinance refines this authorization. As updated, delegation may only be made to department heads. Any such delegation must be made in writing by the Purchasing Officer and maintained on file with the Director of Finance.

Purchasing Authority – City Council (Section 2.60.060A)

Purchases of supplies, equipment, and services with a contract value of more than one hundred thousand dollars (\$100,000.00) shall be awarded by written contract approved by the City Council.

Purchasing Authority - City Manager (Section 2.60.060B)

Under the existing ordinance, the City Manager’s approval authority is limited to purchases, and contracts for supplies, equipment and services up to \$50,000. In many cases, contracts and services exceed this amount, and delays have occurred in engaging needed work in a timely manner. The proposed amendment would authorize the City Manager to approve purchases of supplies, equipment, and services with a contract value of up to one hundred thousand dollars (\$100,000.00). As a control measure, the updated ordinance now requires the City Manager to promptly notify the Budget Standing Committee in writing of any purchase of more than \$80,000. This control measure is repeated at Sections 2.60.090 (Informal Purchasing Procedures) and 2.60.150 (Professional Services).

Budget appropriation required for purchases (Section 2.60.070).

Except in cases of emergency, the City Manager shall not issue any purchase order or contract for supplies, equipment, or services unless there exists an unencumbered appropriation in the adopted budget against which such purchases may be charged.

Open Market Purchasing (Section 2.60.080)

Purchases of equipment, supplies, and non-professional services with an estimated value of up to ten thousand dollars (\$10,000.00) may be made by the Purchasing Officer in the open market. Purchase Orders are required for purchases over two thousand five hundred dollars (\$2,500). The existing threshold is \$5,000 for such purchases.

Informal Purchasing Procedures (Section 2.60.090)

Purchases of equipment, supplies, and non-professional services with an estimated value of more than ten thousand dollars (\$10,000.00) and up to one hundred thousand dollars (\$100,000.00) shall be made following staff’s solicitation of at least three written proposals. The existing threshold is \$50,000 or less for such purchases.

Formal Purchasing Procedures (Section 2.60.100)

Purchases of equipment, supplies, and non-professional services with an estimated value of more than one hundred thousand dollars (\$100,000.00) shall be made following the issuance of a publicly noticed request for proposals. Formal contracts must be awarded by the City Council. The existing threshold is more than \$50,000 for such purchases.

Purchase orders required - Exception (Section 2.60.130)

Purchases of supplies and equipment shall be made only by purchase order; provided, however, that any City department that maintains a City-issued credit card may make purchases with such credit card of less than two thousand five hundred dollars (\$2,500.00). The single transaction purchase of supplies and equipment is being changed from \$1,500 to \$2,500 to facilitate more efficiencies and control over credit card use.

Exceptions to Purchasing Procedure (Section 2.60.140)

The updated ordinance clarifies existing exceptions to the standard procurement procedures. The informal and formal bidding procedures may be dispensed with for (1) Sole Source Procurements, (2) Proprietary Procurements, and (3) Emergency Purchases, and (4) Purchases through other Public Agencies. These exceptions are already codified in the existing ordinance; however, the updated ordinance adds language to better explain when the exceptions would apply. Further, with respect to Emergency Purchases, the updated ordinance requires the Purchasing Officer to promptly file with the City Council a report identifying the emergency conditions and the necessity for the purchase, together with an itemized account of all expenditures.

The proposed modifications to the Purchasing System will better align with the operating needs to result in increased efficiencies in workflow and more effective operations for the City.

FISCAL IMPACT

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

Attachment: 1. Ordinance 2023-04 - Purchasing Policy

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

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

WHEREAS, the Purchasing Ordinance was last amended in 2021; and,

WHEREAS, the Purchasing Ordinance is outdated and hinders the City's ability to quickly and efficiently address the needs of the City; and,

WHEREAS, revisions to the Purchasing Ordinance are needed to adhere with best practices and be consistent with surrounding cities; and,

WHEREAS, the proposed amendment and restatement of the Purchasing Ordinance will increase the monetary purchasing thresholds, improve efficiency and enhance City procurement of necessary supplies, equipment, and services.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 2.60 of the Los Alamitos Municipal Code is hereby amended and restated to read as follows:

Chapter 2.60 PURCHASING SYSTEM

2.60.010 Purchasing system adopted.

2.60.020 Definitions.

2.60.030 Scope of purchasing policies and procedures.

2.60.040 Purchasing Officer.

2.60.050 Purchasing Agents.

2.60.060 Purchasing authority.

- 2.60.070 Encumbrance of funds.
- 2.60.080 Open market purchasing.
- 2.60.090 Informal purchasing procedures.
- 2.60.100 Formal purchasing procedures.
- 2.60.110 Best qualified vendor.
- 2.60.120 Inspection and testing.
- 2.60.130 Purchase orders required – Exception.
- 2.60.140 Exceptions to purchasing procedure.
- 2.60.150 Professional services.

2.60.010 Purchasing system adopted.

In order to establish efficient procedures for the purchase of supplies, equipment, and services, to secure for the City supplies, equipment, and services at the lowest possible cost commensurate with the quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to ensure the quality of purchases, a purchasing system is hereby adopted.

2.60.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

A. “Estimated value” the estimated total value as determined by the Purchasing Officer at the beginning of the procurement process for the proposed supplies, equipment, and services. When making this initial threshold determination, the Purchasing Officer shall make reasonable use of all available market data and pricing information to estimate the total cost to the City, inclusive of taxes, licenses, freight charges, installation charges, fees, and other consideration, for the proposed procurement. The Purchasing Officer shall not use the value of any anticipated exchange or trade-in amount to reduce the estimated value of the proposed procurement.

B. “Non-professional services” means a contract for services not constituting professional services or public works projects subject to the City Charter and the California Public Contract Code.

C. “Professional services” means a contract for services, other than services constituting public works projects, performed by specially trained persons or firms who provide services in connection with financial, economic, accounting, engineering,

administrative or other matters involving specialized expertise or unique skills gained by formal studies or experience.

D. "Purchase order" means a written authorization by the issuing party for the recipient to provide labor, materials or services for which the issuing party agrees to pay.

2.60.030 Scope of purchasing policies and procedures.

Except as otherwise provided herein, the procurement regulations, policies, and procedures set forth in this chapter shall apply only to the purchase of supplies, equipment, and services and shall not apply to public works construction projects. Procedures and processes for the procurement of public works construction contracts are subject to the City Charter and the California Public Contract Code.

2.60.040 Purchasing Officer.

There is hereby created the position of Purchasing Officer. The City Manager shall be the Purchasing Officer. The City Manager may delegate any of the powers and duties conferred upon him or her as Purchasing Officer to any other officer or employee of the City in accordance with Section 2.60.050. The Purchasing Officer shall:

A. Purchase or contract for supplies, equipment, and services required by any department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the Purchasing Officer shall adopt, and such other rules and regulations as shall be prescribed by the City Council;

B. Negotiate, approve, and execute, as well as recommend approval and execution of contracts for the purchase of supplies, equipment, and services;

C. Act to procure for the City the needed quality in supplies, equipment, and services at the least expense to the City;

D. Discourage uniform bidding and endeavor to obtain full and open competition on all purchases; provided, however, the Purchasing Officer may request bids based on brand name or specific make or model when he or she has made the determination that such specific makes or names are clearly in the best interest of the City. Such determination shall be made in writing and shall state the factors taken into account, including, but not limited to, the following:

1. Prior or existing use by the City of the brand or name,
2. Familiarity of the City's employees with the product,
3. Cost savings expected,
4. Spare parts or accessories on hand,

5. Elimination of the need for training on new equipment,

6. Unique adaptability of the brand or name to the city function which it will perform;

E. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;

F. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and any other rules and regulations;

G. Coordinate the inspection of all supplies, equipment, and services purchased to ensure conformance with specifications;

H. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and recommend the disposition of all supplies and equipment which have become unsuitable for City use; and

I. Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of purchasing functions.

2.60.050 Purchasing Agents.

The Purchasing Officer may delegate responsibility for administering purchasing policies and procedures to one or more department heads. A department head who has been delegated authority by the Purchasing Officer hereunder is referred to herein as a Purchasing Agent. The authorized Purchasing Agents and their contract authority must be approved in writing by the Purchasing Officer and maintained on file with the Director of Finance.

2.60.060 Purchasing authority.

A. City Council. Purchases of supplies, equipment, and services with a contract value of more than one hundred thousand dollars (\$100,000.00) shall be awarded by written contract approved by the City Council pursuant to the procedures prescribed in this chapter.

B. City Manager. The City Manager is authorized to purchase supplies, equipment, and services with a contract value of up to one hundred thousand dollars (\$100,000.00), without prior approval of the City Council, pursuant to the procedures prescribed in this chapter. The City Manager shall promptly notify the Budget Standing Committee in writing of any purchase of more than eighty thousand dollars (\$80,000.00).

2.60.070 Encumbrance of funds.

Except in cases of emergency, the City Manager shall not issue any purchase order

or contract for supplies, equipment, or services unless there exists an unencumbered appropriation in the adopted budget against which such purchases may be charged. The City Manager has the authority to transfer unencumbered funds between and among City departments for the procurement of supplies, equipment, and services as necessary to implement the provisions of his chapter.

2.60.080 Open market purchasing.

Purchases of equipment, supplies, and non-professional services with an estimated value of up to ten thousand dollars (\$10,000.00) may be made by the Purchasing Officer in the open market without observing the procedures set forth in Sections 2.60.090 and 2.60.100.

2.60.090 Informal purchasing procedures.

Purchases of equipment, supplies, and non-professional services with an estimated value of more than ten thousand dollars (\$10,000.00) and up to one hundred thousand dollars (\$100,000.00) shall be made by the informal procedures set forth in this section.

A. Request for Proposals. The requesting department shall solicit informal proposals by telephone or written request to prospective vendors.

B. Number Proposals. Whenever possible, and except as otherwise provided in this chapter, informal purchases shall be based on at least three informal proposals. Where, after a reasonable attempt has been made to solicit proposals no informal proposals are received, the purchase may be made in the open market.

C. Written Proposals. Informal proposals shall be submitted by vendors in writing to the Purchasing Officer, who shall keep a record of all informal proposals. This record, while so kept, shall be open to public inspection.

D. Award of Contract by Purchasing Officer. The purchase order or contract shall be awarded by the Purchasing Officer to the lowest cost proposer consistent with the best qualified vendor selection criteria set forth in Section 2.60.110.

E. Report to Budget Standing Committee. The City Manager shall promptly notify the Budget Standing Committee in writing of any informal purchase of equipment, supplies, or non-professional services made in accordance with this section with a contract value of more than eighty thousand dollars (\$80,000.00).

2.60.100 Formal purchasing procedures.

Purchases of equipment, supplies, and non-professional services with an estimated value of more than one hundred thousand dollars (\$100,000.00) shall be made by the formal procedures set forth in this section.

- A. Request for Proposals. An invitation for bids or request for proposals solicitation document shall be publicly noticed and made available to prospective vendors. The invitation for bids or request for proposals shall describe the requested supplies, equipment, or non-professional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of proposals.
- B. Published Notice. The invitation for bids or request for proposals shall be publicly noticed in any generally accepted manner, which includes on the City's official website. In addition, such notice may include publication in an adjudicated newspaper of general circulation, printed and published in the City, posting in at least three public places within the City that have been designated by resolution as the places for posting public notices, and/or a public bulletin board in City Hall.
- C. Proposal Opening Procedure. Formal bids and proposals shall be submitted to the Purchasing Officer and shall be identified as formal competitive bids/proposals on the outside of the sealed envelope. The formal bids and proposals shall be opened in public at the time and place stated in the City's solicitation document. A tabulation of all bids/proposals received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the proposal opening.
- D. Rejection of Proposals. At its discretion, the City Council may reject any and all bids/proposals presented for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the invitation for bids or request for proposals. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.
- E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.
- F. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 2.60.090, subject to City Council approval.
- G. Award of Contracts by City Council. Formal contracts shall be awarded by the City Council to the lowest cost proposer, except as otherwise provided herein, consistent with the best qualified vendor selection criteria set forth in Section 2.60.110.
- H. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the City.

I. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering a contract in such amount as may be reasonably necessary to protect the best interest of the City. If the City Council requires a performance bond or other form of security or guarantee, the form and amount of the bond, security or guarantee shall be described in the invitation for bids or request for proposals, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

2.60.110 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to quality and performance of equipment or supplies to be purchased and/or the non-professional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost of the equipment, supplies or non-professional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the equipment, supplies, or non-professional services requested;
- C. The ability of the vendor to provide the equipment, supplies, or non-professional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the City;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

2.60.120 Inspection and testing.

The Purchasing Officer or requesting department shall inspect supplies and equipment delivered and evaluate contract services performed to determine their

conformance with the specifications set forth in the purchase order or contract. The Purchasing Officer or requesting department shall have the right to waive any defect or informality. The Purchasing Officer or requesting department shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

2.60.130 Purchase orders required – Exception.

Purchases of supplies and equipment shall be made only by purchase order; provided, however, that any City department that maintains a City issued credit card may make purchases with such credit card of less than two thousand five hundred dollars (\$2,500.00).

2.60.140 Exceptions to purchasing procedure.

The procurement policies and procedures set forth in Sections 2.60.090 and 2.60.100 may be dispensed with and are not applicable, irrespective of their estimated value, in the following situations:

A. Sole Source. When supplies, equipment, or non-professional services are of a unique, sole source nature because of their quality, durability, availability, or fitness for a particular use and are available only from one source. A sole source procurement is a procurement where only one source is practicably available for the type of procurement required;

B. Proprietary Procurement. When the equipment, supplies, or non-professional services are proprietary. A proprietary procurement is a procurement where the desired good or service must be restricted to one manufacturer because the good or service is compatible with or is an integral component of existing equipment or products, is necessary to support a specific need of a program, is covered by patent or copyright, must yield absolute continuity of results, or is one with which a user has extensive experience and the use of any other similar good or service would require considerable reorientation and training. Under such circumstances, an equitable evaluation of comparable goods or services should be made showing that rejection of other goods or services is based solely on their failure to meet that need;

C. Emergency Purchases. When emergency conditions require the immediate purchase of equipment, supplies, or non-professional services from a known available source of supply. For purposes of this section, emergency purchases are those procurements that are required to prevent immediate interruption or cessation of necessary City services or to safeguard life, property, or the public health and welfare. In the event of an emergency, the Purchasing Officer may contract for equipment, supplies or non-professional services. The Purchasing Officer shall file promptly with the City Council a report showing such emergency conditions and the necessity for such action, together with an itemized account of all expenditures; and

D. Purchases through other Public Agencies. When the City Council or Purchasing Officer determines that another public agency or government entity, including without limitation the county of Orange, the state of California, and the Federal Government (hereinafter "the acquiring agency") has selected the vendor using competitive bidding procedures substantially the same as or similar to those normally utilized by the City for the acquisition of the desired equipment, supplies or services. If such a determination is made, the City Council or Purchasing Officer, as applicable, may proceed to purchase the equipment, supplies or services at a price equivalent to that offered to the acquiring agency.

2.60.150 Professional services.

A. The procurement policies and procedures set forth in Sections 2.60.090, 2.60.100 shall not apply to contracts for professional services. The Purchasing Officer may award any contract for professional services when the total not to exceed contract amount is one hundred thousand dollars (\$100,000.00) or less. Any contract for professional services having a total contract amount of more than one hundred thousand dollars (\$100,000.00) shall be awarded by the City Council.

B. The City Manager shall promptly notify the Budget Standing Committee in writing of any purchase of professional services with a contract value of more than eighty thousand dollars (\$80,000.00).

C. Notwithstanding any provision in this chapter to the contrary, selection by the City for professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. The City shall consider price after the City is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 23rd day of October, 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 Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of September, 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 23rd day of October, 2023, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Update on City's Credit Rating

SUMMARY

This report will provide an update on the City's Credit Rating.

RECOMMENDATION

Receive and file the update regarding the City's Credit rating.

BACKGROUND

Municipalities have credit ratings in connection with the issuance of general obligation bond issues.

DISCUSSION

On October 5, 2023, Standard and Poor's (S&P Global) released its current list of all 'AAA' rated municipalities. We are happy to report that Los Alamitos has received an "AAA" rating. The next credit review for Los Alamitos is scheduled for 2025.

FISCAL IMPACT

There is no direct fiscal impact associated with this report. However, the 'AAA' rating helps further to solidify the City's financial status and position.

Attachment: 1. S&P Global 'AAA' Rated U.S. Municipalities

'AAA' Rated U.S. Municipalities: Current List

October 5, 2023

U.S. municipalities rated 'AAA': Current list

As of Oct. 2, 2023

This list was prepared by individuals on behalf of the USPF Group of S&P Global Ratings and is current as of Oct. 2, 2023. For the most up to date, accurate, and complete information on any credit ratings referenced in this list, please visit www.standardandpoors.com.

Organization	State	Rating	Outlook
Hoover	Alabama	AAA	Stable
Huntsville	Alabama	AAA	Stable
Pelham	Alabama	AAA	Stable
Chandler	Arizona	AAA	Stable
Gilbert	Arizona	AAA	Stable
Scottsdale	Arizona	AAA	Stable
Tempe	Arizona	AAA	Stable
Alameda	California	AAA	Stable
Arcadia	California	AAA	Stable
Beverly Hills	California	AAA	Stable
Burbank	California	AAA	Stable
Burlingame	California	AAA	Stable
Camarillo	California	AAA	Stable
Campbell	California	AAA	Stable
Carlsbad	California	AAA	Stable
Cerritos	California	AAA	Stable
Claremont	California	AAA	Stable
Corte Madera Town	California	AAA	Stable
Dublin	California	AAA	Stable
El Paso De Robles	California	AAA	Stable
El Segundo	California	AAA	Stable
Emeryville	California	AAA	Stable
Encinitas	California	AAA	Stable
Fountain Valley	California	AAA	Stable
Glendora	California	AAA	Stable

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'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

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Organization	State	Rating	Outlook
Irvine	California	AAA	Stable
Lake Forest	California	AAA	Stable
Larkspur	California	AAA	Stable
Los Alamitos	California	AAA	Stable
Malibu	California	AAA	Stable
Manhattan Beach	California	AAA	Stable
Mill Valley	California	AAA	Stable
Milpitas	California	AAA	Stable
Mission Viejo	California	AAA	Stable
Morgan Hill	California	AAA	Stable
Mountain View (City of)	California	AAA	Stable
Newport Beach	California	AAA	Stable
Orinda	California	AAA	Stable
Palo Alto	California	AAA	Stable
Pasadena	California	AAA	Stable
Piedmont	California	AAA	Stable
Poway	California	AAA	Stable
Rancho Santa Margarita	California	AAA	Stable
San Anselmo Town	California	AAA	Stable
San Bruno	California	AAA	Stable
San Carlos	California	AAA	Stable
San Francisco City and County	California	AAA	Stable
San Juan Capistrano	California	AAA	Stable
San Mateo	California	AAA	Stable
San Ramon	California	AAA	Stable
Santa Clarita	California	AAA	Stable
Saratoga	California	AAA	Stable
Sausalito	California	AAA	Stable
Simi Valley	California	AAA	Stable
South San Francisco	California	AAA	Stable
Sunnyvale	California	AAA	Stable
West Hollywood	California	AAA	Stable
Yorba Linda	California	AAA	Stable
Arvada	Colorado	AAA	Stable

S&P GLOBAL RATINGS360

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October 5, 2023 2

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
Boulder	Colorado	AAA	Stable
Centennial	Colorado	AAA	Stable
Cherry Hills Village	Colorado	AAA	Stable
Denver City and County	Colorado	AAA	Stable
Avon	Connecticut	AAA	Stable
Berlin Town	Connecticut	AAA	Stable
Bethel	Connecticut	AAA	Stable
Branford	Connecticut	AAA	Stable
Brookfield Town	Connecticut	AAA	Stable
Canton Town	Connecticut	AAA	Stable
Cheshire	Connecticut	AAA	Stable
Cromwell	Connecticut	AAA	Stable
East Hampton	Connecticut	AAA	Stable
Easton Town	Connecticut	AAA	Stable
Fairfield Town	Connecticut	AAA	Stable
Farmington Town	Connecticut	AAA	Stable
Glastonbury Town	Connecticut	AAA	Stable
Greenwich	Connecticut	AAA	Stable
Guilford	Connecticut	AAA	Stable
Haddam Town	Connecticut	AAA	Stable
Hebron	Connecticut	AAA	Stable
Middletown	Connecticut	AAA	Stable
Monroe	Connecticut	AAA	Stable
New Fairfield	Connecticut	AAA	Stable
Newtown	Connecticut	AAA	Stable
North Haven	Connecticut	AAA	Stable
Norwalk	Connecticut	AAA	Stable
Orange Town	Connecticut	AAA	Stable
Ridgefield Town	Connecticut	AAA	Stable
Simsbury	Connecticut	AAA	Stable
South Windsor	Connecticut	AAA	Stable
Stafford	Connecticut	AAA	Stable
Stonington Town	Connecticut	AAA	Stable
Tolland	Connecticut	AAA	Stable

U.S. municipalities rated 'AAA': Current list (cont.)**As of Oct. 2, 2023**

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Organization	State	Rating	Outlook
Town of Redding	Connecticut	AAA	Stable
West Hartford	Connecticut	AAA	Stable
Windsor Town	Connecticut	AAA	Stable
Boca Raton	Florida	AAA	Stable
Coral Gables	Florida	AAA	Stable
Coral Springs	Florida	AAA	Stable
Davie	Florida	AAA	Stable
Fort Lauderdale	Florida	AAA	Stable
Key Biscayne Village	Florida	AAA	Stable
Palm Beach Town	Florida	AAA	Stable
Palmetto Bay	Florida	AAA	Stable
Pinecrest Village	Florida	AAA	Stable
Tampa	Florida	AAA	Stable
Weston	Florida	AAA	Stable
Alpharetta	Georgia	AAA	Stable
Brookhaven	Georgia	AAA	Stable
Johns Creek	Georgia	AAA	Stable
Milton	Georgia	AAA	Stable
Peachtree City	Georgia	AAA	Stable
Roswell	Georgia	AAA	Stable
Sandy Springs	Georgia	AAA	Stable
Smyrna	Georgia	AAA	Stable
Suwanee	Georgia	AAA	Stable
Algonquin Village	Illinois	AAA	Stable
Bannockburn Village	Illinois	AAA	Stable
Buffalo Grove Village	Illinois	AAA	Stable
Clarendon Hills	Illinois	AAA	Stable
Crystal Lake	Illinois	AAA	Stable
Downers Grove Village	Illinois	AAA	Stable
Elmhurst	Illinois	AAA	Stable
Glen Ellyn Village	Illinois	AAA	Stable
Glencoe Village	Illinois	AAA	Stable
Green Oaks Village	Illinois	AAA	Stable
Hinsdale	Illinois	AAA	Stable

U.S. municipalities rated 'AAA': Current list (cont.)**As of Oct. 2, 2023**

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Organization	State	Rating	Outlook
Inverness Village	Illinois	AAA	Stable
Lake Zurich Village	Illinois	AAA	Stable
Lakewood Village	Illinois	AAA	Stable
Lincolnshire Vill	Illinois	AAA	Stable
Naperville	Illinois	AAA	Stable
Northbrook Village	Illinois	AAA	Stable
Northfield Village	Illinois	AAA	Stable
Vernon Hills Village	Illinois	AAA	Stable
Village of Schaumburg	Illinois	AAA	Stable
Wheaton	Illinois	AAA	Stable
Willowbrook	Illinois	AAA	Stable
West Des Moines	Iowa	AAA	Stable
Lenexa	Kansas	AAA	Stable
Merriam	Kansas	AAA	Stable
Overland Park	Kansas	AAA	Stable
Shawnee	Kansas	AAA	Stable
Bar Harbor Town	Maine	AAA	Stable
Cape Elizabeth	Maine	AAA	Stable
Falmouth	Maine	AAA	Stable
Harpwell	Maine	AAA	Stable
Kennebunk Town	Maine	AAA	Stable
Kennebunkport	Maine	AAA	Stable
Portland	Maine	AAA	Stable
Raymond Town	Maine	AAA	Stable
South Portland	Maine	AAA	Stable
York Town	Maine	AAA	Stable
Bowie	Maryland	AAA	Stable
Mayor and Council of Rockville	Maryland	AAA	Stable
Acton Town	Massachusetts	AAA	Stable
Andover	Massachusetts	AAA	Stable
Arlington	Massachusetts	AAA	Stable
Ashland	Massachusetts	AAA	Stable
Barnstable	Massachusetts	AAA	Stable
Bedford Town	Massachusetts	AAA	Stable

U.S. municipalities rated 'AAA': Current list (cont.)**As of Oct. 2, 2023**

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Organization	State	Rating	Outlook
Belmont Town	Massachusetts	AAA	Stable
Bolton Town	Massachusetts	AAA	Stable
Boston	Massachusetts	AAA	Stable
Boxborough Town	Massachusetts	AAA	Stable
Boxford	Massachusetts	AAA	Stable
Brewster Town	Massachusetts	AAA	Stable
Brookline	Massachusetts	AAA	Stable
Burlington	Massachusetts	AAA	Stable
Cambridge	Massachusetts	AAA	Stable
Canton Town	Massachusetts	AAA	Stable
Chatham	Massachusetts	AAA	Stable
Chelmsford Town	Massachusetts	AAA	Stable
Chilmark Town	Massachusetts	AAA	Stable
City of Watertown	Massachusetts	AAA	Stable
Cohasset Town	Massachusetts	AAA	Stable
Danvers Town	Massachusetts	AAA	Stable
Dartmouth	Massachusetts	AAA	Stable
Dedham	Massachusetts	AAA	Stable
Dennis	Massachusetts	AAA	Stable
Duxbury Town	Massachusetts	AAA	Stable
Edgartown Town	Massachusetts	AAA	Stable
Falmouth Town	Massachusetts	AAA	Stable
Foxborough Town	Massachusetts	AAA	Stable
Franklin Town	Massachusetts	AAA	Stable
Great Barrington	Massachusetts	AAA	Stable
Groton Town	Massachusetts	AAA	Stable
Hadley	Massachusetts	AAA	Stable
Hamilton Town	Massachusetts	AAA	Stable
Harvard Town	Massachusetts	AAA	Stable
Harwich	Massachusetts	AAA	Stable
Hingham Town	Massachusetts	AAA	Stable
Holliston	Massachusetts	AAA	Stable
Hopkins Town	Massachusetts	AAA	Stable
Ipswich Town	Massachusetts	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

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Organization	State	Rating	Outlook
Lenox	Massachusetts	AAA	Stable
Lexington Town	Massachusetts	AAA	Stable
Lincoln Town	Massachusetts	AAA	Stable
Littleton	Massachusetts	AAA	Stable
Manchester-By-The-Sea	Massachusetts	AAA	Stable
Marblehead Twn	Massachusetts	AAA	Stable
Marion Town	Massachusetts	AAA	Stable
Marlborough	Massachusetts	AAA	Stable
Mashpee Town	Massachusetts	AAA	Stable
Mattapoissett	Massachusetts	AAA	Stable
Medway	Massachusetts	AAA	Stable
Milton	Massachusetts	AAA	Stable
Natick	Massachusetts	AAA	Stable
Needham	Massachusetts	AAA	Stable
Newbury	Massachusetts	AAA	Stable
Newburyport	Massachusetts	AAA	Stable
Newton	Massachusetts	AAA	Stable
North Andover	Massachusetts	AAA	Stable
Northampton	Massachusetts	AAA	Stable
Norwell Town	Massachusetts	AAA	Stable
Orleans Town	Massachusetts	AAA	Stable
Reading	Massachusetts	AAA	Stable
Sherborn	Massachusetts	AAA	Stable
Shrewsbury	Massachusetts	AAA	Stable
Somerville	Massachusetts	AAA	Stable
Southborough	Massachusetts	AAA	Stable
Stow Town	Massachusetts	AAA	Stable
Sudbury	Massachusetts	AAA	Stable
Topsfield	Massachusetts	AAA	Stable
Wakefield Town	Massachusetts	AAA	Stable
Wenham Town	Massachusetts	AAA	Stable
West Newbury	Massachusetts	AAA	Stable
Westborough Town	Massachusetts	AAA	Stable
Westford Town	Massachusetts	AAA	Stable

U.S. municipalities rated 'AAA': Current list (cont.)**As of Oct. 2, 2023**

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Organization	State	Rating	Outlook
Weston	Massachusetts	AAA	Stable
Westwood	Massachusetts	AAA	Stable
Winchester	Massachusetts	AAA	Stable
Woburn	Massachusetts	AAA	Stable
Birmingham	Michigan	AAA	Stable
Bloomfield Charter Township	Michigan	AAA	Stable
Bloomfield Hills	Michigan	AAA	Stable
Cascade Charter Township	Michigan	AAA	Stable
Farmington Hills	Michigan	AAA	Stable
Grosse Pointe	Michigan	AAA	Stable
Grosse Pointe Farms	Michigan	AAA	Stable
Northville Charter Township	Michigan	AAA	Stable
Novi	Michigan	AAA	Stable
Rochester	Michigan	AAA	Stable
Springfield Charter Township	Michigan	AAA	Stable
Troy	Michigan	AAA	Stable
Village of Grosse Pointe Shores A Michigan City	Michigan	AAA	Stable
West Bloomfield Charter Township	Michigan	AAA	Stable
Apple Valley	Minnesota	AAA	Stable
Arden Hills	Minnesota	AAA	Stable
Blaine	Minnesota	AAA	Stable
Bloomington	Minnesota	AAA	Stable
Burnsville	Minnesota	AAA	Stable
Chanhassen	Minnesota	AAA	Stable
City of Dellwood	Minnesota	AAA	Stable
Cottage Grove	Minnesota	AAA	Stable
Deephaven	Minnesota	AAA	Stable
Eagan	Minnesota	AAA	Stable
Eden Prairie	Minnesota	AAA	Stable
Edina	Minnesota	AAA	Stable
Excelsior	Minnesota	AAA	Stable
Falcon Heights	Minnesota	AAA	Stable
Inver Grove Heights	Minnesota	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
Maple Grove	Minnesota	AAA	Stable
Mendota Heights	Minnesota	AAA	Stable
Minneapolis	Minnesota	AAA	Stable
Minnetonka Beach	Minnesota	AAA	Stable
Plymouth	Minnesota	AAA	Stable
Prior Lake	Minnesota	AAA	Stable
Rochester	Minnesota	AAA	Stable
Roseville	Minnesota	AAA	Stable
Savage	Minnesota	AAA	Stable
Shoreview	Minnesota	AAA	Stable
St Louis Park	Minnesota	AAA	Stable
St Paul	Minnesota	AAA	Stable
Victoria	Minnesota	AAA	Stable
Wayzata (City of)	Minnesota	AAA	Stable
Woodbury	Minnesota	AAA	Stable
Clayton	Missouri	AAA	Stable
Creve Coeur	Missouri	AAA	Stable
Frontenac	Missouri	AAA	Stable
Lincoln	Nebraska	AAA	Stable
Nashua	New Hampshire	AAA	Stable
Portsmouth	New Hampshire	AAA	Stable
Salem Town	New Hampshire	AAA	Stable
Allendale Boro	New Jersey	AAA	Stable
Avalon Boro	New Jersey	AAA	Stable
Bernardsville Borough	New Jersey	AAA	Stable
Branchburg Township	New Jersey	AAA	Stable
Cranbury Township	New Jersey	AAA	Stable
Madison Boro	New Jersey	AAA	Stable
Mahwah Township	New Jersey	AAA	Stable
Marlboro Township	New Jersey	AAA	Stable
Mendham Township	New Jersey	AAA	Stable
Montclair Township	New Jersey	AAA	Stable
Montvale Boro	New Jersey	AAA	Stable
Montville Township	New Jersey	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
New Providence Boro	New Jersey	AAA	Stable
Oakland Boro	New Jersey	AAA	Stable
Old Tappan Boro	New Jersey	AAA	Stable
Plainsboro Township	New Jersey	AAA	Stable
Princeton	New Jersey	AAA	Stable
Ridgewood Village	New Jersey	AAA	Stable
Saddle River Boro	New Jersey	AAA	Stable
Sea Girt Borough	New Jersey	AAA	Stable
Summit	New Jersey	AAA	Stable
Upper Freehold Township	New Jersey	AAA	Stable
Warren Township (Somerset County)	New Jersey	AAA	Stable
West Windsor Township	New Jersey	AAA	Stable
Westfield Town	New Jersey	AAA	Stable
Woodcliff Lake Boro	New Jersey	AAA	Stable
Albuquerque	New Mexico	AAA	Stable
Bedford Town	New York	AAA	Stable
Brookhaven Town	New York	AAA	Stable
Greenburgh Town	New York	AAA	Stable
Huntington Town	New York	AAA	Stable
Ocean Beach Village	New York	AAA	Stable
Old Brookville Village	New York	AAA	Stable
Plandome Village	New York	AAA	Stable
Rockville Centre	New York	AAA	Stable
Saltaire Village	New York	AAA	Stable
Town of Southampton	New York	AAA	Stable
Upper Brookville	New York	AAA	Stable
Village of Laurel Hollow	New York	AAA	Stable
Village of Southampton	New York	AAA	Stable
Apex Town	North Carolina	AAA	Stable
Asheville	North Carolina	AAA	Stable
Carrboro Town	North Carolina	AAA	Stable
Cary	North Carolina	AAA	Stable
Chapel Hill	North Carolina	AAA	Stable
Charlotte	North Carolina	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
Concord	North Carolina	AAA	Stable
Cornelius	North Carolina	AAA	Stable
Durham	North Carolina	AAA	Stable
Fuquay-Varina Town	North Carolina	AAA	Stable
Garner Town	North Carolina	AAA	Stable
Greensboro	North Carolina	AAA	Stable
High Point	North Carolina	AAA	Stable
Holly Springs Town	North Carolina	AAA	Stable
Huntersville Town	North Carolina	AAA	Stable
Indian Trail	North Carolina	AAA	Stable
Morrisville	North Carolina	AAA	Stable
Raleigh	North Carolina	AAA	Stable
Town of Davidson	North Carolina	AAA	Stable
Wake Forest	North Carolina	AAA	Stable
Wilmington	North Carolina	AAA	Stable
Winston-Salem	North Carolina	AAA	Stable
Columbus	Ohio	AAA	Stable
Dublin	Ohio	AAA	Stable
Genoa Township	Ohio	AAA	Stable
Grandview Heights	Ohio	AAA	Stable
Hudson	Ohio	AAA	Stable
Indian Hill Village	Ohio	AAA	Stable
New Albany	Ohio	AAA	Stable
Powell	Ohio	AAA	Stable
Rossford	Ohio	AAA	Stable
Upper Arlington	Ohio	AAA	Stable
Westerville	Ohio	AAA	Stable
Westlake	Ohio	AAA	Stable
Worthington	Ohio	AAA	Stable
Wyoming	Ohio	AAA	Stable
Oklahoma City	Oklahoma	AAA	Stable
Lake Oswego	Oregon	AAA	Stable
Tigard	Oregon	AAA	Stable
Buckingham Township (Bucks County)	Pennsylvania	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
Lower Merion Township	Pennsylvania	AAA	Stable
Manheim Township	Pennsylvania	AAA	Stable
Montgomery Township	Pennsylvania	AAA	Stable
Barrington Town	Rhode Island	AAA	Stable
Little Compton Town	Rhode Island	AAA	Stable
Portsmouth Town	Rhode Island	AAA	Stable
Charleston	South Carolina	AAA	Stable
Greenville	South Carolina	AAA	Stable
Mount Pleasant	South Carolina	AAA	Stable
Bartlett	Tennessee	AAA	Stable
Brentwood	Tennessee	AAA	Stable
Chattanooga	Tennessee	AAA	Stable
Franklin	Tennessee	AAA	Stable
Germantown	Tennessee	AAA	Stable
Knoxville	Tennessee	AAA	Stable
Addison	Texas	AAA	Stable
Alamo Heights	Texas	AAA	Stable
Allen	Texas	AAA	Stable
Amarillo	Texas	AAA	Stable
Arlington	Texas	AAA	Stable
Austin	Texas	AAA	Stable
Bellaire	Texas	AAA	Stable
Bunker Hill Village	Texas	AAA	Stable
Carrollton	Texas	AAA	Stable
Cedar Park	Texas	AAA	Stable
Colleyville	Texas	AAA	Stable
Coppell	Texas	AAA	Stable
Deer Park	Texas	AAA	Stable
Farmers Branch	Texas	AAA	Stable
Flower Mound	Texas	AAA	Stable
Frisco	Texas	AAA	Stable
Grand Prairie	Texas	AAA	Stable
Highland Village	Texas	AAA	Stable
Irving	Texas	AAA	Stable

S&P GLOBAL RATINGS360

October 5, 2023 12

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'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

As of Oct. 2, 2023

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Organization	State	Rating	Outlook
Katy	Texas	AAA	Stable
Keller	Texas	AAA	Stable
Lewisville	Texas	AAA	Stable
Mansfield	Texas	AAA	Stable
McKinney	Texas	AAA	Stable
Piney Point Village	Texas	AAA	Stable
Plano	Texas	AAA	Stable
Richardson	Texas	AAA	Stable
Round Rock	Texas	AAA	Stable
San Antonio	Texas	AAA	Stable
Shavano Park	Texas	AAA	Stable
Southlake	Texas	AAA	Stable
Spring Valley Village	Texas	AAA	Stable
Sugar Land	Texas	AAA	Stable
University Park	Texas	AAA	Stable
West Lake Hills	Texas	AAA	Stable
West University Place	Texas	AAA	Stable
Westlake Town	Texas	AAA	Stable
Alexandria	Virginia	AAA	Stable
Charlottesville	Virginia	AAA	Stable
Chesapeake	Virginia	AAA	Stable
Fairfax	Virginia	AAA	Stable
Falls Church	Virginia	AAA	Stable
Herndon	Virginia	AAA	Stable
Leesburg	Virginia	AAA	Stable
Manassas	Virginia	AAA	Stable
Norfolk	Virginia	AAA	Stable
Poquoson	Virginia	AAA	Stable
Purcellville Town	Virginia	AAA	Stable
Suffolk	Virginia	AAA	Stable
Vienna Town	Virginia	AAA	Stable
Virginia Beach	Virginia	AAA	Stable
Williamsburg	Virginia	AAA	Stable
Winchester	Virginia	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

U.S. municipalities rated 'AAA': Current list (cont.)

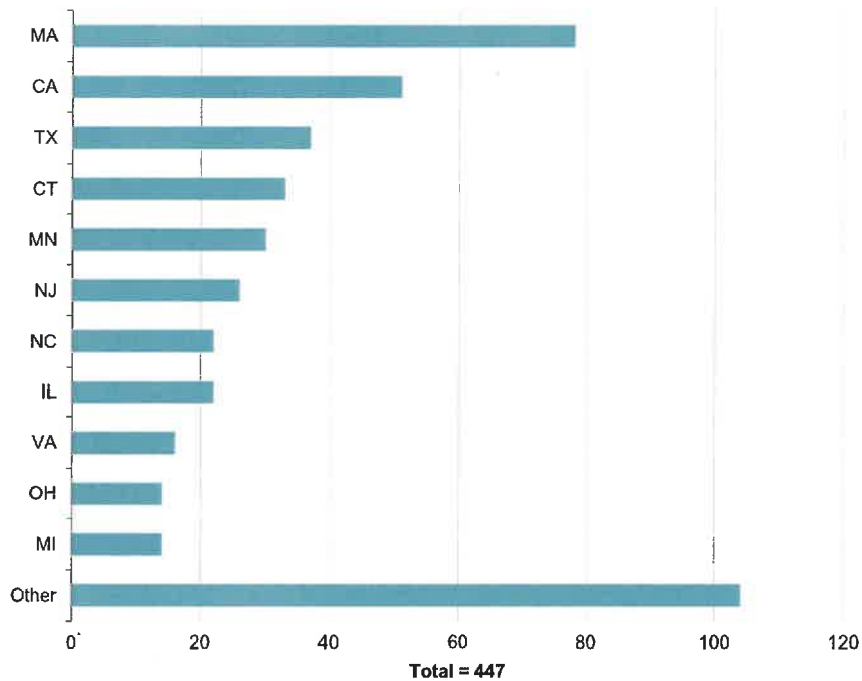
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Organization	State	Rating	Outlook
Bellevue	Washington	AAA	Stable
Camas	Washington	AAA	Stable
Edmonds	Washington	AAA	Stable
Issaquah	Washington	AAA	Stable
Kenmore	Washington	AAA	Stable
Kirkland	Washington	AAA	Stable
Lacey	Washington	AAA	Stable
Newcastle	Washington	AAA	Stable
Redmond	Washington	AAA	Stable
Renton	Washington	AAA	Stable
Seattle	Washington	AAA	Stable
Woodway	Washington	AAA	Stable
Maple Bluff Village	Wisconsin	AAA	Stable
Middleton Town	Wisconsin	AAA	Stable
Shorewood Hills	Wisconsin	AAA	Stable

'AAA' Rated U.S. Municipalities: Current List

Distribution of 'AAA' U.S. municipalities ratings As of Oct. 2, 2023



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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Amendment to City's Authorized Check Signers

SUMMARY

This report provides the Council with an update of the City's authorized check signers.

RECOMMENDATION

Authorize the City Manager to add the City Treasurer as a check signer and to remove the City Clerk.

BACKGROUND

Currently, the City has three authorized check signers for its various bank accounts: Windmera Quintanar as City Clerk, Chet Simmons as City Manager, and Craig Koehler as City Treasurer. The City Clerk and City Manager are currently being used for facsimile signatures for the warrant and any payroll-issued checks. The City Clerk was added as a signer due to the staff turnover. The Budget Standing Committee approved recommending the changes to the City Council at its November 6, 2023 Special meeting.

DISCUSSION

Resolution 2022-29 changed the City Treasurer designation from Chet Simmons (acting City Treasurer) to Craig Koehler, effective September 19, 2022. However, the facsimile signatures were kept the same when the City Treasurer designation was made in September 2022.

A change to add the City Treasurer to replace the City Clerk now serves as an additional administrative change to be in line with other governmental jurisdictions. The proposed change would result in the City Treasurer and City Manager as check signatories and would create additional efficiency measures. Adequate internal controls are also in place, as permanent staff have been added to the Finance Department.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: PERS Trust Analysis

SUMMARY

Since adopting the City's Fiscal Sustainability Plan, the Budget Standing Committee and the Los Alamitos City Council have been exploring different methods of maximizing investment opportunities that result in net savings for the City's residents. Following 18 months of work with the Budget Standing Committee, a funding plan and policy was presented to the Council at the November 14, 2022, meeting, culminating in the adoption of Resolution 2022-33, PERS Unfunded Accrued Liability Pay-Down Funding Policy. This report provides the Council with a follow-up discussion on the PERS Unfunded Actuarial Liability (UAL) and consideration of possible additional funding analysis. The Budget Standing Committee discussed and recommend Council approval at its November 6, 2023, Special meeting.

RECOMMENDATION

Authorize the City Treasurer to initiate funding the City's Section 115 Trust with PARS for \$50,000 monthly installments to accelerate paying down the PERS Unfunded Liability.

BACKGROUND

At the November 14, 2022, Council Meeting, Council adopted Resolution 2022-23, PERS Unfunded Accrued Liability Pay-Down Funding Policy, a UAL funding payment plan utilizing 12-year funding, with an estimated savings of \$2.2 million, requiring additional ADP payment of \$260,000 annually. The City established an IRS Section 115 Trust with Public Agencies Post-Employment Benefits (PARS) Trust in 2019. Funding for the Trust never materialized because the City was not financially able to undertake additional discretionary spending. With the passage of Measure Y, this is now possible and is one of the underlying commitments for using the funds.

DISCUSSION

In connection with the adoption of Resolution 2022-33, the UAL ADP of \$260,000 was added to the Budget for FY23-24, and the first payment was made in July. With the recent report of CalPERS's investment underperformance of -6.1% versus 6.8% expected rate of return (ER), staff requested that PFM provide additional analysis to consider funding the City's 115 Trust with the established annual ADP of \$260,000. As of the most recent valuation report dated June 30, 2022, the City's classic pension plans have a combined UAL of \$27.4 million, with Miscellaneous UAL at \$12.4 million and Safety UAL at \$14.9 million. This includes the recent balance increases attributed primarily to the underperformance of the CalPERS investment, as

noted above. CalPERS historical returns over the past 30 years have ranged from -24.0% to 21.7%, with an average of 8.0%. For the past five years, they have averaged 6.3%, underperforming their ER.

Due to these extreme fluctuations and uncertainty with the CalPERS rate of returns, staff requested PFM to review trust funding at two monthly levels, \$50,000 and \$100,000. The first scenario assumes 68 payments of \$50,000, and the second scenario uses 34 payments of \$100,000 that would be set aside in the trust growing at assumed investment rates using the latest PARS investment portfolio manager, HighMark. Capital Management data, rates ranging from 7.28 for 1-year to 5.42% for ten years.

The Budget Standing Committee reviewed both options and recommended funding the trust at \$50,000 monthly. While both levels of funding result in an accelerated paydown of the unfunded liability, trust funding at the \$50,000 level provides the City with maximum flexibility in meeting its other obligations and does not add additional strain to cash flow or liquidity. Funding the Trust would be in addition to the already approved \$260,000 annual ADP, and combined with the trust funding, will accelerate the UAL paydown.

FISCAL IMPACT

If approved, the additional UAL funding would require a further cash flow commitment of \$600,000 annually to fund the Trust, with an equal offset and reduction to the established City PERS Reserve of \$3.4 million.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Resolution No. 2023-26 - Minimum Hourly Wage Increase Effective January 1, 2024

SUMMARY

This report addresses the state-wide minimum wage increase that becomes effective January 1, 2024.

RECOMMENDATION

Adopt Resolution No. 2023-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2024 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2022-31."

BACKGROUND

In 2016, Governor Jerry Brown signed Senate Bill 3 raising California's mandatory minimum wage to \$15.00 per hour by 2022. The state saw its first increase in January 2017, as the mandatory minimum wage increased from \$10.00 to \$10.50 per hour. The mandatory minimum was increased in January 2018 from \$10.50 to \$11.00 per hour. Effective January 1, 2019, the mandatory minimum wage increased from \$11.00 to \$12.00 per hour. The mandatory minimum wage was increased in January 2020 from \$12.00 to \$13.00 per hour, and January 2021 from \$13.00 to \$14.00 per hour. The City's hourly rate schedule was updated to incorporate the 2022 minimum wage of \$15.00 per hour, representing the final change reflected in Senate Bill 3. The 2023 minimum wage was further increased to \$15.50 per hour per CPI.

DISCUSSION

Effective January 1, 2024, the state-mandated minimum wage will increase from \$15.50 to \$16.00 per hour. The City has seven hourly classifications (Recreation Leader, Police Aid/Cadet, Police Investigator, Police Reserve, Account Clerk, Administrative Intern, and Receptionist) that must be adjusted to meet the State minimum wage. Other classifications may be impacted as a result of these changes, but staff will return with other proposed changes pending the compensation study results.

FISCAL IMPACT

Sufficient funds were budgeted for the part-time Salary accounts in the fiscal year 2023-24.

Staff incorporated this scheduled wage increase into the original budget projections, so no budget amendment is necessary.

- Attachment:
1. Resolution No. 2023-26 - Hourly Rate Schedule
 2. Exhibit A - Hourly Rate Schedule
 3. Resolution No. 2022-34 - Hourly Rate Schedule

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2024 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2022-31

WHEREAS, in 2016, Governor Jerry Brown signed Senate Bill 3 raising California's mandatory minimum wage to \$15.50 per hour by 2023; and,

WHEREAS, effective January 1, 2024, the mandatory minimum wage will increase from \$15.50 per hour to \$16.00 per hour; and,

WHEREAS, the City's hourly rate schedule needs to be updated to incorporate the \$16.00 per hour state-mandated minimum wage; and,

WHEREAS, effective January 1, 2024, this Resolution shall supersede and repeal Exhibit B from Resolution No. 2022-31.

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

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

SECTION 2. The City of Los Alamitos hourly rate schedule is hereby amended and restated, effective January 1, 2024, to read as set forth in Exhibit "A," attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 20th day of November, 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 November 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

**CITY OF LOS ALAMITOS
HOURLY RATE SCHEDULE
Effective January 1, 2024**

Attachment 1

CLASS CODE	CLASSIFICATION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E
905	Recreation Leader	16.00	16.80	17.64	18.52	19.45
921	Senior Recreation Leader	16.50	17.33	18.19	19.10	20.06
931	Recreation Specialist	17.33	18.20	19.11	20.06	21.06
955	Community Services Coordinator	19.95	20.95	21.99	23.09	24.25
910	Lifeguard	16.57	17.40	18.27	19.18	20.14
925	Water Safety Instructor I	17.57	18.45	19.37	20.34	21.36
935	Senior Lifeguard/Water Safety Instructor II	18.45	19.37	20.34	21.36	22.43
920	Police Aid/Cadet	16.00	16.80	17.64	18.52	19.45
945	Police Investigator	16.00	16.80	17.64	18.52	19.45
946	Police Reserve	16.00	16.80	17.64	18.52	19.45
965	Police Recruit	22.00				
970	Photo Enforcement Officer	28.79	30.23	31.74	33.33	35.00
983	Emergency Services Coordinator	32.92	34.57	36.29	38.11	40.00
940	Account Clerk	16.00	16.80	17.64	18.52	19.45
941	Administrative Intern	16.00	16.80	17.64	18.52	19.45
944	Clerical Assistant	18.25	19.16	20.12	21.13	22.18
947	Receptionist	16.00	16.80	17.64	18.52	19.00
960	Maintenance Worker	19.30	20.27	21.28	22.34	23.46
948	Department Secretary	22.83	23.97	25.17	26.43	27.76
951	Deputy City Clerk	27.72	29.11	30.56	32.09	
971	Code Enforcement Officer	23.83	25.02	26.27	27.59	27.76
978	Senior Code Enforcement Officer	30.42	31.94	33.54	35.21	35.44
981	Special Projects Coordinator	38.20	40.11	42.12	44.22	46.44
982	Fiscal Sustainability Manager	47.44	52.18	56.92	61.03	66.40

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2023 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2021-27

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

WHEREAS, effective January 1, 2023, the mandatory minimum wage will increase from \$15.00 to \$15.50 per hour; and,

WHEREAS, the City's hourly rate schedule needs to be updated to incorporate the \$15.50 per hour state mandated minimum wage; and,

WHEREAS, effective January 1, 2023, this Resolution shall supersede and repeal Exhibit B from Resolution No. 2021-27.

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

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

SECTION 2. The City of Los Alamitos hourly rate schedule is hereby amended and restated, effective January 1, 2023, to read as set forth in Exhibit "A," attached hereto.

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

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

DocuSigned by:

Shelley Hasselbrink

AF57F110E7A148D...

Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

Windmera Quintanar

54BCC20B4CA6408...

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Michael S. Daudt

D2A022E0E4DF418...

Michael S. Daudt, City Attorney

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

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

AYEs: COUNCILMEMBERS: Doby, Chirco, Hasslebrink, Murphy, Nefulda
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

DocuSigned by:

Windmera Quintanar

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Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
HOURLY RATE SCHEDULE
Effective January 1, 2023

Exhibit A

CLASS CODE	CLASSIFICATION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E
905	Recreation Leader	15.50	16.28	17.09	17.94	18.84
921	Senior Recreation Leader	16.50	17.33	18.19	19.10	20.06
931	Recreation Specialist	17.33	18.19	19.10	20.06	21.06
955	Community Services Coordinator	19.95	20.95	21.99	23.09	24.25
910	Lifeguard	16.57	17.40	18.27	19.18	20.14
925	Water Safety Instructor I	17.57	18.45	19.37	20.34	21.36
935	Sr. Lifeguard/Water Safety Instructor II	18.45	19.37	20.34	21.36	22.42
920	Police Aid/Cadet	15.50	16.28	17.09	17.94	18.84
945	Police Investigator	15.80	16.59	17.42	18.29	19.20
946	Police Reserve	15.80	16.59	17.42	18.29	19.20
965	Police Recruit	22.00				
970	Photo Enforcement Officer	28.79	30.23	31.74	33.33	35.00
983	Emergency Services Coordinator	32.92	34.57	36.29	38.11	40.00
940	Account Clerk	15.50	16.28	17.09	17.94	18.84
941	Administrative Intern	15.50	16.28	17.09	17.94	18.84
944	Clerical Assistant	18.25	19.16	20.12	21.13	22.18
947	Receptionist	15.64	16.42	17.24	18.11	19.00
960	Maintenance Worker	19.30	20.27	21.28	22.34	23.46
948	Department Secretary	22.83	23.97	25.17	26.43	27.76
971	Code Enforcement Officer	23.83	25.02	26.27	27.59	28.97
951	Deputy City Clerk	27.72	29.11	30.56	32.09	33.69
978	Senior Code Enforcement Officer	30.42	31.94	33.54	35.21	36.98
981	Special Projects Coordinator	38.20	40.11	42.12	44.22	46.44
982	Fiscal Sustainability Manager	47.44	52.18	56.92	61.03	66.40

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Investment Policy Update

SUMMARY

This report provides the Council with an update on the City's Investment Policy and recommends amendments for allowable investments per the State Government Code.

RECOMMENDATION

Adopt Resolution No. 2023-25, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2023."

BACKGROUND

The Investment Policy provides the guidelines for prudent investment of the City's reserve cash. It outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio. The Budget Standing Committee reviewed the City's Investment Policy at a Special Meeting on November 6, 2024. It is reviewed annually for submission and approval by the City Council. The Investment Policy is reviewed and presented to the Council each year. The last report was dated September 19, 2022. Attached is a copy of the Council report and current Investment Policy (Attachment 1).

The City's investment portfolio consists primarily of Certificates of Deposit, U.S. Government Agency Securities, and investment in the Local Agency Investment Fund (State Investment Pool - LAIF). It should be noted that the City's permitted investments are more restrictive than the State guidelines.

The City's primary objectives, in order of priority, remain as follows:

1. Safety of principal,
2. Liquidity, and
3. Yield.

While investment risk is associated with any investment activity, there is also an opportunity risk related to inactivity. The goals and objectives will be to actively manage the City's idle cash to earn a greater yield while prioritizing safety and liquidity.

DISCUSSION

Within the constraints of the investment guidelines, the investment portfolio has increased from \$11.8 million (March 2020) to \$27.4 million in a little over three years (March 2020 to June 2023). It has resulted in approximately half a million dollars in investment revenue (before adjustments).

To maximize the City's earnings potential on its investment portfolio and be in compliance with investment guidelines as promulgated by the California Debt Advisory Committee (CDIAC), it is recommended that the Investment Policy be amended to expand the allowable investment instruments to be in line with the State Government Code, with the noted excluded exceptions.

Attached is the California Allowable Investments as of January 1, 2023, as defined by CDIAC (Attachment 2).

The proposed additional allowable investment instruments and changes include:

- Commercial Paper Non-Pooled Funds up to a maximum of 270 days or less (change from current 180 days).

This change could add approximately 20 basis points (from 5.60% for 180 days to 5.80% for 270 days). The resulting change could increase the interest generated from the \$1 million commercial paper portfolio holdings. More importantly, it would provide broader access to some larger AAA issuers and result in more secure holdings.

- Joint Powers California Asset Management Program Pool (CAMP).

The California Asset Management Program (CAMP) has existed since 1989. The investment option is for agencies with known cash flows to have the opportunity to optimize interest earnings. The current seven-day yield for CAMP is 5.55% versus LAIF at 3.59%. Since LAIF is slower to adjust to the market than the CAMP index, the resulting change to include investment in CAMP would add over 200 basis points to provide more significant earnings potential. For example, a CAMP portfolio balance of \$2 million would result in approximately \$40,000 in additional annual interest earnings. The CAMP pool would be used with LAIF to provide an additional investment portfolio tool to maximize interest earnings.

As previously defined, allowable investment instruments specifically exclude reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMOs), limited partnerships, real estate investment trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, unregulated and/or uninsured investment pools, common stock, preferred stock, commodities, precious metals, securities with high price volatility, limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard, all having terms of five years or less to maintain liquidity. A draft policy has been redlined to reflect the proposed changes (Attachment 4).

FISCAL IMPACT

There is no direct fiscal impact on allowing the requested changes. Still, there is the potential for increased interest earnings with the expansion of available investment options under the State Government Code.

- Attachment:
1. 09-19-2022 Council Report Adopting Investment Policy
 2. Allowable Investments CDIAC January 2023
 3. Resolution 2023-25 - Annual Investment Policy (November 2023)
 4. Exhibit A - November 2023 Investment Policy Redlined

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED SEPTEMBER 2022

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

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

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

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby adopts the Statement of Investment Policy, dated September 2022 attached hereto as Exhibit "A."

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

PASSED, APPROVED, AND ADOPTED this 19th day of September, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council held on the 19th day of September 2022, by the following vote, to wit:

AYES:	COUNCILMEMBERS: Doby, Chirco, Hasselbrink, Nefulda
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Statement of Investment Policy September 2022

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

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

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

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

General Fund
Special Revenue Funds
Capital Projects Funds
Internal Service Funds

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

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

3. Regulation:

A. Investment Objectives

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

The Policy has three primary objectives in order of priority:

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

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

Limiting investments to the safest types of securities.

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

Diversifying the investment portfolio so that potential losses are minimized

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

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

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

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

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

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

B. Legal and Policy Constraints

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

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

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

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

C. Safekeeping of Securities

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

D. Maturity and Term

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

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

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

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

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

Market risk, the risk of market value fluctuations due to changes in the general level of interest rates, is mitigated by limiting the weighted average maturity of the portfolio along with a ladder structure. The weighted average maturity of the pooled portfolio should not exceed three years. At least 30% of the portfolio should have a maturity of 1 year or less with the balance of the portfolio ladder with maturities ranging from 1 to 5 years.

No securities can be purchased with a maturity greater than five years without the prior approval of the City Council.

E. Investment Authority

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

All investments of the City of Los Alamitos shall be approved by the City Manager, or their designee.

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

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

F. Transfer of Investment Funds

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

G. Deposits

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

The bank or savings and loan must secure the active and inactive deposits with eligible securities having a market value of 110% of the total amount of the deposits. The

investment officer may, at his/her discretion, waive security for that portion of a deposit which is insured pursuant to federal law. Currently, the first \$250,000 of a deposit is federally insured. It is the City's policy to waive this collateral requirement for the first \$250,000 because it is possible to receive a higher rate.

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

H. Permitted Investments

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

The City's specific permitted investment guidelines are listed in Appendix A, with the noted restricted instruments A Glossary and a summary of the State of California Statutes Applicable to Municipal Investments and is provided in Appendix B and C.

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

I. Diversification

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

J. Performance Standards

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

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

K. Reporting

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

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

L. Policy Review

1. Annual Statement of Investment Policy

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

2. Periodic Review

To ensure a statement which is consistent with any new relevant legislation and financial trends, the City Treasurer shall periodically report to the City Council proposed changes and amendments to this document for review and approval. In any event, all changes in state law affecting this policy shall be considered incorporated immediately upon their effective date unless otherwise adopted earlier by action of the City Council.

M. Qualified Dealers

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

The City Treasurer will maintain a list of financial institutions formally authorized to provide investment services. The City Treasurer shall formally authorize investment brokers to provide investment services to the City. Investment Brokers may be Primary Dealers or Regional Brokers and licensed to do business in the State of California. Brokers must

complete a broker questionnaire which includes proof of Financial Industry Regulatory Authority (FINRA) certification, proof of State registration and execute a certification that the Broker's employees and supervisory personnel have read and understand the City's Investment Policy. The City Treasurer may conduct periodic reviews of the approved list of investment brokers and may remove a firm from the approval list at any time due to any failure to comply with any of the above criteria, failure to execute a transaction, any change in broker/dealer staff, or any action, event or failure to act which, in the sole discretion of the City Treasurer, is materially adverse to the best interest of the City of Los Alamitos.

APPENDIX A -Permitted Investments

DEPOSITORY SERVICES

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

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

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

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

INVESTMENT SECURITIES

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

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

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

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

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

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

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

Local Agency Bonds are bonds issued by other local agencies, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(a).

State Obligations – CA and others are obligations issued by California and other states, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(c)(d).

California Local Agency Obligations are obligations issued by local agencies within California, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(e).

Bankers' Acceptances are a negotiable piece of paper that functions like a post-dated check. A bank, rather than an account holder, guarantees the payment. Banker's acceptances (also known as bills of exchange) are used by companies as a relatively safe form of payment for large transactions. BAs can also be short-term debt instruments, similar to U.S. Treasury bills, that trade at a discount to face value, maximum maturity 180 days, specified at 40% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601(g).

Placement Service Deposits are deposit placement services, which enables funds to be placed in demand deposit accounts, money market deposit accounts, or both,

maximum maturity 5 years, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Placement Service Certificates of Deposit are certificates of deposit placed by a service on behalf of banks and credit unions that are FDIC or NCUA insured, 5 years maximum maturity, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Collateralized Bank Deposits are protected public funds backed by a collateralization agreement to protect the principal in the event of failure by the financial institution, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53630 et seq, and 53601(n).

Mortgage Pass-Through and Asset-Backed Securities are pools of fixed-income securities backed by a package of assets. A servicing intermediary collects the monthly payments from issuers and, after deducting a fee, remits or passes them through to the holders of the pass-through security or entities who have invested in it). A pass-through security is also known as a "pay-through security" or a "pass-through certificate" though technically the certificate is the evidence of interest or participation in a pool of assets that signifies the transfer of payments to investors; it's not the security itself; maturity maximum maturity 5 years or less; specified maximum of 20% of portfolio; AA rating or better; Government Code 53061(o).

Commercial Paper Non- Pooled Funds (under \$100 million investments) – are short-term money market instruments that is used for obtaining short-term funding secured by a promissory note; maximum maturity 180 days or less, specified maximum of 25% of portfolio, rating of highest letter by NRSRO, Government Code 53601(h)(2)(c).

Medium Term Notes – are securities that are collateralized in an amount equal to their full outstanding principal amount; maximum maturity 5 years or less, specified maximum 30% of portfolio, A rating or better, Government Code 53601(k).

County Pooled Investment Funds are investments that are combined in a pool from all participating members and share in the performance of the pooled money; generally large county pools like Orange County Investment Pool (OCIP), no specified maturity but would default to 5 years maximum, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 27133.

Public Bank Obligations are obligations issued by a public bank or financial institution, in which a state, municipality, or public actors are the owners. It is an enterprise under government control. Prominent among current public banking models are the Bank of North Dakota, the German public bank system, and many nations' postal bank systems, maximum maturity 5 years, no specified percentage of portfolio, no minimum quality requirements, Government Code 53601(r), 53635(c), and 57603.

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

FIGURE 1

**ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT
CODE (AS OF JANUARY 1, 2023)^A APPLICABLE TO ALL LOCAL AGENCIES^B**

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

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

TABLE OF NOTES FOR FIGURE 1

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

RESOLUTION NO. 2023-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2023

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

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

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

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

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

SECTION 2. The City Council of the City of Los Alamitos hereby adopts the Statement of Investment Policy, dated November 2023, attached hereto as Exhibit "A."

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

PASSED, APPROVED, AND ADOPTED this 20th day of November , 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 November 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Statement of Investment Policy

~~November~~September 20232

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

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

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

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

General Fund
Special Revenue Funds
Capital Projects Funds
Internal Service Funds

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

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

3. Regulation:

A. Investment Objectives

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

The Policy has three primary objectives in order of priority:

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

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

Limiting investments to the safest types of securities.

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

Diversifying the investment portfolio so that potential losses are minimized

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

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

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

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

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

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

B. Legal and Policy Constraints

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

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

Accordingly, the City's conservative philosophy prohibits active trading and speculation⁷⁻¹, i.e., the purchase of securities with the intent to profit from favorable market changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically expressly prohibited. However, the City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or City needs.

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

C. Safekeeping of Securities

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

D. Maturity and Term

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

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

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

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

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

Market risk, the risk of market value fluctuations due to changes in the general level of interest rates, is mitigated by limiting the weighted average maturity of the portfolio along with a ladder structure. The weighted average maturity of the pooled portfolio should not exceed three years. At least 30% of the portfolio should have a maturity of 1 year or less, with the balance of the portfolio ladder with maturities ranging from 1 to 5 years.

No securities can be purchased with a maturity greater than five years without the prior approval of the City Council.

E. Investment Authority

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

All investments of the City of Los Alamitos shall be approved by the City Manager, or their designee.

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

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

F. Transfer of Investment Funds

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

G. Deposits

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

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

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

H. Permitted Investments

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

The City's specific permitted investment guidelines are listed in Appendix A, with the noted restricted instruments A Glossary and a summary of the State of California ~~Statutes~~ Applicable statutes applicable to Municipal Investments and is provided in Appendix B and C.

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

I. Diversification

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

J. Performance Standards

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

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

K. Reporting

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

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

L. Policy Review

1. Annual Statement of Investment Policy

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

2. Periodic Review

To ensure a statement ~~which~~that is consistent with any new relevant legislation and financial trends, the City Treasurer shall periodically report to the City Council proposed changes and amendments to this document for review and approval. In any event, all changes in state law affecting this policy shall be considered incorporated immediately upon their effective date unless otherwise adopted earlier by action of the City Council.

M. Qualified Dealers

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

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

APPENDIX A -Permitted Investments

DEPOSITORY SERVICES

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

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

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

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

INVESTMENT SECURITIES

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

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

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

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

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

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

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

Local Agency Bonds are bonds issued by other local agencies, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(a).

State Obligations – CA and others are obligations issued by California and other states, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(c)(d).

California Local Agency Obligations are obligations issued by local agencies within California, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601(e).

Bankers' Acceptances are a negotiable piece of paper that functions like a post-dated check. A bank, rather than an account holder, guarantees the payment. Banker's acceptances (also known as [bills of exchange](#)) are used by companies as a relatively safe form of payment for large transactions. BAs can also be short-term debt instruments, similar to U.S. Treasury bills, that trade at a discount to face value, maximum maturity 180 days, specified at 40% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601(g).

Placement Service Deposits are deposit placement services, which enables funds to be placed in demand deposit accounts, money market deposit accounts, or both,

maximum maturity 5 years, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Placement Service Certificates of Deposit are certificates of deposit placed by a service on behalf of banks and credit unions that are FDIC or NCUA insured, 5 years maximum maturity, specified 50% maximum percentage of portfolio, no minimum quality requirements, Government Code 53601.8 and 53635.8.

Collateralized Bank Deposits are protected public funds backed by a collateralization agreement to protect the principal in the event of failure by the financial institution, maximum maturity 5 years, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53630 et seq, and 53601(n).

Mortgage Pass-Through and Asset-Backed Securities are pools of [fixed-income securities](#) backed by a package of [assets](#). A servicing intermediary collects the monthly payments from issuers and, after deducting a fee, remits or passes them through to the holders of the pass-through security or entities who have invested in it). A pass-through security is also known as a "pay-through security" or a "[pass-through certificate](#)" though technically the certificate is the evidence of interest or participation in a pool of assets that signifies the transfer of payments to investors; it's not the security itself; maturity maximum maturity 5 years or less; specified maximum of 20% of portfolio; AA rating or better; Government Code 53061(o).

Commercial Paper Non- Pooled Funds (under \$100 million investments) – are short-term money market instruments that is used for obtaining short-term funding secured by a promissory note; maximum maturity [270480](#) days or less, specified maximum of 25% of portfolio, rating of highest letter by NRSRO, Government Code 53601(h)(2)(c).

Medium Term Notes – are securities that are collateralized in an amount equal to their full outstanding principal amount; maximum maturity 5 years or less, specified maximum 30% of portfolio, A rating or better, Government Code 53601(k).

County Pooled Investment Funds are investments that are combined in a pool from all participating members and share in the performance of the pooled money; generally large county pools like Orange County Investment Pool (OCIP), no specified maturity but would default to 5 years maximum, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 27133.

Joint Powers Authority Pool – California Asset Management Program are investments that are combined in a qualified pool from all participating members and share in the performance of the pooled money; generally large county pools like Orange County Investment Pool (OCIP), no specified maturity but would default to 5 years maximum, no maximum specified percentage of portfolio, no minimum quality requirements, Government Code 53601 (p).

Public Bank Obligations are obligations issued by a public bank or financial institution, in which a [state](#), municipality, or public actors are the owners. It is an enterprise under government control. Prominent among current public banking models are the [Bank of North Dakota](#), the [German public bank](#) system, and many nations' [postal bank](#) systems, maximum maturity 5 years, no specified percentage of portfolio, no minimum quality requirements, Government Code 53601(r), 53635(c), and 57603.

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

**Subject: Resolution No. 2023-24 - Adopting the June 30, 2023 Measure M2
Expenditure Report**

SUMMARY

Each agency that receives Measure M2 funds is required by the Orange County Transportation Authority to adopt an annual Expenditure Report to account for the use of Measure M2 funds.

RECOMMENDATION

Adopt Resolution No. 2023-24, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2023."

BACKGROUND

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal plan is designated as Measure M2 and provides funding for 30 years that focuses solely on improving the regional transportation system. The measure includes taxpayer safeguards; one of which is a requirement to provide the annual expenditure report. Within six months of the close of the fiscal year, each agency must complete and submit a Measure M2 expenditure report and accompanying resolution to the City Council for adoption and approval.

DISCUSSION

The M2 Expenditure Report includes all possible funds. The line item referred to throughout this report is labeled as "Local Fair Share". Below is a summary of the fund.

Fund Balance - Schedule 1

\$577,945 as of June 30, 2023

This amount includes funds received totaling \$574,554 and interest earned on unexpended receipts of \$3,391.

Revenues - Schedule 2

\$314,116 in Fiscal Year 2022-23

This amount includes revenues received totaling \$302,402 and earned interest on receipts in the amount of \$11,714.

Expenditures - Schedule 2 and 3

\$329,584 in Fiscal Year 2022-23

This amount includes expenditures of \$317,870 and earned interest on receipts in the amount of \$11,714.

Local Fair Share Project List - Schedule 4

\$329,584 in Fiscal Year 2022-23

This schedule shows the amounts expended on various transportation improvement projects.

FISCAL IMPACT

Adoption, as required, will ensure the City will continue to receive Measure M2 allocations. Total revenues for FY2023-24 are expected to be \$227,000.00

- Attachment:
1. Resolution 2023-24 - Measure M2 Expenditure Report
 2. Exhibit A - M2 Expenditure Report

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS, local jurisdictions are 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, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements; and,

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and,

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and,

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

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

SECTION 1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

SECTION 2. The M2 Expenditure Report is hereby adopted by the City of Los Alamitos, CA, and included as Exhibit A.

SECTION 3. The City of Los Alamitos Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2023.

PASSED, APPROVED, AND ADOPTED this 20th day of November, 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 November 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2023

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City of Los Alamitos is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City of Los Alamitos has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceed the FY 2022-23 MOE benchmark dollar amount¹¹.

Craig A. Koehler
Director of Finance (Print Name)

10/19/23
Date


Signature

¹¹ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

M2 Expenditure Report
Fiscal Year Ended June 30, 2023
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 590,022	\$ 3,391
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ -	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ 817,936	\$ 14,173
Balances at Beginning of Fiscal Year	13	\$ 1,407,958	\$ 17,564
Monies Made Available During Fiscal Year	14	\$ 867,122	\$ 20,312
Total Monies Available (Sum Lines 13 & 14)	15	\$ 2,275,080	\$ 37,876
Expenditures During Fiscal Year	16	\$ 1,146,643	\$ 20,174
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 574,554	\$ 3,391
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ -	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ 553,883	\$ 14,311

* Please provide a specific description

	Beginning	Ending
LOCAL FAIR SHARE (26)	\$ 590,022	\$ 574,554
CDBG (19)		\$ -
Res Street/Alleys (24)		\$ 6,942
Traffic Improv (44)	\$ -	\$ 269,604
	\$ 817,936	\$ 851,100
PER GL		552,869
DIFF - AUDIT ADJ		21,685

M2 Expenditure Report

Fiscal Year Ended June 30, 2023

Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M: Freeway Projects	1	\$ -	\$ -
O: Regional Capacity Program (RCP)	2	\$ -	\$ -
P: Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q: Local Fair Share	4	\$ 302,402	\$ 11,714
R: High Frequency Metrolink Service	5	\$ -	\$ -
S: Transit Extensions to Metrolink	6	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ -	\$ -
V: Community Based Transit/Circulators	9	\$ -	\$ -
W: Safe Transit Stops	10	\$ -	\$ -
X: Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ 564,720	\$ 8,598
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 867,122	\$ 20,312
Expenditures:			
A-M: Freeway Projects	14	\$ -	\$ -
O: Regional Capacity Program (RCP)	15	\$ -	\$ -
P: Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q: Local Fair Share	17	\$ 317,870	\$ 11,714
R: High Frequency Metrolink Service	18	\$ -	\$ -
S: Transit Extensions to Metrolink	19	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ -	\$ -
V: Community Based Transit/Circulators	22	\$ -	\$ -
W: Safe Transit Stops	23	\$ -	\$ -
X: Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ 828,773	\$ 8,460
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 1,146,643	\$ 20,174
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ (279,521)	\$ 138

* Please provide a specific description

Revenue

CDBG (19)	\$ -	\$ -
Gas Tax (20)	\$ 564,720	\$ 515
Res Street /Alleys (24)		\$ 138
Traffic Improv (44)	\$ -	\$ 7,945
	<u>\$ 564,720</u>	<u>\$ 8,598</u>

Expenditures

CDBG (19)	\$ 10,670	
Gas Tax (20)	\$ 639,551	\$ 515
Res Street /Alleys (24)	\$ -	\$ -
Traffic Improv (44)	\$ 178,552	\$ 7,945
	<u>\$ 828,773</u>	<u>\$ 8,460</u>

M2 Expenditure Report
Fiscal Year Ended June 30, 2023
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ¹	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other ³	TOTAL
Indirect and/or Overhead	1	\$ 47,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,880
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ 20,656	\$ -	\$ -	\$ -			\$ 11,945	\$ 445	\$ -	\$ -			\$ 743,634	\$ 776,680
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,582	\$ 4,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,499
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,760	\$ 699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,459
Storm Drains	6	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction ¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,287	\$ 6,061	\$ -	\$ -	\$ -	\$ -	\$ 743,634	\$ 915,982
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,287	\$ 6,061	\$ -	\$ -	\$ -	\$ -	\$ 743,634	\$ 915,982
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,080	\$ 974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,054
Street Lights & Traffic Signals	13	\$ 181,718	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,718
Storm Damage	14	\$ -	\$ -	\$ -	\$ -			\$ 50,563	\$ 1,885	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,448
Other Street Purpose Maintenance	15	\$ 415,475	\$ -	\$ -	\$ -			\$ 74,940	\$ 2,794	\$ -	\$ -	\$ -	\$ -	\$ 85,139	\$ 578,348
Total Maintenance ¹	16	\$ 597,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,583	\$ 5,653	\$ -	\$ -	\$ -	\$ -	\$ 85,139	\$ 839,568
Other	17		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 597,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,870	\$ 11,714	\$ -	\$ -	\$ -		\$ 828,773	\$ 1,803,430
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: 													

LFS (Q)

Construction	Maintenance	Interest
Apt Row Howard	11,945	PMP 25,000
ADA Sidewalks	18,760	Tree Plant CW 51,252
Katella Ave Sig Sync	100,000	Art & Res Tree 23,688
St Signs @ Intersections	35,582	Howard Ave 1,080
		Catch Basin 50,563
	166,287	151,583
		317,870
		11,714

Other (M-2)

Construction	Maintenance	Interest
Round #1 Howard St	7,008	Storm Drain MI 10,139
Round #2 Bloomfield	3,662	St Markings 75,000
Woodcrest & Carrier Row	209,685	
New Dutch Haven St Imp	296,373	
Bloomfield St Imp	48,354	
Briggman St Widening	178,552	
	743,634	85,139
		828,773
		515
		7,945
		8,460

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

- ¹ Includes direct charges for staff time
² Other M2 includes A-M, R,S,T,U,V, and W
³ Transportation related only
 * Please provide a specific description

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 111

To: Mayor Tanya Doby & Members of the City Council

Presented By: Kain Gallaughier, Captain

Subject: Five-Year Contract with Flock Group, LLC

SUMMARY

The Police Department seeks authorization to extend the contract for the Automated License Plate Reader (ALPR) program for an additional five years, expiring December 31, 2028.

RECOMMENDATION

Enter into a five-year Master Service Agreement with Flock Group, Inc. to lease twelve Automated License Plate Readers for a contract cost of \$168,000.

BACKGROUND

Automated License Plate Reader (ALPR) technology has significantly improved over the past several years. License plate information and vehicle-specific data collected, when mined for investigative purposes, have proven invaluable when attempting to identify suspects, witnesses, vehicles associated with AMBER and SILVER Alerts, missing persons, and the efficient monitoring of registered sex offenders. ALPRs also enhance productivity and improve officer safety. Several local police agencies utilizing ALPRs have reported their use has proven to be an invaluable resource.

Since 2021, the City of Los Alamitos has utilized ALPR technology to help combat increased property crimes throughout the City. The City contracted with Flock Group and currently has multiple ALPR cameras stationed at various entry and exit points. Since the installation of this equipment, the Police Department has seen a significant increase in the amount of recovered stolen vehicles and suspects taken into custody, a decrease in vehicle and catalytic converter thefts, and our detective bureau has been able to develop leads in cases which would have otherwise not been discovered without this technology.

DISCUSSION

Since 2021, the City of Los Alamitos has contracted with Flock Group annually to lease ALPR equipment, the Flock Operating System, and an extended data retention plan. Flock Safety has charged a flat rate of \$2,500 for equipment and \$300 for data retention per camera annually, for a total annual contract price of \$33,600. Due to supply chain issues, inflation, and rising costs for Flock to operate its company, Flock has raised the yearly fee of this equipment to \$3,000 per camera. This does not effect the current contract the City has with Flock. However, when the contract is up for renewal in February 2024, the new price of the cameras will increase to \$3,000 per camera per year.

To show their appreciation for current customers and to thank them for their loyalty, Flock is offering the option to lock in the City's current rate of \$2,500 per camera per year with a five-year contract. This five-year option would continue to be billed one year at a time. This five-year contract would co-term with our existing contract, beginning December 31, 2023. This means the five-year contract would begin December 31, 2023, and Flock Safety would prorate the remaining two months of our current contract towards the new five-year agreement.

Based on the success of the ALPR program in our city and the other cities utilizing this technology, there is no belief that this program will end within the next five years. The City will save \$30,000 over the next five years by taking advantage of this opportunity.

FISCAL IMPACT

The City already budgets for ALPR services for the amount agreed upon in this five-year contract. Sufficient funds have already been budgeted for in the Special Revenue Fund 51, Police Capital, account 51-525-5420.

Should the City chooses to decline the five-year contract, there will be an additional fiscal impact of \$6,000 annually (or \$30,000 over the next five years).

- Attachment:
1. Flock Group Inc - Law Enforcement Agreement
 2. Flock Group Inc (2021)
 3. Amend 1 - Flock Group Inc (2023)

Flock Safety + CA - Los Alamitos PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landlers@flocksafety.com
404-777-4113

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: • Visual Search - Upload any digital image and transform it into an investigative lead • Multi-Geo Search - Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number • Convoy Analysis - Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. • Computer-Aided Dispatch (CAD) Integration - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. • Automatic Vehicle Location (AVL) Integration - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. ✓ 1 Standard LPR Camera ✓ Unlimited LTE data service + Flock OS platform licenses ✓ 1 DOT breakaway pole ✓ Dual solar panels ✓ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. ✓ 1 LPR Camera ✓ Unlimited LTE data service + software licenses ✓ 1 portable mount with varying-sized band clamps ✓ 1 Charger for internal battery ✓ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. ✓ 1 Long-Range LPR Camera ✓ Computing device in protective poly case ✓ AC Power ✓ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: CA - Los Alamitos PD
Legal Entity Name: CA - Los Alamitos PD
Accounts Payable Email: kgallaugh@cityoflosalamitos.org
Address: 3191 Katella Ave Los Alamitos, California
90720

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$33,600.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	12	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	\$300.00	12	\$3,600.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$33,600.00
Annual Recurring Subtotal:	\$33,600.00
Discounts:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$168,000.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$33,600.00
Annual Recurring after Year 1	\$33,600.00
Contract Total	\$168,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$30,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Los Alamitos PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 02 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the Order Form.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including without limitation responding to requests for records in accordance with the California Public Records Act., provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS OR (III) TO TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

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**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	City of Los Alamitos	Contact Name:	Wayne Byerley
Address:	3191 Katella Ave Los Alamitos, CA. 90720	Phone:	714-336-5533
		E-Mail:	wbyerley@cityoflosalamitos.org
Expected Payment Method:		Billing Contact:	
		(if different than above)	

Initial Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and
Renewal Term: 12 Months	conditions

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	12	\$30,000.00
Implementation Fee (Public)	\$250.00	12	\$3,000.00
Year 1 Total			\$33,000.00

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Recurring Total:

30000

Special terms:

- None

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

City of Los Alamitos

DocuSigned by:
By: Mark Chirco
Mark A. Chirco 8/19/2021
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
Michael S. Daudt 8/19/2021
City Attorney

DocuSigned by:
By: Windmera Quintanar
Windmera Quintanar, MMC 8/19/2021
City Clerk

Flock Safety, Inc.

DocuSigned by:
By: Garrett Langley, Secretary
Garrett Langley 8/18/2021
Secretary

DocuSigned by:
By: Alex Latraverse, Chief Revenue Officer
Alex Latraverse 8/18/2021
Chief Revenue Officer

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, except as otherwise required by law, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the FlockSystem on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. "**Authorized End User**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

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1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. **WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location and positioning of each Unit, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations

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and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of cameramounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, the “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance

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services ("*On-Site Services*") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform

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hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including without limitation responding to requests for records in accordance with the California Public Records Act, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain – at the Disclosing Party's sole cost and expense – a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search

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access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock’s complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of

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the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance written notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond

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Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

7.5 Insurance. Flock agrees to maintain insurance that meets the following requirements:.

Without limiting Flock's indemnification of AGENCY, and prior to commencement of the Installation Services, Flock shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AGENCY.

General liability insurance. Flock shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard TSO "insured contract" language will not be accepted.

Automobile liability insurance. Flock shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Flock arising out of or in connection with the Installation Services and Flock Services to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Flock shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Flock shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Prior to commencement of the Installation Services, Flock shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Flock shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's Risk Manager prior to commencement of the Installation Services. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Flock shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Installation Services or Flock Services hereunder by Flock, his agents, representatives, employees or

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subconsultants.

Primary/noncontributing. Coverage provided by Flock shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications 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 Flock or AGENCY will withhold amounts sufficient to pay premium from Flock payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Flock or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Flock hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Flock acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform Flock of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Flock maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Flock. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Flock agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Flock's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability

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exclusions.

Pass through clause. Flock agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Flock, provide the same minimum insurance coverage and endorsements required of Flock. Flock 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. Flock agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Flock ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Flock, the AGENCY and Flock may renegotiate Flock's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. Flock shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from Flock's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Flock shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Installation Services and Flock Services.

Before Flock retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, Flock must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
- B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 8.4 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the AGENCY Risk Manager

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

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DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT. OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF CALIFORNIA.

8.2 Additional No-Fee Term Requirements. WITH THE EXCPTION OF TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE Except for Flock's willful acts.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, Agency's breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Flock hereby agrees to indemnify and hold harmless Agency against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Flock's negligent acts or omissions in performance of this Agreement or provision of the Services, Hardware, or Software, including any claim that such actions violate any applicable law or third party right.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with its record retention schedules. Should Flock be legally compelled to produce the Agency Data and Non-Agency End User Data and Agency has retained such data, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting

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terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Orange County, California by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**FLOCK GROUP INC.
ADDITIONAL SERVICES AGREEMENT**

This Additional Services Agreement combined with the existing Government Agency Customer Agreement ("Agency Agreement") attached hereto as **Exhibit "A"** and incorporated herein by this reference describe the relationship between Flock Group Inc. ("**Flock**") and the government agency identified below ("**Agency**") (each, a "**Party**" and together, the "**Parties**"). Except as expressly modified below, this Additional Services Agreement hereby incorporates and includes the terms of the existing Agency Agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship between Flock and Agency. The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agency Agreement.

This Additional Services Agreement will be effective when executed by both Parties (the "**Effective Date**").

Agency: City of Los Alamitos	Contact Name: Wayne Byerley
Address: 3191 Katella Ave Los Alamitos, CA 90720	Phone: 714-336-5533 E-Mail: wbyerley@cityoflosalamitos.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

I. **Additional Document Retention Services and Pricing.** Pursuant to this Additional Services Agreement, Flock will retain and make available to Agency's designated administrator and Authorized End Users (to the extent they have access) all automatic license plate detection image records and Footage for three-hundred-sixty-five (365) days. The pricing for such additional document retention services is set below:

Name	Price/Usage Fee	QTY	Subtotal
Extended data retention	\$300.00	12.00	\$3,600.00

(Includes one-time fees)

Year 1 Total: \$3,600.00

Recurring Total: \$3,600.00

II. **Amendments to the Agency Agreement.**

- a. Section 2.1 (Provision of Access) of the Agency Agreement is hereby amended to specify that the Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users who have access via the Web Interface for three-hundred-sixty-five (365) days.
- b. Section 4.2 (Agency and Non-Agency End User Data) of the Agency Agreement is hereby amended to specify that Flock may only delete Footage older than three-hundred-sixty-five (365) days. Further, Agency shall have a 365-day window to view, save and/or transmit Footage prior to its deletion.

- c. Full Force and Effect. Except for the changes and modifications expressly described in this Additional Services Agreement, all other Terms and conditions of the Agency Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Additional Services Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: City of Los Alamitos

By: _____

DocuSigned by:
By: Tanya Doby
9F361666C60C4A2...
Tanya Doby, Mayor 1/25/2023

Name: _____

ATTEST:

Title: _____

DocuSigned by:
By: Windmera Quintanar
548CC26B4CA8409...
Windmera Quintanar, MMC, City Clerk 1/25/2023

Date: _____

APPROVED AS TO FORM:

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt, City Attorney 1/24/2023

Exhibit “A”

Government Agency Customer Agreement

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, except as otherwise required by law, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the FlockSystem on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. "**Authorized End User**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

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1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. **WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("*Permitted Purpose*"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location and positioning of each Unit, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a "*Designated Location*"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations

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and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("Reinstalls") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of cameramounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, the "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance

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services ("*On-Site Services*") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform

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hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including without limitation responding to requests for records in accordance with the California Public Records Act, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain – at the Disclosing Party's sole cost and expense – a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search

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access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "**Initial Fees**") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of

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the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance written notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond

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Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

7.5 Insurance. Flock agrees to maintain insurance that meets the following requirements:.

Without limiting Flock's indemnification of AGENCY, and prior to commencement of the Installation Services, Flock shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AGENCY.

General liability insurance. Flock shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard TSO "insured contract" language will not be accepted.

Automobile liability insurance. Flock shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Flock arising out of or in connection with the Installation Services and Flock Services to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Flock shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Flock shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Prior to commencement of the Installation Services, Flock shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Flock shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's Risk Manager prior to commencement of the Installation Services. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Flock shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Installation Services or Flock Services hereunder by Flock, his agents, representatives, employees or

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subconsultants.

Primary/noncontributing. Coverage provided by Flock shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications 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 Flock or AGENCY will withhold amounts sufficient to pay premium from Flock payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Flock or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Flock hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Flock acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform Flock of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Flock maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Flock. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Flock agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Flock's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability

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exclusions.

Pass through clause. Flock agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Flock, provide the same minimum insurance coverage and endorsements required of Flock. Flock 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. Flock agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Flock ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Flock, the AGENCY and Flock may renegotiate Flock's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. Flock shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from Flock's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Flock shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Installation Services and Flock Services.

Before Flock retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, Flock must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
- B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 8.4 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the AGENCY Risk Manager

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

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DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT. OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF CALIFORNIA.

8.2 Additional No-Fee Term Requirements. WITH THE EXCPTION OF TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE Except for Flock's willful acts.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, Agency's breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Flock hereby agrees to indemnify and hold harmless Agency against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Flock's negligent acts or omissions in performance of this Agreement or provision of the Services, Hardware, or Software, including any claim that such actions violate any applicable law or third party right.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with its record retention schedules. Should Flock be legally compelled to produce the Agency Data and Non-Agency End User Data and Agency has retained such data, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting

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terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Orange County, California by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11J

To: Mayor Tanya Doby & Members of the City Council

Presented By: Kain Gallagher, Captain

Subject: Annual Military Equipment Report

SUMMARY

Assembly Bill 481 requires City Council approval of an Annual Military Equipment Report.

RECOMMENDATION

Approve the Annual Military Equipment Report per Assembly Bill No. 481.

BACKGROUND

On September 30, 2021, Assembly Bill 481 required law enforcement agencies to adopt a military equipment use policy, by ordinance, no later than May 1, 2022. The Police Department complied with AB 481 and adopted Ordinance No. 2022-04 approving Policy 707 – *Military Equipment*.

AB 481 also requires law enforcement agencies to submit to the City Council an annual military equipment report on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs for the equipment, the quantity possessed by the agency, and the intention to purchase additional equipment in the following year. In addition, within 30 days of submitting and publicly releasing the report, a well-publicized and conveniently located community engagement meeting must be held to allow for public comments.

DISCUSSION

To maintain transparency and meet the reporting requirements of AB 481, the Los Alamitos Police Department has created the attached “MILITARY EQUIPMENT ANNUAL REPORT.” This report details the reporting and findings of the requirements outlined in Government Code 7072(a).

Once the City Council approves the annual report, it will be made available on the police department’s website. The community will have the opportunity to ask questions or provide input regarding the report and the department’s use of military equipment during the December City Council meeting.

FISCAL IMPACT

None.

- Attachment:
1. 2023 Annual Report
 2. Ordinance No. 2022-04 - Military Equipment Policy

LOS ALAMITOS POLICE DEPARTMENT



MILITARY EQUIPMENT ANNUAL REPORT

2023

Assembly Bill 481

<https://cityoflosalamitos.org>

(562) 431-2255

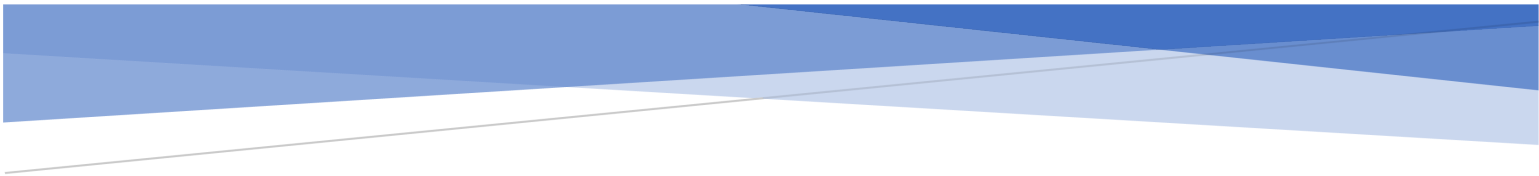
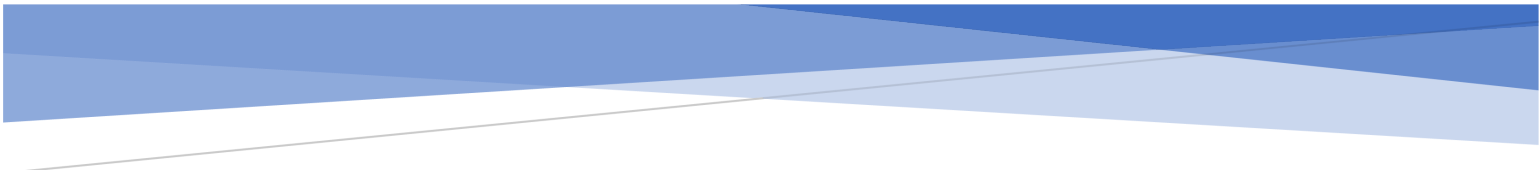


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HISTORY

On September 30, 2021, Assembly Bill 481 (“AB 481”) required law enforcement agencies to adopt a military equipment use policy by ordinance, in which the Legislature found and declared the following:

- (a) The acquisition of military equipment and its deployment in our communities adversely impacts the public’s safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.
- (b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency’s decision to fund, acquire, or use such equipment.
- (c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public’s welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.
- (d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.
- (e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

To address these concerns, AB 481 requires every law enforcement agency to do the following:

- 1. Create a military use policy.
- 2. Obtain approval of that policy by each agency’s applicable governing body.
- 3. Publish that policy 30 days prior to the above required approval hearing.
- 4. Create an Annual Report of each agency’s military equipment use.
- 5. Hold a community engagement meeting within 30 days of submitting/publicly releasing the above Annual Report.

The Los Alamitos Police Department has fulfilled the above requirements by creating Policy 707 - *Military Equipment*, publishing this policy on the city website no less than 30 days prior to an approval hearing, holding a well-publicized community engagement meeting, and obtaining approval from the City Council.

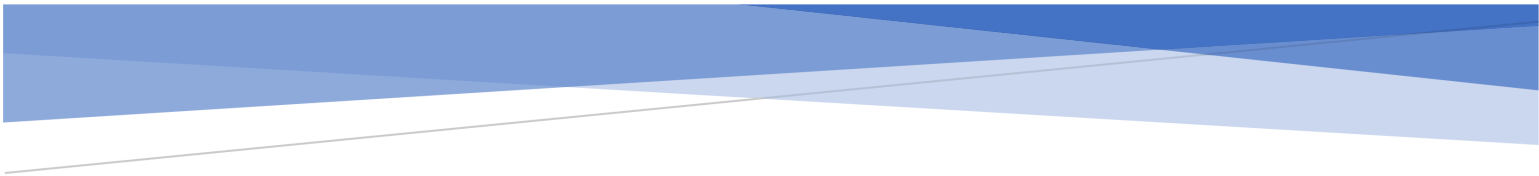
OVERVIEW

Per Government Code 7072(a), the Annual Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the Annual Military Equipment Report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Los Alamitos Police Department has identified the following assets available to our officers defined as military equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include items to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person.
- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Penal Codes § 30510 and § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber.
- "Flashbang" grenades and explosive breaching tools.
- Munitions containing tear gas or OC, and pepperballs, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- 40mm projectile launchers, "bean bag," rubber bullet and specialty impact munition (SIM) weapons.



MILITARY EQUIPMENT USAGE SUMMARY

Outside of training, the Los Alamitos Police Department did not deploy or use any of its listed Military Equipment. The following consumables (munitions or chemical agents) were used for training during this reporting period:

Drag Stabilized 12-Gauge Beanbag Round: 150

Winchester .223 Remington 55gr Rifle Round: 4,000

The Los Alamitos Police Department participates on the West County Special Weapons and Tactics Team (SWAT), which includes the cities of Los Alamitos, Cypress, Seal Beach, Fountain Valley, and Westminster. The public may refer to these agencies' military equipment annual reports for military equipment deployments in these cities.

SUMMARY OF COMPLAINTS REGARDING MILITARY EQUIPMENT

There were no complaints regarding military equipment usage in 2022-2023.

SUMMARY AND RESPONSES TO MILITARY EQUIPMENT POLICY VIOLATIONS

There were no policy violations regarding military equipment usage in 2022-2023.

FISCAL IMPACT

The fiscal impact of military equipment used and/or purchased for this reporting period is as follows:

1. Rifle purchase: \$754.27
2. Consumables: \$5,750.00

MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department deemed to be military and militaristic as defined by this policy:

Equipment	Quantity
REMINGTON 870 LESS LETHAL SHOTGUN	10
DRAG STABILIZED 12-GAUGE BEANBAG ROUND	150
COLT AR-15 223 16"	10
AERO PRECISION AR-15, 223 11.5"	1
WINCHESTER.223 REMINGTON 55GR RIFLE ROUND	8,400
WINCHESTER.223 REMINGTON 55GR FRANGIBLE RIFLE ROUND	1,900
WINCHESTER 5.56 MM 55GR FULL METAL JACKET RIFLE ROUND	400
FUSION RIFLE.223 REMINGTON 62 GRAIN RIFLE ROUND	380
HORNADY 308 WIN 168GR ELD MATCH RIFLE ROUND	220

The following constitutes an inventory of equipment known to be owned and/or utilized by law enforcement units with which the Los Alamitos Police Department collaborates and/or participates for law enforcement purposes.

Equipment	Quantity
LENCO BEARCAT G2	1
MOBILE COMMAND POST VEHICLE (MCP)	1
COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH-BANG	1
DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE	14
DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND	4
DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND	5
DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE	5
DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE	1
DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER	1
DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND	9
KINETIC BREACHING TOOL (KBT) MODEL 3-1000	1
GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X	1
TRANSCEND Vantage Patrol Robot	1
DJI INSPIRE 2	1
DJI MAVIC 2 ENTERPRISE DUAL	2
DJI FPV	1

PROJECTED MILITARY EQUIPMENT 2023-2024

1. ARMORED VEHICLES

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

ARMORED VEHICLE

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

Quantity: 1

Expected Purchase Price: \$350,000.

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

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

Expected Lifespan: 25 years.

Fiscal Impact: Annual maintenance cost of approximately \$6,000.

2. RIFLES:

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

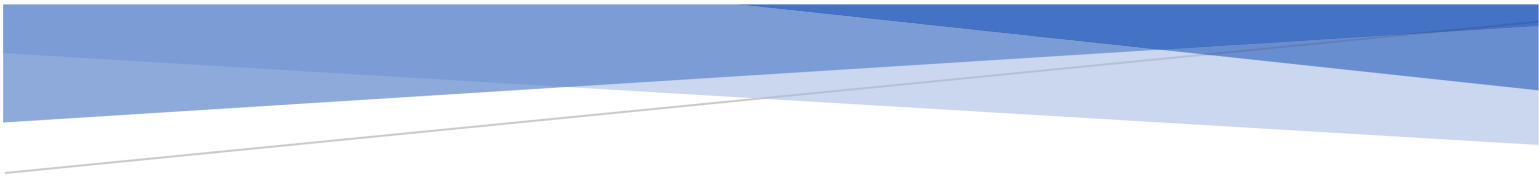
AERO PRECISION AR-15, 223 11.5"

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 11.5-inch barrel.

Quantity: 24

Expected Purchase Price: \$18,100.00

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.



Authorized Use: Only members who are POST-certified are authorized to use a rifle.

Expected Life Span: No expiration date.

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

Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members who operate any rifle are required to pass a range qualification annually.

Legal and Procedural Rules: Use is established under Policy 306.3.3. It is the policy of the Los Alamitos Police Department to utilize rifles only for official law enforcement purposes and pursuant to State and Federal laws regarding the use of force.

GOVERNMENT CODE 7072

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

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

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

LOS ALAMITOS PD POLICY 707 (MILITARY EQUIPMENT)

(Policy on Next Page)

Military Equipment

707.1 PURPOSE AND SCOPE

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

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment –

California Government Code § 7070 defines "military equipment" as including:

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

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- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Los Alamitos Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Los Alamitos Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

707.3 MILITARY EQUIPMENT COORDINATOR

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

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Los Alamitos Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

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- (b) Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

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

707.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

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

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

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

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

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

707.6 CATALOGING OF MILITARY EQUIPMENT

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

Military Equipment

- (a) The manufacturer's description for each type of equipment.
- (b) The capabilities of each type of equipment.
- (c) The purposes and authorized uses for which the Department proposes for each type of equipment.
- (d) The expected lifespan of each type of equipment.
- (e) The fiscal impact of each type of equipment, both initially and for ongoing maintenance.
- (f) The quantity of each type of equipment, whether maintained or sought.

707.7 COMPLIANCE

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

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

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

707.8 FUNDING

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

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

707.9 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department deemed to be military and militaristic as defined by this policy:

1. PROJECTILE LAUNCH PLATFORMS AND THEIR ASSOCIATED MUNITIONS:

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REMINGTON 870 LESS LETHAL SHOTGUN

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

Quantity: 10

Purchase Price: \$550 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

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

Quantity: 150

Purchase Price: \$5 each

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

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

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

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

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

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

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

2. RIFLES:

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

Current Inventory:

COLT AR-15 223 16"

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

Quantity: 10

Purchase Price: \$846.56 per firearm

AERO PRECISION AR-15, 223 11.5"

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 11.5-inch barrel.

Quantity: 1

Purchase Price: \$754.27

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use: Only members that are POST certified are authorized to use a rifle.

Expected Life Span: No expiration date.

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

Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification annually.

Legal and Procedural Rules: Use is established under Policy 306.3.3. It is the policy of the Los Alamitos Police Department to utilize rifles only for official law enforcement purposes and pursuant to State and Federal laws regarding the use of force.

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3. Rifle Ammunition:

Description: Ammunition specifically designed for use in Department rifles.

WINCHESTER.223 REMINGTON 55GR RIFLE ROUND

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

Quantity: 8,400

Purchase Price: \$802.74 (price per 1000)

WINCHESTER.223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

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

Quantity: 1,900

Purchase Price: \$668.05 (price per 1000)

WINCHESTER 5.56 MM 55GR FULL METAL JACKET RIFLE ROUND

Description: 5.56 MM caliber, Full Metal Jacket (FMJ), 55 grain bullet weight, brass cartridge case material.

Quantity: 400

Purchase Price: \$392.21 (price per 1,000)

FUSION RIFLE.223 REMINGTON 62 GRAIN RIFLE ROUND

Description: .223 Remington/5.56 NATO caliber, 62 grain bullet weight, Copper jacket, electro-chemically bonded to the core.

Quantity: 380

Purchase Price: \$632.25 (price per 500)

HORNADY 308 WIN 168GR ELD MATCH RIFLE ROUND

Description: 308 Winchester caliber, 168 grain bullet weight, ELD match grade.

Quantity: 220

Purchase Price: \$520.00 (price per 500)

Purpose: To be used in Department rifles to address lethal threats to the community and Department personnel with greater accuracy, enhancing community safety.

Authorized Use: Only members POST certified in the use of the rifle are authorized to utilize rifle ammunition.

Expected Lifespan: The ammunition listed above does not have an expiration date.

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Fiscal Impact: The Department budgets approximately \$9,000 annually for ordering rifle ammunition.

Training: Prior to deploying a rifle, members must complete a POST-certified course in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification according to department policy.

Legal and Procedural Rules: The Department will only utilize firearms and its ammunition in accordance with State law, Federal law, and Department policy.

707.10 MILITARY SWAT EQUIPMENT INVENTORY

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

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

1. ARMORED VEHICLES

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

Current Inventory:

LENCO BEARCAT G2

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

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 25 years.

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

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

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

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

2. MOBILE COMMAND POST VEHICLE (MCP)

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

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

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

Quantity: 1

Purchase Price: Refer to Cypress Police Department policy

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

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

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

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

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

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

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

3. LIGHT SOUND DIVERSIONARY DEVICES (LSDD)

Description: A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

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

Quantity: 1

Purchase Price: \$45 each

DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE

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

Quantity: 14

Purchase Price: \$36 each

Purpose: A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric

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overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

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

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

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

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

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

4. CHEMICAL AGENT AND SMOKE CANISTERS

Description: Canisters that contain chemical agents that are released when deployed.

Current Inventory:

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND

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

Quantity: 4

Purchase Price: \$26.50 each

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND

Description: The 40MM Direct Impact OC munition is a point-of-aim, point-of-impact direct-fire round. The munition is loaded OC powder and is combined with a lightweight,

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high-speed projectile consisting of a plastic body and crushable foam nose. Part Number 6320.

Quantity: 5

Purchase Price: 26.50 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

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

Quantity: 5

Purchase Price: \$34.94 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

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

Quantity: 1

Purchase Price: \$28.30 each

DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Description: The Triple-Chaser separating CS consists of three separate canisters pressed together with separating charges between each section (canister). When deployed, this grenade will separate into three (3) distinct sub-munitions, spaced approximately 20ft. apart. This allows increased area coverage in a short period of time, from one deployment. Terrain and surface conditions can affect the distance of the separating sub-munitions. The device is specifically designed for outdoor use in crowd control situations. The separating function and relatively quick burn time minimizes the potential of a "throwback" from hostile or combative subjects. The munition is launchable. Part Number 1026.

Quantity: 1

Purchase Price: \$44.89 each

DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized

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

Quantity: 9

Purchase Price: \$20.91 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

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

Quantity: 9

Purchase Price: \$21.53 each

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

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

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

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

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

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

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

5. EXPLOSIVE BREACHING TOOLS

Description: Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

Description: The KBT is a powder actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT weighs 28 lbs. dimensions are 35in. x 9.9in. x 9.3in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850ft. lbs. of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,494.38 each

Purpose: To safely gain entry into a structure.

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

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

Fiscal Impact: No annual maintenance.

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

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

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

6. LONG RANGE ACOUSTIC DEVICE (LRAD)

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

Current Inventory:

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

Description: The Genasys Long-Range Acoustic Device (LRAD) is a public address system optimized to the primary range of hearing. The LRAD system can deliver a live or recorded voice message with clarity for any operational scenario. LRAD's advanced driver and waveguide technology ensures every broadcast is clearly heard and understood, even above crowd, engine, and background noise. The LRAD 500X is compact, lightweight, and designed for applications ranging from fixed security installations to vehicles and vessels. The 500X is easily mounted and transportable to provide law enforcement long-range communication and safe, scalable non-kinetic escalation of force. The audible range of the LRAD 500X can reach up to 6,561 ft. American Technology Corp. Serial Number: 05984 UASI ASUA/DHS Number 11-00456.

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

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

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

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

7. ROBOTS

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

Current Inventory:

TRANSCEND Vantage Patrol Robot

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

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 8 to 10 years.

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

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

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

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

8. UNMANNED AIRCRAFT SYSTEM (UAS)

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Description: A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Current Inventory:

DJI INSPIRE 2

Description: UAS with a single-color camera, weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,299 each

DJI MAVIC 2 ENTERPRISE DUAL

Description: UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,500 each

DJI FPV

Description: UAS that has a color camera. Capable of video recording and weighs 295 grams, approx. 20 minutes of flight time.

Quantity: 1

Purchase Price: \$1,300 each

Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- (a) major collision investigations
- (b) search for missing persons
- (c) natural disaster management
- (d) crime scene photography
- (e) SWAT, tactical or other public safety and life preservation missions
- (f) In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

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Expected Life Span: All UAS equipment, 3-5 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$2,000.

Training Required: All Department UAS operators must be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour Department training and ongoing quarterly training.

Legal and Procedural Rules: Use is established under Policy 606, FAA Regulation 14 CFR Part 107, and the City of Seal Beach UAS policy. It is the policy of the Seal Beach Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

707.11 APPROVAL

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

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

707.12 COORDINATION WITH OTHER JURISDICTIONS

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

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707.13 ANNUAL REPORT

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

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

707.14 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 2022-04

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

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

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

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

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

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

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

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

and civil liberties.

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 15th day of August, 2022.

DocuSigned by:

Shelley Hasselbrink

Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

Windmera Quintanar

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Michael S. Daudt

Michael S. Daudt, City Attorney

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

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

AYES: COUNCIL MEMBERS: Chirco, Doby, Bates, Hasselbrink
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Nefulda
ABSTAIN: COUNCIL MEMBERS: None

DocuSigned by:

Windmera Quintanar

Windmera Quintanar, MMC, City Clerk

Exhibit “A”

Los Alamitos Police Department Policy 709

Military Equipment

709.1 PURPOSE AND SCOPE

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

709.1.1 DEFINITION OF MILITARY EQUIPMENT

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

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

709.2 POLICY

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

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

709.3 MILITARY EQUIPMENT COORDINATOR

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

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

709.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

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

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

709.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

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

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

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

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

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

709.6 CATALOGING OF MILITARY EQUIPMENT

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

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

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

709.7 COMPLIANCE

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

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

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

709.8 FUNDING

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

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

709.9 MILITARY EQUIPMENT INVENTORY

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

1. REMINGTON 870 LESS LETHAL SHOTGUN

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

Quantity: 10

Purchase Price: \$550 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

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

Quantity: 150

Purchase Price: \$5 each

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

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

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

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

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

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

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

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

Current Inventory:

COLT AR-15 223 16"

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

Quantity: 10

Purchase Price: \$846.56 per firearm

WINCHESTER .223 REMINGTON 55GR RIFLE ROUND

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

Quantity: 4,200

Purchase Price: \$802.74 (price per 1000)

WINCHESTER .223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

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

Quantity: 1,900

Purchase Price: \$668.05 (price per 1000)

709.10 MILITARY SWAT EQUIPMENT INVENTORY

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

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

3. Armored Vehicles

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

Current Inventory:

LENCO BEARCAT G2

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

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 25 years.

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

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

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

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

4. MOBILE COMMAND POST VEHICLE (MCP)

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

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

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

Quantity: 1

Purchase Price: Refer to Cypress Police Department policy

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

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

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

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

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

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

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

5. Light Sound Diversionary Devices (LSDD)

A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

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

Quantity: 1

Purchase Price: \$45 each

DEFENSE TECHNOLOGY, NO. 15 STINGER GRENADE

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

Quantity: 14

Purchase Price: \$36 each

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

Authorized Use: Diversionary Devices shall only be used:

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

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

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

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

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

6. Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Current Inventory:

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM CS ROUND

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

Quantity: 4

Purchase Price: \$26.50 each

DEFENSE TECHNOLOGY, DIRECT IMPACT 40MM OC ROUND

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

Quantity: 5

Purchase Price: 26.50 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

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

Quantity: 5

Purchase Price: \$34.94 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

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

Quantity: 1

Purchase Price: \$28.30 each

DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

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

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

Quantity: 1

Purchase Price: \$44.89 each

DEFENSE TECHNOLOGY 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

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

Quantity: 9

Purchase Price: \$20.91 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

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

Quantity: 9

Purchase Price: \$21.53 each

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

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

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

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

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

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

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

7. Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

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

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

Quantity: 1

Purchase Price: \$10,494.38 each

Purpose: To safely gain entry into a structure.

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

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

Fiscal Impact: No annual maintenance.

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

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

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

8. Long Range Acoustic Device (LRAD)

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

Current Inventory:

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

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

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

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

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

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

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

9. Robots

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

Current Inventory:

TRANSCEND VANTAGE PATROL ROBOT

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

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

Quantity: 1

Purchase Price: Refer to Westminster Police Department policy

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

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

Expected Lifespan: 8 to 10 years.

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

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

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

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

10. Unmanned Aircraft System (UAS)

A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Current Inventory:

DJI INSPIRE 2

Description: UAS with a single-color camera, weighs approx. 7.5 pounds and has video recording capabilities, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,299 each

DJI MAVIC 2 ENTERPRISE DUAL

Description: UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: \$5,500 each

DJI FPV

Description: UAS that has a color camera. Capable of video recording and weighs 295 grams, approx. 20 minutes of flight time.

Quantity: 1

Purchase Price: \$1,300 each

Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- a. major collision investigations
- b. search for missing persons
- c. natural disaster management
- d. crime scene photography
- e. SWAT, tactical or other public safety and life preservation missions
- f. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span: All UAS equipment, 3-5 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately \$2,000.

Training Required: All Department UAS operators must be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour Department training and ongoing quarterly training.

Legal and Procedural Rules: Use is established under FAA Regulation 14 CFR Part 107. It is the policy of the Los Alamitos Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

709.11 APPROVAL

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

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

709.12 COORDINATION WITH OTHER JURISDICTIONS

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

709.13 MAINTENANCE OF MILITARY EQUIPMENT SUPPLY LEVELS

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11K

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chris Kelley, City Engineer

Subject: Approval of Plans and Specifications and Authorization to Rebid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06)

SUMMARY

The City of Los Alamitos 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. This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Street Rehabilitation Project (22/23-06). The City rejected initial construction bids that were publicly opened for the project on September 07, 2023. Five proposals were received, and the submitted bids surpassed the allocated budget.

RECOMMENDATION

1. Approve the plans and specifications for the Bloomfield Street Rehabilitation Project (22/23-06); and,
2. Authorize Staff to advertise and solicit bid proposals.

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 streets and roads 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.

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 divets in the roadway. The majority of these uneven pavement sections are at the intersection of Katella Avenue and Bloomfield Street in the southerly direction lanes.

DISCUSSION

The following is an approximate timeline for the completion of the Bloomfield Street Rehabilitation Project (22/23-06)

- 11/20/2023 Approval of plans & specifications by the City Council
- 11/27/2023 Advertise project
- 12/18/2023 Bid opening
- 02/19/2024 Award of Contract (City Council Meeting)
- 03/25/2024 Start of construction
- 05/27/2024 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
PMRF	\$200,000
Gas Tax	\$100,000
Project Total	\$300,000

- Attachment:
1. CIP 22/23-06 Bloomfield Street Improvement Specifications
 2. CIP 22/23-06 Bloomfield Street Improvement Plans

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)

NOVEMBER 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. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
3. Bids must be received by 11:00 a.m. on the **14th day of December 2023**

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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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CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC 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 electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on the 14th day of December, 2023** and will be opened virtually at that time. If you would like to attend the virtual bid opening, it will be accessible through Microsoft Teams Meeting:

[Click here to join the meeting](#)
Meeting ID: 242 799 408 775
Passcode: MMFTJT

The project involves cold mill and ARHM overlay, reconstruction of failing asphalt, reconstruction of damaged curb ramps, and construction of 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.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

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)

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, ATTN: PUBLIC WORKS DEPARTMENT SECRETARY, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. 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.

Questions or Requests for Information (RFIs) or interpretations are due December 4th, 2023, at 11:00 a.m., ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact Vandine Ouk at (562)431-3538 ext. 301 or VOuk@CityofLosAlamitos.org.

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

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 17%.

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 submitted as specified in **SECTION A - NOTICE INVITING ELECTRONIC 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 ELECTRONIC 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 ELECTRONIC 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
NON-COLLUSION AFFIDAVIT

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	33,780	SF	\$	\$
4	Remove and Construct 7.5-Inch Full Depth Asphalt Concrete Pavement	95.2	TN	\$	\$
5	Construct 1.5-Inch Thick ARHM Overlay	310	TN	\$	\$
6	Adjust to Grade (Item as Noted)	1	EA	\$	\$
7	Install Signing and Striping Complete per Plans	1	LS	\$	\$
8	Remove and Replace Curb Ramp, Type per Plan	4	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
_____, 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
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

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

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.

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall 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 subcontractor 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).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CRAL-5363(013)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor 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
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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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26.11 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.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CRAL-5363(013)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts < \$1 million < \$5 million < \$10 million < \$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
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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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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: _____

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

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

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 Electronic 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)

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 206 - MISCELLANEOUS METAL ITEMS

Add new Section 206-7 ORNAMENTAL VINE ARBOR & DECORATIVE RAILING ON TOP OF WALL

206-7 ORNAMENTAL VINE ARBOR & DECORTAIVE RAILING ON TOP OF WALL

206-7.1 Materials. The fabrication of ornamental vine arbor and decorative railing shall be in accordance with Section 304-2.

Steel vine arbor materials shall be tubular sections of hot rolled mild steel conforming to ASTM A-501, size and wall thickness as noted on drawings, minimum 11 gauge wall thickness.

All materials shall be hot-dipped galvanized in accordance with Subsection 210-3.

Decorative railing materials shall be as specified on the drawings.

206-7.2 Submittals.

206-7.2.1 General. Contractor shall submit [three (3)] copies of shop drawings, material lists, paints, and manufactured item submittals to the Engineer for review within [15-] calendar days of award of contract.

206-7.2.2 Shop Drawings. Shop drawings shall be submitted in accordance with Section 2-5.3 of the Standard Specifications.

Shop drawings for vine arbor and railing shall indicate complete layout of the work based on field measurements, and shall clearly indicate all deviations from the Plans.

Shop drawings for vine arbor and railing shall not be copies of details on the Plans, but shall be supplemental drawings indicating methods of fabrication and installation; and material list. Certificates of compliance of material to the specification shall be furnished.

206-7.2.3 Manufactured Items. Catalog cuts and manufacturer's specifications shall be submitted for all items to be incorporated in the work.

206-7.3 Payment.

This Bid Item shall include all labor, material and equipment required to construct the handrail complete in place per the plans. Handrails shall conform to the provisions of Section 206-5 of the Standard Specifications and shall be placed in accordance with Section 304-2 of the Standard Specifications.

Payment for Construct Handrail per SPPWC Std 606-4 shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, fabricating, installing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

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

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

302-5.5 Distribution and Spreading.

Add the following:

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

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

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

302-5.9 Measurement and Payment.

Add the following:

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

Payment **Remove and Construct 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.

Payment for **Remove and Construct Curb Drain per SPPWC Std Plan 150-3** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, sidewalk replacement, saw cutting, hauling, disposing, and incidentals for the removal of existing curb drain and construction of curb drain in-kind per SPPWC Std Plan 150-3 and no additional compensation will be made therefor.

Payment for **Remove and Replace Curb Ramp, Type per Plan** will be paid for at the contract price per EACH and shall include removal and reconstruction of curb, gutter and sidewalk and installation of truncated domes. Said payment shall include sawcutting, removal and disposal of existing improvements, subgrade preparation, aggregate base,

expansion joints, forming, pouring, paving, and backfill, complete in place, as shown on the PLANS.

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 to Grade (Item as Noted)** 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 ¼-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. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits.

All crosswalks shall be paint, three (3) coats.

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 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.

84-2.03C Application of Stripes and Markings

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in three coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of first coat.

The third coat of paint shall be applied no less than 24 hours from the application of the second coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION H
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS
SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2018 Caltrans Revised Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written

SECTION H – Page 1
SPECIAL PROVISIONS

orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

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SPECIAL PROVISIONS

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors.

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03L Utility Service. Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval by the utility shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. The Contractor shall pay all service connection fees.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Limit line loop detectors shall be modified inductive loop Type D Bicycle Detector Loop.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

86-8 PAYMENT

86-8.01 Payment. The second paragraph of Section 86-8.01, "Payment," of the State Standard Specifications, is superseded by the following:

Payment for inductive loops and the installation thereof shall be paid per unit price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Federal Provision

NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

For your bid to be considered responsive, you must submit the following forms, 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-26)
- ☐ DBE Commitment form, Exhibit 9-I (p. F-28), plus copy of 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-29)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms unless a disclosure is required):

- Equal Employment Opportunity Certification (p. F-20)
- Public Contract Code Requirements (p. F-21)
- Debarment and Suspension Certification (p. F-22)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-23)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-24)

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.

You will be required to submit the following forms each month or quarter, as instructed, during construction:

- ☐ Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F
- ☐ Disadvantaged Business Enterprise Commercially Useful Function Evaluation, Exhibit 9-J
- ☐ Prompt Payment Certification, Exhibit 9-P
- ☐ Monthly DBE Trucking Verification, Exhibit 16-Z1

Excel or fillable pdf versions of these documents are available at

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

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
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O

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

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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. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

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://californiaucp.dbesystem.com/>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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 also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- 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

In accordance with California Business and Professions Code Section 7108.5, 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 Replacement 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 replace 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.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justified reasons with prior written authorization from the Agency:

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, or DBE is not properly registered with the California Department of Industrial Relations as a public works contractor.
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 or exhibits credit unworthiness.
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.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

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. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. 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 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

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 DBE (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. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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 must 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 local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

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 (23 CFR 635.110).

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 beginning on the fifteenth calendar day 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 such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

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.

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

A. From the Agency to the Contractors

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local 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 and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. Submittal of Exhibit 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

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:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	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	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
178	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA:	
	SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA Yolo	14.3
179	Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA:	
	SMSA Counties:	12.3
	5170 Modesto, CA	
180	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin	19.8
	Non-SMSA Counties	
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA	
	SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
	2840 Fresno, CA	
180	CA Fresno	23.6
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	
	Los Angeles, CA:	
	SMSA Counties:	11.9
	0360 Anaheim-Santa Ana-Garden Grove, CA	
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
180	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
180	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	

181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

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. Note: 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.*).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

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:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting contractor's performance under this section.

15. 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: 17 %
3. Project Description: Street Improvements on Bloomfield Street
4. Project Location: Bloomfield Street from Katella Avenue to Florista Street
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 _____	18. Date _____
29. Local Agency Representative's Name _____		30. Phone _____	19. Preparer's Name _____	20. Phone _____
31. Local Agency Representative's Title _____		21. Preparer's Title _____		

- 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 17% 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:

UTILITY CONTACTS:

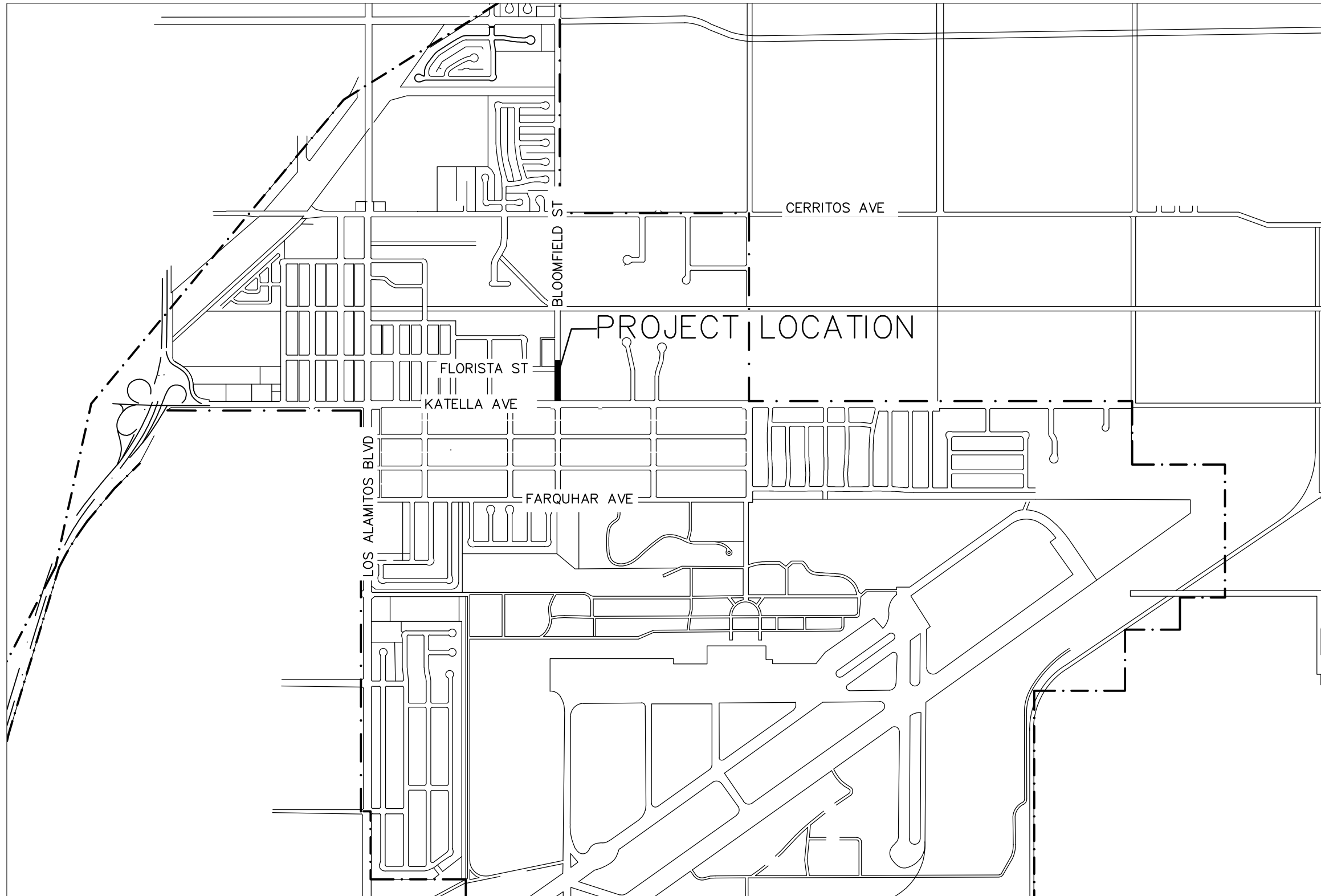
CENCO REFINING CO. (562) 944-6111
ORANGE COUNTY SANITATION DIST. (714) 962-2411
ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
GOLDEN STATE WATER COMPANY (714) 503-6991
TIME-WARNER COMMUNICATION (714) 895-6886
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: R. Noda 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 SPFWC STANDARD PLANS, LATEST EDITION.
- 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.
- 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.

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 92705
714.978-8200 fax 714.978-8299

DRAWN BY	AM	10/30/2023
CHECKED BY	KS, MC	10/30/2023
DESIGNED BY	AM	10/30/2023

APPROVED [Signature] 10/30/2023
City Engineer Date

CITY OF LOS ALAMITOS

BLOOMFIELD STREET IMPROVEMENT PROJECT

CIP NO. 22/23-06
TITLE SHEET

FROM KATELLA AVE TO FLORISTA ST

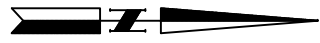
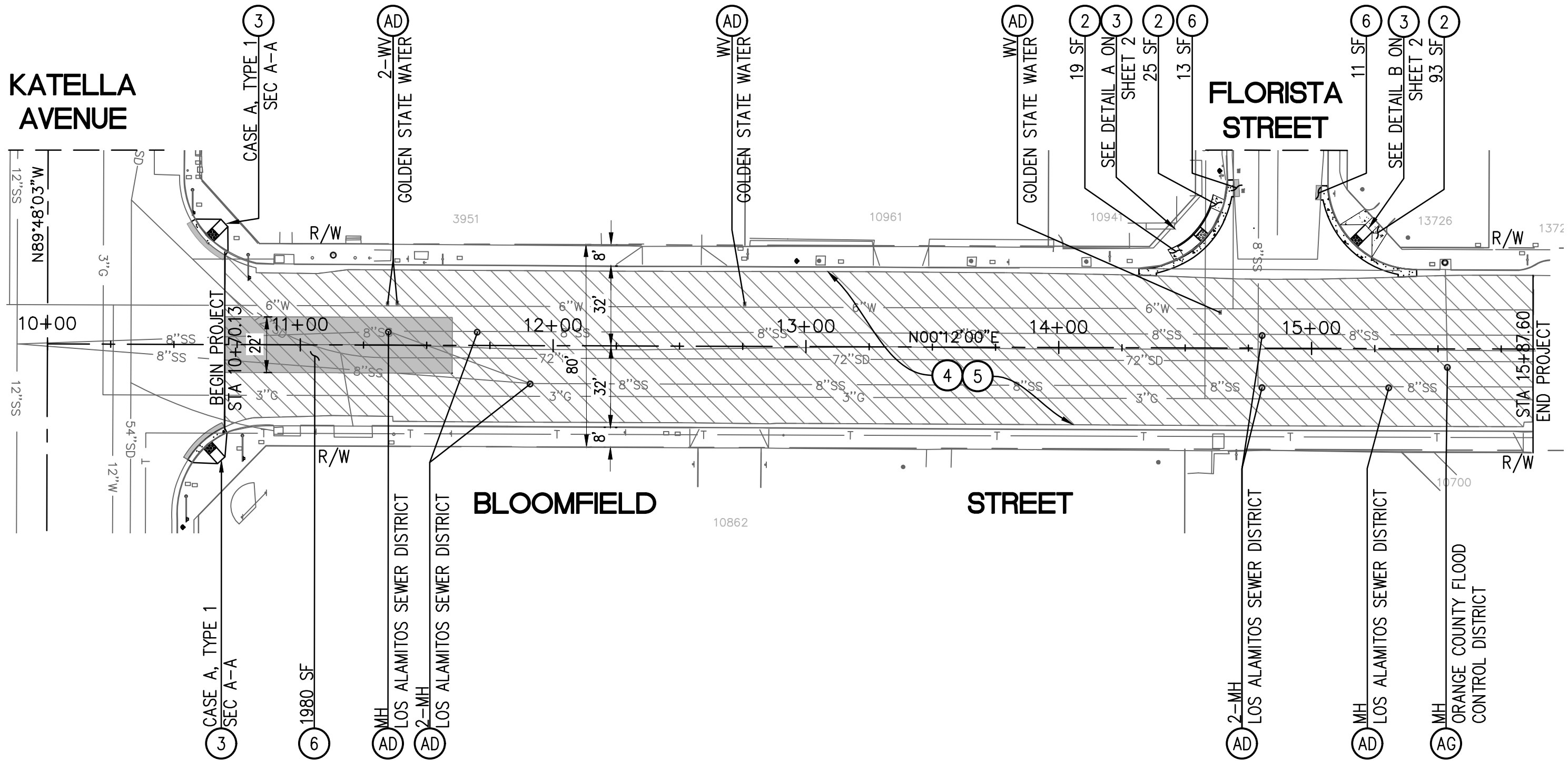
SHEET 1 OF 4



FILE: W:\WE-CALos Alamitos, City of\110184.12-Bloomfield\900-PS&E\901-Plans\PL-01-BLOOMFIELD.dwg

USER: kevin.smith
DATE: Oct 30, 2023 - 1:17pm

KATELLA AVENUE

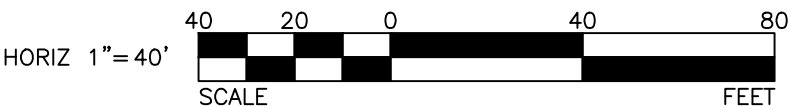


CONSTRUCTION NOTES:

- 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



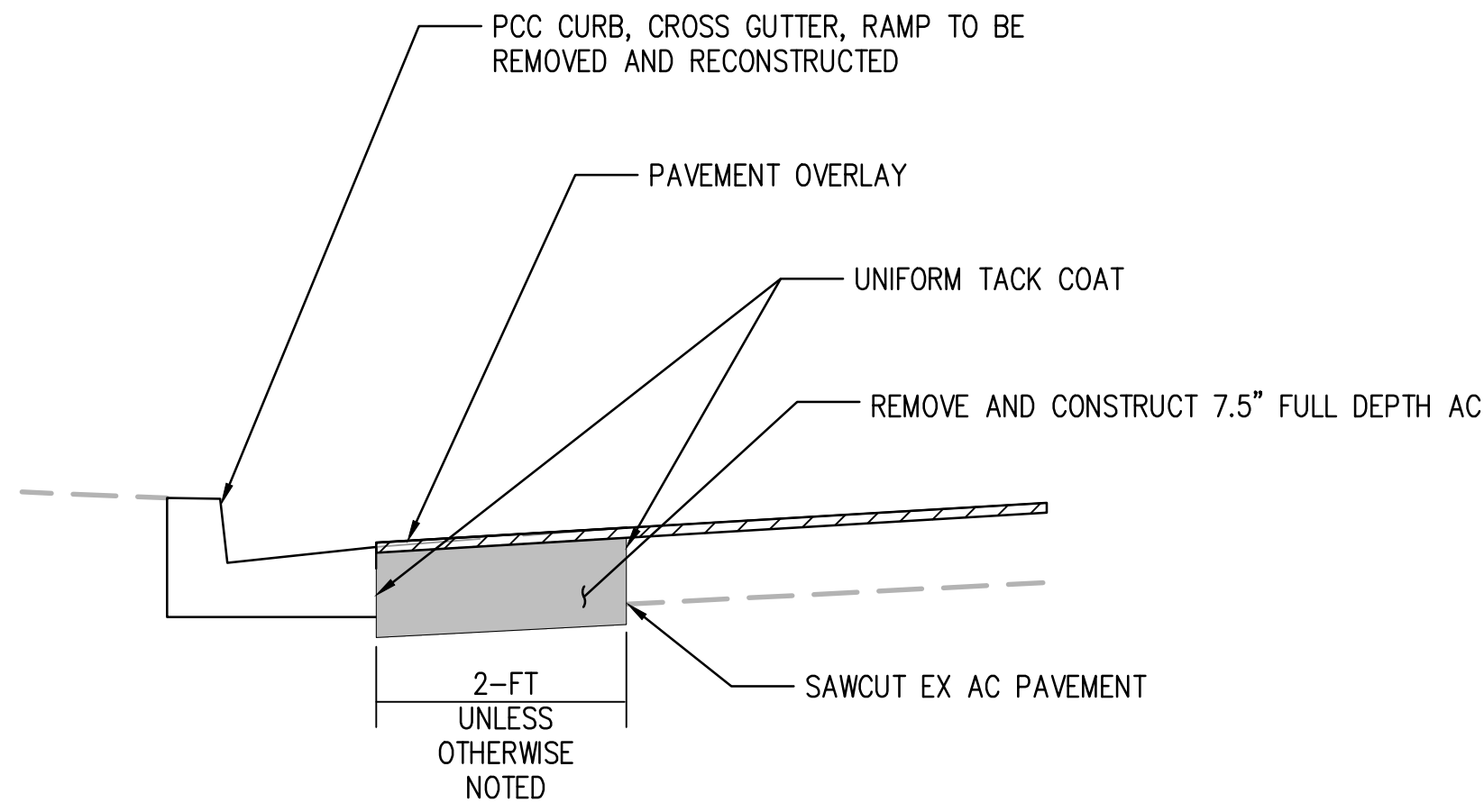
REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP' D	

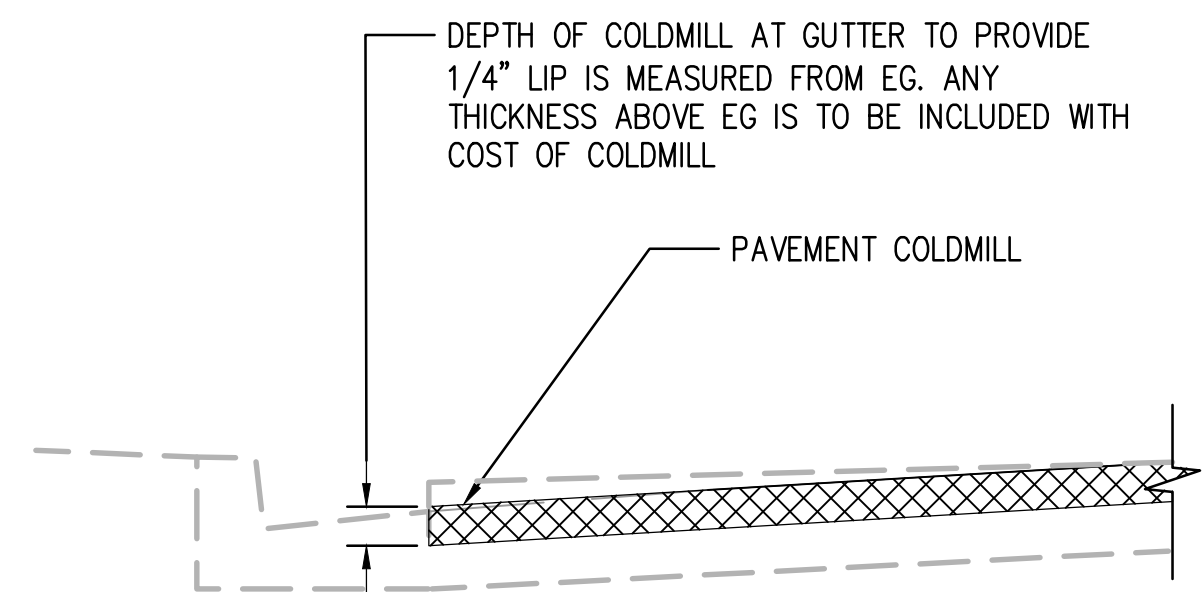


WILLDAN Engineering		
2401 East Katella Ave., Suite 400, Anaheim, California 92805 714/978-8200 fax 714/978-8299		
DRAWN BY	AM	10/30/2023
CHECKED BY	KS, MC	10/30/2023
DESIGNED BY	AM	10/30/2023
APPROVED		10/30/2023
City Engineer		Date

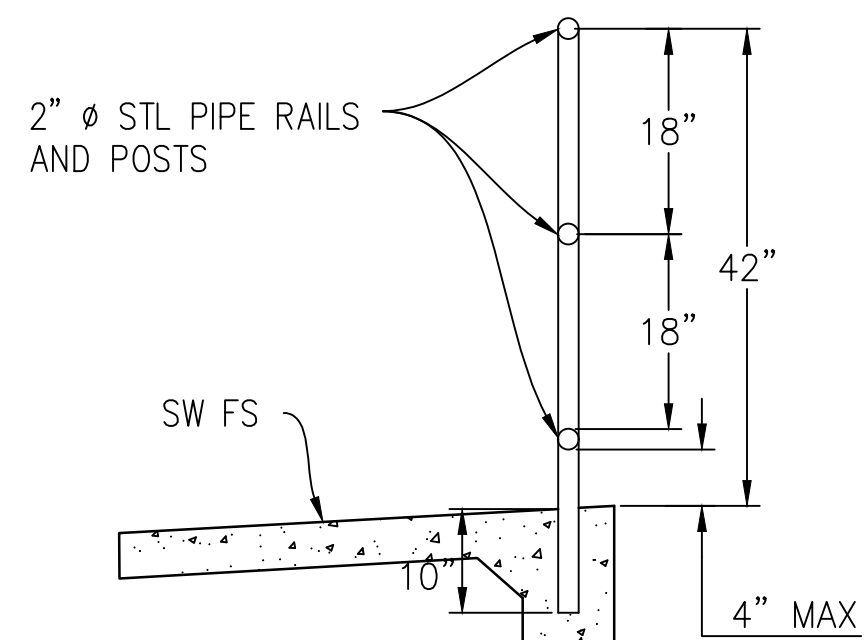
CITY OF LOS ALAMITOS	
BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 FROM KATELLA AVE TO STA 15+88 FROM KATELLA AVE TO FLORISTA ST	
SHEET 3 OF 4	



SLOT PAVEMENT DETAIL
NTS

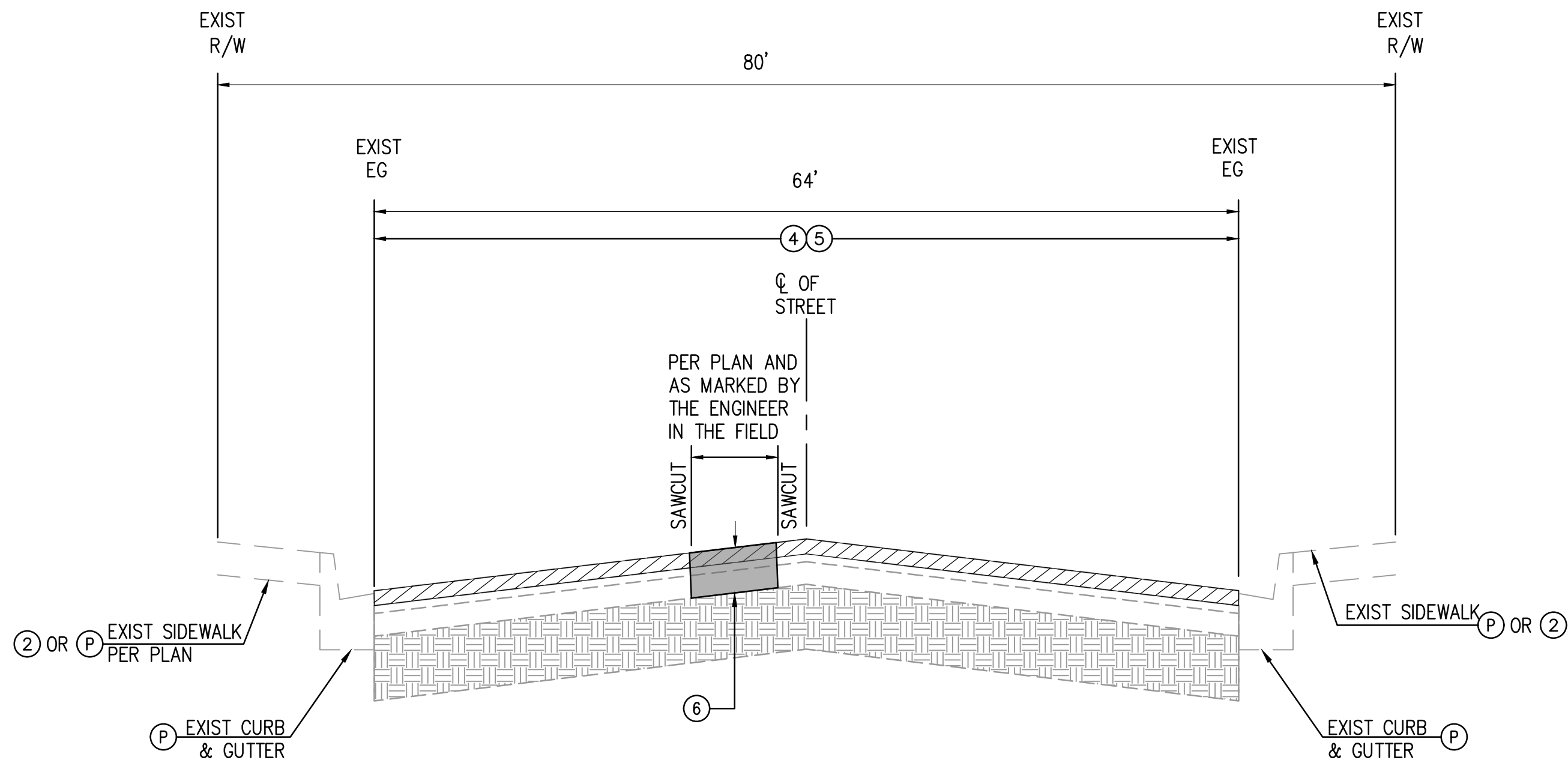


COLDMILL AT GUTTER DETAIL
NTS

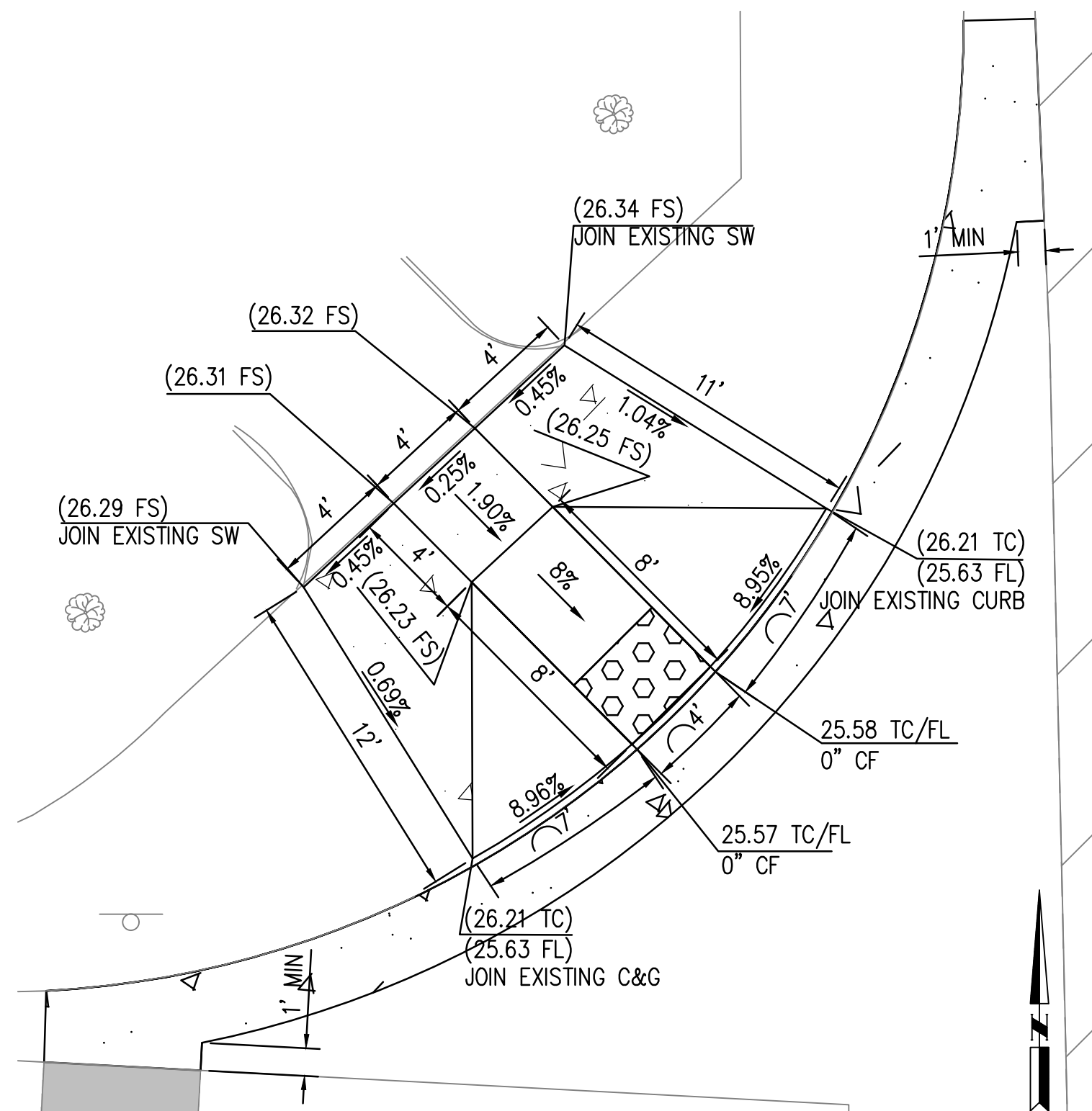


HAND RAIL DETAIL
NTS

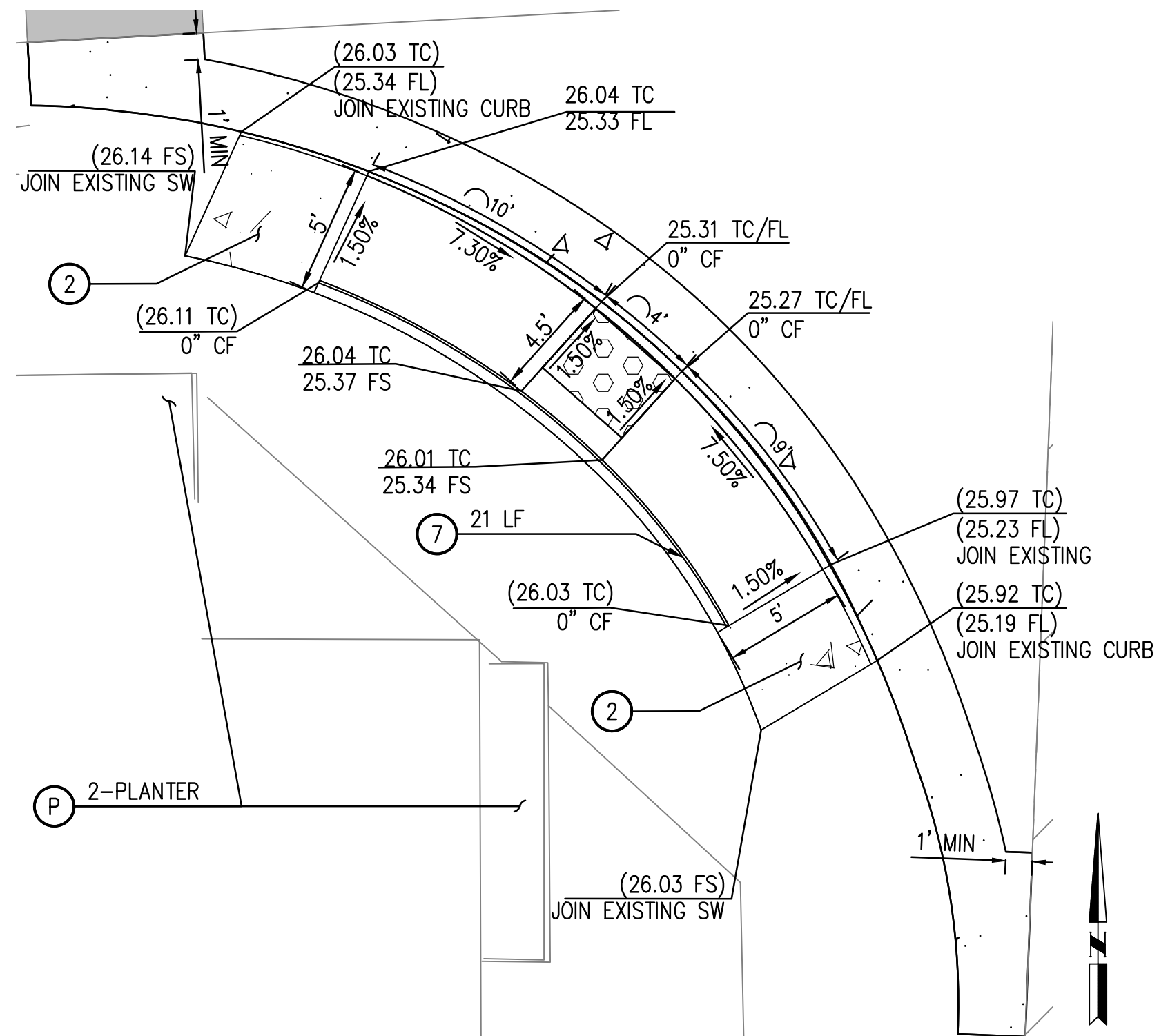
* REFER SPPWC STD PLAN 606-5, TYPE "B" FOR METAL HAND RAILING DETAILS NOT SHOWN



TYPICAL SECTION FOR BLOOMFIELD ST
NTS



CURB RAMP DETAIL B
SCALE 1"=5'



CURB RAMP DETAIL A
SCALE 1"=5'

CONSTRUCTION NOTES:

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- REMOVE AND CONSTRUCT 7.5-INCH THICK AC PAVEMENT
- PCC IMPROVEMENTS

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D



DATE
DRAWN BY AM 10/30/2023
CHECKED BY KS, MC 10/30/2023
DESIGNED BY AM 10/30/2023
APPROVED [Signature] 10/30/2023
City Engineer Date

CITY OF LOS ALAMITOS

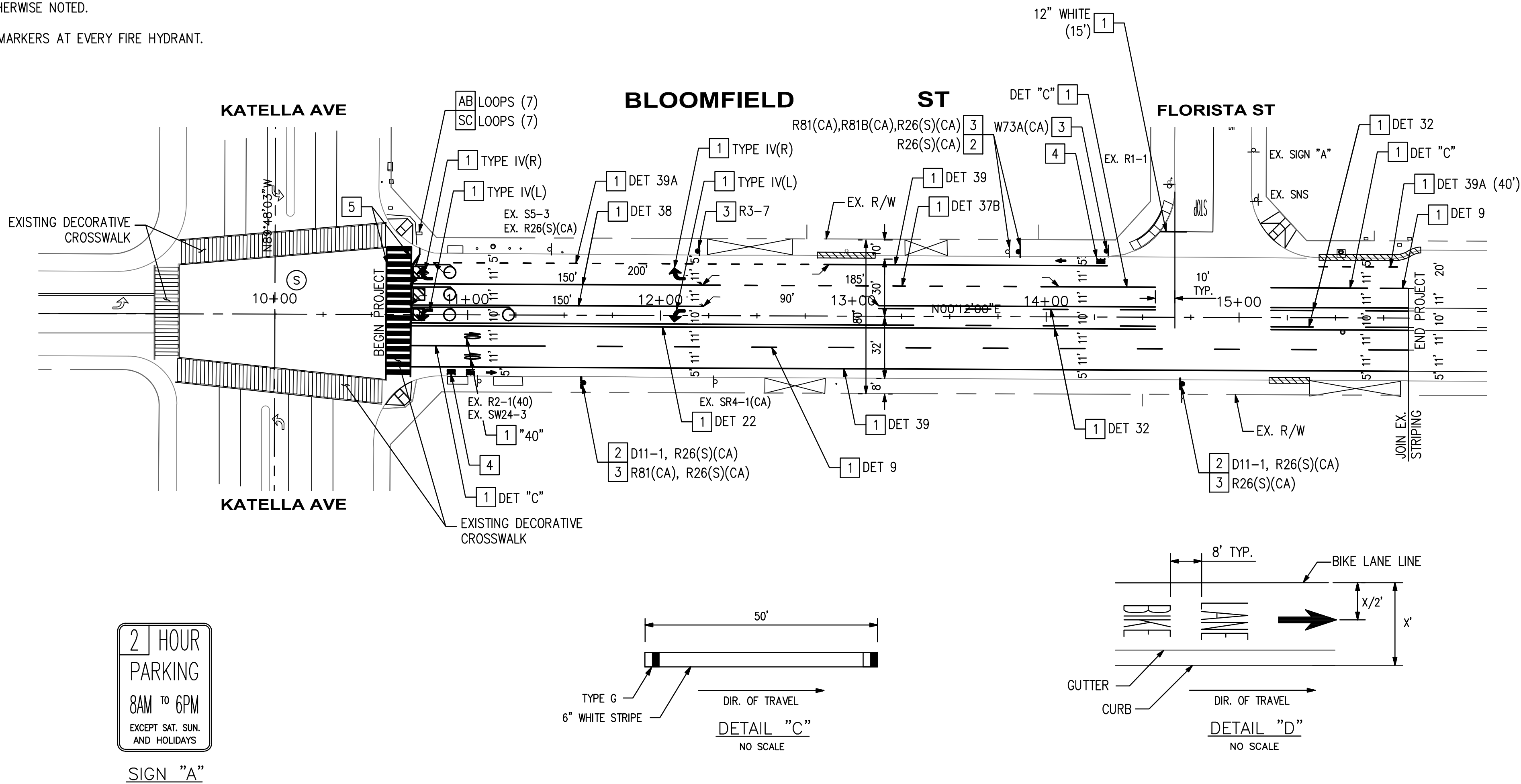
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
DETAIL SHEET
FROM KATELLA AVE TO FLORISTA ST

SIGNING AND STRIPING GENERAL NOTES

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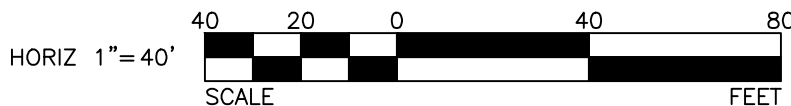
STRIPING CONSTRUCTION NOTES

- INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS SHOWN.
- REMOVE SIGN(S) AND POST AS NOTED.
- INSTALL SIGN(S) AND POST AS NOTED.
- 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



REVISIONS				REFERENCES		DATE	CITY OF LOS ALAMITOS	SHEET 4 OF 4
NUMBER	DATE	INITIALS		APP'D				
							BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 SIGNING AND STRIPING PLAN FROM KATELLA AVE TO FLORISTA ST	



3401 East Katella Ave., Suite 400, Anaheim, California 92805
714/978-8200 Fax 714/978-8289

DRAWN BY	RG	3/7/2023
CHECKED BY	JL	3/7/2023
DESIGNED BY	RG/JL	3/7/2023
APPROVED	10/30/2023	
City Engineer	Date	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11L

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chris Kelley, City Engineer

Subject: Award of Plans and Specifications for the Demolition of Los Alamitos Television Production (LATV) Building at 10921 Oak Street Project (CIP No. 22/23-04)

SUMMARY

This item recommends awarding a bid to begin the demolition of the Los Alamitos Television (LATV)/Public Works (PW) Building at 10921 Oak Street Project (CIP No. 22/23-04).

RECOMMENDATION

1. Award construction for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04) in the amount of \$104,671.00 to Unlimited Environmental, Inc.; and,
2. Authorize the Mayor to execute the contract with Unlimited Environmental, Inc. for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04); and
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 20% or \$20,935.00.

BACKGROUND

The City-owned LATV/PW building located at 10921 Oak Street will be developed in the future and the City desires to have the existing single-story building demolished.



The demolition of the site will occur in one phase, involving the demolition of the existing building and the demolition of substructures, foundations, and underground utility service lines. The existing surface will be restored with a secured gravel surface. Abatement of asbestos and lead has already been performed and the site is ready for demolition.

After the LATV/PW building is removed, the City will explore options for the use of the site. The project will also include the installation of an 8-foot-high chain link fence with black plastic slats around the perimeter of the existing building footprint to secure the site. Landscape-grade gravel rocks will be installed to stabilize the ground surface.

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of the Event News-Enterprise and F.W. Dodge Publication.

Bids for the project were publicly opened on October 19, 2023 at 11:00 a.m. From the three (9) total bids received, it was determined that the lowest responsible bid submitted was from Unlimited Environmental, Inc. with a total bid amount of \$104,671.00. The bid results are provided below:

Unlimited Environmental, Inc	\$ 104,671.00
ASR Demolition	\$ 109,803.92
Balandra Demolition	\$ 119,000.00
Resource Environmental, Inc	\$ 122,000.00
3M Construction Corporation	\$ 112,755.46
TVR Construction Engineering	\$ 130,510.00
LCR Earthwork & Engineering	\$ 131,800.00
Interior Demolition	\$ 132,786.00
UBD Inc	\$ 155,777.00
 Average	 \$ 124,344.82

The following represents an approximate timeline for the completion of the project, which consists of building demolition and soil stabilization.

- 11/20/2023 Award of Contract – Council Meeting
- 12/11/2023 Start of construction
- 02/19/2024 End of construction

FISCAL IMPACT

The total budget for the project is \$225,000.00 The budget for the project was bid at \$104,671.00 with a 20% contingency of \$20,935 for a total of \$125,606. An additional \$99,394 for abatement, design/engineering support, contingency, advertisement, and construction management brings the total project cost to \$225,000.

Budget Fiscal Year	Source	Amount
2022-2023	Building Fund	\$ 75,000.00
2023-2025	General Fund	\$150,000.00
	 Project Total	 \$225,000.00

- Attachment:
1. CIP 22-23-04 DEMOLITION OF LATV - CONTRACT AND SPECIFICATIONS
 2. CIP 22-23-04 DEMOLITION OF LATV - PLANS
 3. CIP 22-23-04 BID PROPOSAL - Unlimited Environmental, Inc.
 4. CIP 22-23-04 DEMOLITION OF LATV - BID ANALYSIS
 5. CIP 22-23-04 DEMOLITION OF LATV - AGREEMENT

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
CIP 22/23-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

AUGUST 2023

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the City Clerk's Office.
3. **Bids must be received by 11:00 a.m. on the 19th day of October 2023**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

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



George B Saba, P.E.
RCE - 54563

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

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SECTION A

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING**

AT 10921 OAK STREET

SPECIFICATION NO. CIP 22/23-04

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING BIDS

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NOTICE INVITING BIDS

DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING AT 10921 OAK STREET SPECIFICATION NO. CIP 22/23-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in SECTION C including acknowledgement of all addendums.

Bids will be received up to the hour of **11:00 a.m., on the 19th day of October, 2023** and will be opened virtually at that time. If you would like to attend the bid opening, it will be accessible through Teams Meet using Meeting ID 259 612 665 032 and Passcode i4SuHv.

The City of Los Alamitos proposes to demolish the Los Alamitos Television Production Building located at 10921 Oak Street, install chain link fence with slats, site grading, and placement of ¾" pea gravel.

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 or Class C-21 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 must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. Contract documents, plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

A bid guarantee in the amount of 10% of the total must be submitted to the City Clerk prior to the bid submission deadline. ORIGINAL SEALED COPY OF BIDDER'S BOND MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE, ATTN. WINDMERA QUINTANAR, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. SEALED ENVELOPE BEARING THE BID BOND SHOULD BE CLEARLY MARKED "ON-CALL SERVICES FOR CONCRETE REMEDIATION." The bid bond shall be ten percent (10%) of the bid in the following form: (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. Bidder may upload electronic bond that meets Agency requirements. 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.

Questions or Requests for Information (RFIs) or interpretations are due ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact *Chris Kelley*, at (562) 357-5411 or via email ckelley@cityoflosalamitos.org or Vandine Ouk at (562) 357- 4511 or via email at vouk@cityoflosalamitos.org.

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

SECTION B

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING AT 10921 OAK STREET SPECIFICATION NO. CIP 22/23-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration **25 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar days 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.

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL

BID SCHEDULE

BID BOND

BID GUARANTEE

NON-COLLUSION AFFIDAVIT

BIDDER INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidence 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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Water Pollution Control	1	LS	\$	\$
3	Irrigation System Modifications	1	LS	\$	\$
4	Clearing and Grubbing	1	LS	\$	\$
5	Demolition of the TV Production Building	1	LS	\$	\$
6	Temporary 6' Chain Link Fence with Privacy Screen & Straw Rolls	195	LF	\$	\$
7	Grading (Flatten to 4" below reference point, 90% compaction)	1	LS	\$	\$
8	Vegetation Control Fabric	4140	SQFT	\$	\$
9	3/4" Size Landscape Grade Rocks, 4" Thick (Locally Available)	80	TON	\$	\$
10	Restore Lawn	430	SQFT	\$	\$
11	8' High Chain Link Fence with Black Plastic Slats	148	LF	\$	\$
12	6' - 2"x2"x .25" Steel Square Tube / Anchored to Block Wall / Field Welded to Existing Steel Bars	12	LF	\$	\$
Total					

Bid Schedule A Total \$ _____**Bid Schedule A Total (in words):** _____

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

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

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

(Company Name of Bidder)_____
(Date)

BID BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

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

BIDDER INFORMATION

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder:

.....

Business Address:

.....

Telephone: _____ .FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

.....

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

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT REGARDING INSURANCE COVERAGE

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING , SPECIFICATION NO. CIP 22/23-04 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of ____, 2023 (*City 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 DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 22/23-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from, or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the

property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

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

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

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

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

CONTRACTOR: Contractor's Business Name

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

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

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

Contractor*

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

Surety*

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

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

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 22/23-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING**

AT 10921 OAK STREET

SPECIFICATION NO. CIP 22/23-04

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

_____, 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

Subscribed and sworn to this day of, 20__.

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING AT 10921 OAK STREET SPECIFICATION NO. CIP 22/23-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

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.

SECTION 1 – GENERAL

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
SCAQMD	South Coast Air Quality Management District

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.

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, SCAQMD, 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.

2-7 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 workday.

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.

The contractor shall prepare and submit a storm water pollution prevention plan. Full compensation for preparing and implementing SWPPP shall be included in the lump sum cost for Water Pollution Control and no additional compensation will be allowed.

3-12.6.5 PAYMENT

Add the following:

Payment for Water Pollution Control shall be at bid price per lump sum (LS) and shall include full compensation for all tools, material, equipment, labor, and incidentals for doing all work involved in implementation and maintenance of BMPs and SWPPP and no additional compensation will be allowed therefor.

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.

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 attorney’s 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.

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.

Add the following:

Demolition activities of the TV Production Building superstructure (building elements above the concrete foundation slab) shall be performed on a Saturday. Contractor shall notify the Engineer in writing five days before planned work.

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 City, 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 Section C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the

Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

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

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

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

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except those 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

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 paid at the contract price Lump Sum (LS) and shall include full compensation and include, but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

SECTION F

SPECIAL PROVISIONS

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 – CONSTRUCTION MATERIALS

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-6 CHAIN LINK FENCE

ADD THE FOLLOWING SECTION

206-6-3.3 Slats

Slats must be wood or plastic.

Wood slats must be one of the following:

1. Clear redwood
2. Medium-weight wood produced from the species Shorea (Meranti)

Each wood slat must have:

1. Thickness of at least 1/4 inch
2. Width about 2-5/8 inch
3. Length enough to fill the vertical openings of the fabric

Each plastic slat must:

1. Be a HDPE with UV inhibitors
2. Have a flat tubular cross section with:
 - 2.1. Wall thickness of about 0.03 inch
 - 2.2. Depth of about 0.325 inch
 - 2.3. Width of about 2.38 inches
 - 2.4. Length equal to the fence height

The plastic slat material must comply with the requirements shown in the following table:

Plastic Slat Material Requirements

Quality characteristic	Test method	Requirement
Melt index	ASTM D1238	0.24
Density	ASTM D1505	.0951
Low temperature brittleness (°F)	ASTM D746	-76
Tensile strength (psi)	ASTM D638	3,700

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Subsection 300-1.1 General of the Standard Specifications is amended by adding thereto the following paragraphs:

Demolition and removal of irrigation equipment, turf, site furnishings, signage, root shaving, redwood header, tree and shrub removal, and such other items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

Prior to demolition, removals, and earthwork, the Contractor shall construct and maintain a temporary 6-foot-high chain-link fence with a minimum of two access gates and perimeter fence to protect the area of improvements during construction period.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

Soil backfill for holes caused by the removal of the existing structures foundations shall be filled with selected site soils and recompact in 6-inch layers to the density of 95-percent relative compaction.

Tree removal shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to 3-foot depth below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 95-percent relative compaction.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Engineer of any damaged or non-salvageable materials prior to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Engineer.

The application of herbicide to kill turf and weeds, shall be per manufacturers' recommendations, including roots; and the removal and disposal of soil and turf offsite,

and such other items not mentioned that are required by the Plans and Specifications, are part of the work in this section.

All existing turf in the area designated for replacement shall be stripped, removed, and disposed of offsite in a legal manner.

The cleared area shall be ripped to a depth of 12 inches, except in areas of existing tree roots which generally extend to the drip line of the tree canopy. SPECIAL CARE SHALL BE TAKEN TO PROTECT EXISTING TREES TO REMAIN FROM DAMAGE.

300-1.2 Root Pruning and Tree Trimming.

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

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

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

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

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

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

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

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

300-1.2.1 Tree Removal and Salvage.

All trees to be removed are considered to be the property of the Contractor. Trees to be destroyed shall be recycled as green waste.

300-1.2.2 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.

300-1.2.3 Repair / Modification of Existing Turf Parkway

(a) Lawn. The Contractor shall resod in accordance with 801-4.8.3 areas where turf is removed for construction. Thickness and type of sod shall match removed lawn.

(b) Private Sprinklers and Improvements. The Contractor shall coordinate work with adjacent property owners. The Contractor shall test and document the condition of existing improvements before beginning required removals or excavation. The Contractor shall restore private improvements to documented conditions after completing adjacent work.

300-1.4 Payment.

Add the following:

Payment for clearing and grubbing shall be paid at the contract unit price Lump Sum (LS) and shall include full compensation and include, but not limited to, furnishing all labor, materials, tools, transportation, tree trimming, root pruning, vegetation, debris disposal and other equipment and incidentals to perform the work.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.7 Payment

Replace the second paragraph with the following:

Payment for **Grading (Flatten to 4" below reference point, 90% compaction)** shall be paid at the contract price per **Lump Sum (LS)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools,

equipment, hauling, disposing, unclassified fill, compaction, unclassified excavation, and incidentals for the site grading no additional compensation will be made therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION

303-4.1.5 Measurement and Payment.

Payment for **6' - 2"x2"x .25" Steel Square Tube / Anchored to Block Wall / Field Welded to Existing Steel Bars** shall be at the contract bid unit price per **Linear Foot (LF)** and shall include full compensation and shall include, but not limited to furnishing all labor, materials, tools, equipment, hauling, disposal, welding and all incidental for construction of the steel tubes, and no additional compensation shall be made therefor.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

304 – 3.2 Fence Construction

ADD THE FOLLOWING

For a chain link fence with slats, install slats vertically in the mesh openings such that the slats fit snugly. Fasten them in a way that prevents easy removal or displacement.

304 – 3.4 Measurement and Payment

Remove Section 304-3.4 and replace with the following:

Payment for **Temporary 6' Chain Link Fence with Privacy Screen & Straw Rolls** shall be paid at the contract price per **Linear Foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the construction of chain link fence with privacy screen and straw rolls complete in place and no additional compensation will be made therefor.

Payment for **8' High Chain Link Fence with Black Plastic Slats** shall be paid at the contract price per **Linear Foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the construction of chain link fence with black plastic slats complete in place and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

SECTION 401-1 GENERAL

ADD THE FOLLOWING SECTION

401-1.1 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Demolition, removal, and site preparation shall include, but is not limited to the demolition of the structures, including walls and footing, floor slabs, and foundations, and grading as identified on the Plans.
- B. Utilities – Before starting demolition of any building where utility connections exist, the Contractor shall verify with the Utility Company that all such utility connections have been disconnected. However, this shall not relieve the Contractor from the responsibility of complying with all code regulations or general practices as required by the City or Utility Company or District having jurisdiction over such utility.
- C. The contractor shall prevent any foreign material from entering sewer laterals to be abandoned and shall employ suitable devices to prevent any material entering the sewer.
- D. It is the responsibility of the contractor to have full knowledge of the existing sites before commencing demolition. The contractor shall raze all structures and completely clear the sites of debris as described in the specifications.
- E. Contractor shall grade the entire site.

1.02 SUBMITTALS

- A. Submit, in accordance with Section 3-8 “Submittals,” of these Special Provisions, the following information:
 - a) Provide a Removal Plan outlining details of the removal operations, showing equipment, sequence, and methods to be used, and schedule of operations, at least ten (10) days before beginning removals.
 - b) Bill of lading for every load of materials taken off-site.
 - c) Proposed haul routes, permits for transportation and disposal of debris.
 - d) Documentation for type, quantity, and method of disposal for all items.
 - e) If material removed from the worksite will be disposed of on private property, submit copies of written releases not less than five (5) days prior to the start of work. Releases shall absolve the City from responsibility in connection with the depositing of material on private property and shall be signed by the owners of the property on which the material will be deposited.
- C. Copies of required permits and certifications shall be submitted to the Engineer prior to performing work requiring permits and certifications.

- a) Submit all documents required for removal, handling and transportation of hazardous materials, as applicable.

1.03 SAFETY AND PROTECTION

- A. Health and Safety Plan. The Contractor bears the ultimate responsibility for the health and safety of its employees. These specifications shall not be construed to limit the Contractor's liability nor to assume that the City, its employees or designate, will assume any of the Contractor's liability associated with Site safety considerations. The Contractor shall have a health and safety plan in effect prior to commencement of Work. The plan shall meet all OSHA and other applicable requirements. The plan shall specifically address procedures and protocols that will be followed to monitor for the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces, contaminated soil, and groundwater, and identify response actions that will be taken when these conditions are encountered. This plan shall be provided to the Engineer at least one week before any construction activities begin. The City will not assume any role in determining the adequacy of the plan on behalf of the Contractor.
- B. No Asbestos Containing Materials, lead-based paint or lead containing materials, or other hazardous building materials, shall be used for any purpose.
- C. Contractor shall verify that the electrical system involved in the removal work is de-energized. Coordinate with Southern California Edison to have electrical service meters, electrical power lines, and electrical power meter devices removed.
- D. Contractor shall verify that the gas system involved in the removal work is de-energized. Coordinate this work with Southern California Gas.
- E. Exercise care in removing and handling existing structures, equipment, and substructures that may be required to be relocated or reinstalled. Provide and place bracing and shoring to prevent movement or damage to structures and improvements that are to remain. Restore damaged improvements to their original condition at the Contractor's Expense and to the Engineer's satisfaction.
- F. Protect buildings and structures on adjacent properties, and other items which are to remain. Contractor shall repair damages at the Contractor's expense.
- G. Provide, erect, and maintain barriers, fences, barricades, lighting, and guard rails as required to protect general public, workers, and adjoining properties. Fences shall be linked but removable with screens and conform to Section 206-6 Chain Link Fence of the Reference Specification.
- H. Protect pipelines, wires, cables, electrical panels, and conduits located above or below ground if such items are to remain. Damage to said items if caused by actions or omissions of Contractor shall be repaired at the Contractor's expense.
- I. Cease operation and notify Engineer immediately if the work appears to endanger life, facilities, or property. Do not resume operations until safe conditions have been restored.

PART 2 MATERIALS

- A. The use of explosives for any work to be performed under this contract is prohibited.
- B. The use of a "Headache Ball" or other battering device on any building or structure shall not be permitted when such device will swing or will be swung over public or adjacent private property

or that through its use will cause building material particles to fall or to be driven onto public or adjacent private property.

- C. Backfill must be free of organic or other unsatisfactory material such as residue from grooving or grinding operations, metal, rubber, mixed debris, or rubble.

PART 3 EXECUTION

3.01 GENERAL

- A. Perform all demolition work in accordance with applicable Federal, State, County, and City Building Codes and Regulations. The work shall meet safety standards and requirements including those of CAL/OSHA. The Contractor shall have at the work site copies of applicable extracts of CAL/OSHA Construction Safety Orders and General Industrial Safety Orders.
- B. Control dust to meet the South Coast Air Quality Management District regulations.
- C. Subsurface items not shown on the Drawings or mentioned in the Specifications, which are encountered during the Contractor's operations shall be brought to the attention of the Engineer. The Engineer will determine the disposition of the items.
- D. Obtain permission from the Engineer if outriggers, swinging cranes, or other equipment might pass over adjacent properties.
- E. Should the Contractor decide to move any large items intact off the site, arrangements for permits, clearances, and utilities are the Contractor's responsibility.
- F. Remove from site vermin infested and harmful materials. Dispose of in accordance with applicable regulations so as not to endanger the health of workers, tenants, or the public.
- G. Burning of material on site shall not be permitted.
- H. All debris shall be removed and handled in a way as to prevent entering the drainage and sewage systems.
- I. Remove existing improvements as indicated on the Drawings.
- J. Removals adjacent to existing structures shall be performed carefully to prevent damage to the facilities. Removals by "Stomping" will not be permitted.
- K. Survey Monuments and Benchmarks disturbed during demolition and removal activities shall be reestablished per the requirements of the City of Los Alamitos.
- L. Contractor shall construct and maintain erosion control BMPs per the Reference Specification Section 3-12.6 Water Pollution Control.

3.02 UTILITY COORDINATION

- A. Exercise extreme caution while working around power poles, overhead lines and light poles that are required to remain.
- B. Conduits and structures associated with demolition of the existing buildings shall be removed and conduits capped at grade and the locations recorded on the as-built plans and locations staked in the field.
- C. Disconnection and removal of all above ground utility services and meters to the point of service is included in the work to be done, unless otherwise specifically identified for removal by the utility owner.

- D. Demolish and remove abandoned utilities as indicated on the Contract Drawings and as directed by the Engineer. Coordinate with utility owner prior to work.
- E. Abandoned utilities shall be removed, capped, or plugged as applicable or as identified on the drawings. Record these locations on the Record Drawings.
- F. Contractor shall stake location of abandoned utilities. Stakes shall clearly note the material and depth of pipe.
- H. Cap any adjacent irrigation system that is impacted by these removals and ensure remaining irrigation is fully operational. Work may include the placement of temporary irrigation piping to maintain connectivity.

3.03 DEMOLITION AND REMOVALS

- A. The Contractor shall completely remove all furnishings and fixtures, and accessory structures attached or adjacent to the buildings to be demolished. The City reserves the right to require the Contractor to salvage certain fixtures prior to removal, including, but not limited to, air conditioning units and other items determined of value by the City.
- B. The Contractor shall completely remove all building walls, concrete pedestals, and perimeter walls, and footing. All debris and refuse shall be removed.
- C. Floor slabs and foundations shall be removed.
- D. Any cavities within the Project Area shall be backfilled in accordance with materials stated in this section.
- E. Disposal of all material shall conform to all applicable local, state, and federal regulations.

3.04 OWNERSHIP AND DISPOSAL

- A. Materials removed shall become the property of the Contractor and legally disposed off site.
- B. Materials shall be free from residual petroleum, tars, waste, debris, soils, loose scrap metal, and any toxic, hazardous, or other foreign substances.

3.05 BITUMINOUS PAVEMENT AND CONCRETE REMOVALS

- A. Surface improvements removed or damaged as a result of Contractor's operations and not designated to be removed shall be reconstructed by the Contractor with the same type of materials and to the same dimensions. Pavement thickness shall be 1 inch greater in thickness than the removed existing pavement.

3.06 CLEAN-UP

- A. Debris and Rubbish Control: Debris and rubbish shall be removed and transported in a manner that will prevent spillage onto existing streets or adjacent areas. All debris shall be removed off the project site property at Contractor's expense.
- B. Regulations: Contractor shall comply with all applicable federal, state, and local regulations regarding handling and disposal of demolished buildings and all resulting materials.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Demolition and removal of the structure, placement and compaction of fill, and all associated work, including utility coordination, wall removals and footing, shall be measured as a single lump sum item.

4.02 PAYMENT

- A. The contract lump sum price paid for Demolition of the TV Production Building shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the Demolition of the TV Production Building, complete in place. The contract lump sum price paid per Lump Sum bid item shall include, but not be limited to:
 - a) Utility coordination and removals
 - b) Safely demolishing the existing structure(s), and removal and disposal of all fixtures including walls and footings, furnishings, and attachments therein or thereon
 - c) Capping sanitary sewer lateral at edge of work area
 - d) Capping gas and water line
 - e) Disposal and transport of all debris and refuse from within the work area
 - g) Securing fees to a legal dump site
 - h) Grading the site
 - j) Staking abandoned utilities
- C. Health & Safety Plan: Full compensation to prepare and implement the Health and Safety Plan shall be included in the price paid for the Demolition of TV Production Building and no additional compensation will be allowed therefor.
- D. Weight tags from the dump site shall be presented to the Engineer. No payment shall be made until the weight tags have been presented to the Engineer.

PART 8 – LANDSCAPING AND IRRIGATION

SECTION 801 – INSTALLATION

801-1 GENERAL.

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and re-sodded and/or replanted in kind, except as otherwise designated in the Plans. Existing irrigation systems shall be repaired and restored to operating condition to the satisfaction of the Engineer.

Contractor shall field verify with Engineer exact location of all irrigation components such as, but not limited to, valves, sprinkler heads, piping, etc., prior to start of construction. All irrigation components shall be protected in place. However, where there are conflicts with new sidewalks, the water supply lines, valves, and sprinkler heads shall be modified and adjusted to grade or relocated, as necessary. The reinstallation of irrigation components shall be performed in the same manner in which they were originally installed.

Contractor shall not have the existing irrigation system inoperable for more than 48 hours continuously.

801-8 Payment

Payment for Irrigation System Modifications shall be paid at the contract unit price Lump Sum (LS) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, pipes, sprinklers, connections, wyes, bends, tees, removal of interfering portions of existing system and incidentals for the irrigation system modifications complete in place and no additional compensation will be made therefor.

Payment for Vegetation Control Fabric shall be paid at the contract unit price per Square Feet (SF) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the vegetation control fabric complete in place and no additional compensation will be made therefor.

Payment for 3/4" Size Landscape Grade Rocks, 4" Thick (Locally Available) shall be paid at the contract unit price per Ton and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the Landscape Gravel Rocks complete in place and no additional compensation will be made therefor.

Payment for Restore Lawn shall be paid at the contract unit price per Square Feet (SF) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the Restoring lawn complete in place and no additional compensation will be made therefo

SECTION G
RECYCLING OF MATERIALS



WASTE MANAGEMENT PLAN FORM

1. PROJECT & APPLICANT INFORMATION

OWNER'S NAME _____ DATE _____

PROJECT ADDRESS _____

OWNER TELEPHONE _____

CONTRACTOR NAME _____

CONTRACTOR CONTACT NAME _____

CONTRACTOR TELEPHONE _____

APPROXIMATE SQUARE FOOTAGE OF PROJECT _____

DEMOLITION DATES: START _____ END _____

CONSTRUCTION DATES: START _____ END _____

2. DESCRIPTION OF DIVERSION PLAN

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also, explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation.

3. EXEMPTION

Please fill out the section below if you believe that your project is entitled to an exemption and not required to divert or recycle C&D debris.

4. MATERIAL HANDLING ESTIMATE

Please complete the Material Handling Estimate Worksheet (page 3). This form is used to identify the estimated types and quantities of materials and how the waste material will be reduced, recycled or disposed at your project site. Estimates should be calculated in tons. Please use the attached Materials Conversion Worksheet for conversion factors.

4a. Diversion Percentage Estimate from Section F. (page 3): _____%

4b. Is the percentage listed in 4a above greater than or equal to 65%? YES NO

4c. If NO, explain why: _____

1. "To the best of my knowledge, the tonnage and diversion percentage estimates reported on this form are my best estimate of the disposition of the construction and demolition materials generated at this project site."

SIGNATURE _____

PRINT NAME _____ DATE _____

****FOR CITY USE ONLY****

Plan Approval Status:

Exemption Status:

☐ Approved

☐ Exempted Approved

☐ Further explanation needed (see attached)

☐ Exempted Denied

☐ Denied

Comments:

Reviewed By: _____

Signature _____

Date _____

MATERIAL HANDLING ESTIMATE WORKSHEET

Column A: List estimated quantities of waste for each material type (in tons). To convert yards to tons, use the attached Materials Conversion Worksheet.

Columns B, C, D: List estimated quantities reused, recycled, or disposed based on Column A quantities. **Column E:** State the name of all vendors or facilities used to reuse, recycle or dispose of materials listed. **Column Totals:** Add up all material quantities for each column.

Section F. Calculate the estimated diversion percentage in the section at the bottom of this worksheet and enter the percentage on page 2, line 4a, of this form. Attach another Material Handling Estimate Worksheet if more room is needed.

Materials	A Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
Example: Cardboard	2 tons		1.5	.5	(Recycle) XYZ Recycling Facility (Disposal) Prima Landfill
Asphalt & Concrete					
Brick/Masonry/tile					
Building Materials (doors windows, cabinets, ect.)					
Cardboard					
Carpet					
Carpet Padding/Foam					
Ceiling Tiles					
Drywall (new or used)					
Landscape Debris (brush, trees, ect.)					

MATERIAL HANDLING ESTIMATE WORKSHEET

Materials	A Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
Scrap Metal					
Unpainted Wood & Pallets					
Garbage/Trash					
Dirt			X		
Demolition		X	X		
Green Waste (trees, shrubs, turf, etc.)					
Mixed Debris					
Roofing					
Wood Shingle/Shake					
Concrete/Clay Tile					
Roof Decking					
Appliance/Equipment					

F. Diversion Percentage Estimate: (Transfer % amount to 4a on page 2)

Column Totals B ____ + C ____ = ____ / A ____ = ____ X 100% = ____ %

MATERIAL HANDLING ESTIMATE WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
<u>Asphalt/Concrete</u>				
Asphalt (broken)		cy x	.7	= _____
Concrete (broken)		cy x	.9	= _____
Concrete (solid slab)		cy x	1.2975	= _____
<u>Brick/Masonry/Tile</u>				
Brick (broken)		cy x	.7	= _____
Brick (whole, palletized)		cy x	1.5212	= _____
Masonry block (broken)		cy x	.6	= _____
Tile		sq ft x	.00175	= _____
<u>Building</u> Materials (doors, windows, cabinets, etc.)		cy x	.15	= _____
Cardboard <u>(flat)</u>		cy x	.05	= _____
<u>Carpet</u>				
By square foot		sq ft x	.0005	= _____
By cubic yard		cy x	.3	= _____
<u>Carpet Padding/Foam</u>		sq ft x	.000125	= _____
<u>Ceiling Tiles</u>				
Whole (palletized)		sq ft x	.0003	= _____
Loose		cy x	.0875	= _____
<u>Drywall</u> (new or used)				
½" (by square foot)		sq ft x	.0008	= _____
5/8" (by square foot)		sq ft x	.00105	= _____
Demo/used (by cubic yard)		cy x	.25	= _____
<u>Landscape</u> Debris (brush, trees, etc.) <u>Scrap</u> Metal		cy x	.453	= _____

MATERIALS CONVERSION WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
<u>Unpainted</u> Wood & Pallets				
By board foot		bd ft x	.001375	= _____
By cubic yard		cy x	.15	= _____
<u>Garbage/Trash</u>		cy x	.175	_____
<u>Dirt</u>				
By cubic yard		cy x	1.03	= _____
Demolition				
Complete demolition		sq ft of structure x	40/2000	_____
Complete demolition with tile roof		sq ft of structure x	47/2000	= _____
Green Waste (trees, shrubs, turf, etc.)		cy x	.25	= _____
Mixed Debris (interior remodel)		cy x	.2	_____
<u>Roofing</u>				
Asphalt composition shingle		roof sq ft x	3/2000	= _____
<u>Wood Shingle/Shake</u>		roof sq ft x	2/2000	= _____
<u>Concrete/Clay Tile</u>		roof sq ft x	10/2000	_____
Roof <u>Decking</u>		roof sq ft x	1.5/2000	= _____
<u>Appliance/Equipment</u>				
Cook Top		x	.015	= _____
Dishwasher		x	.050	_____
Refrigerator		x	.075	= _____
Oven (single)		x	.038	= _____

MATERIALS CONVERSION WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
Trash Compactor	_____	x	.020	_____
Water Heater 30 gallons	_____	x	.025	= _____
Water Heater 40-50 gallons	_____	x	.038	= _____
Bathtub (cast Iron)	_____	x	.150	= _____
Bathtub (steel)	_____	x	.038	= _____
Sink, cast iron	_____	x	.025	_____
Sink, porcelain	_____	x	.010	_____
Sink, steel	_____	x	.005	= _____
Toilet	_____	x	.020	_____

cy = cubic yards

sq ft= square foot

bd ft= board foot

Sample Calculation:

Materials including 100 square feet of roof decking, 50 cubic yards of brick (broken), and a cast iron bathtub would compute as follows: $(100 \times 1.5 \text{ lbs.})/2000 + (50 \times 7) + .15 = (.075) + 35 + 0.15 = 35.225 \text{ Tons}$

APPENDIX A

DEMOLITION AND SITE IMPROVEMENT PLANS



CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

LOS ALAMITOS TELEVISION BUILDING DEMOLITION
LOCATED AT 10921 OAK STREET
CIP 22/23-04

UTILITY CONTACTS:

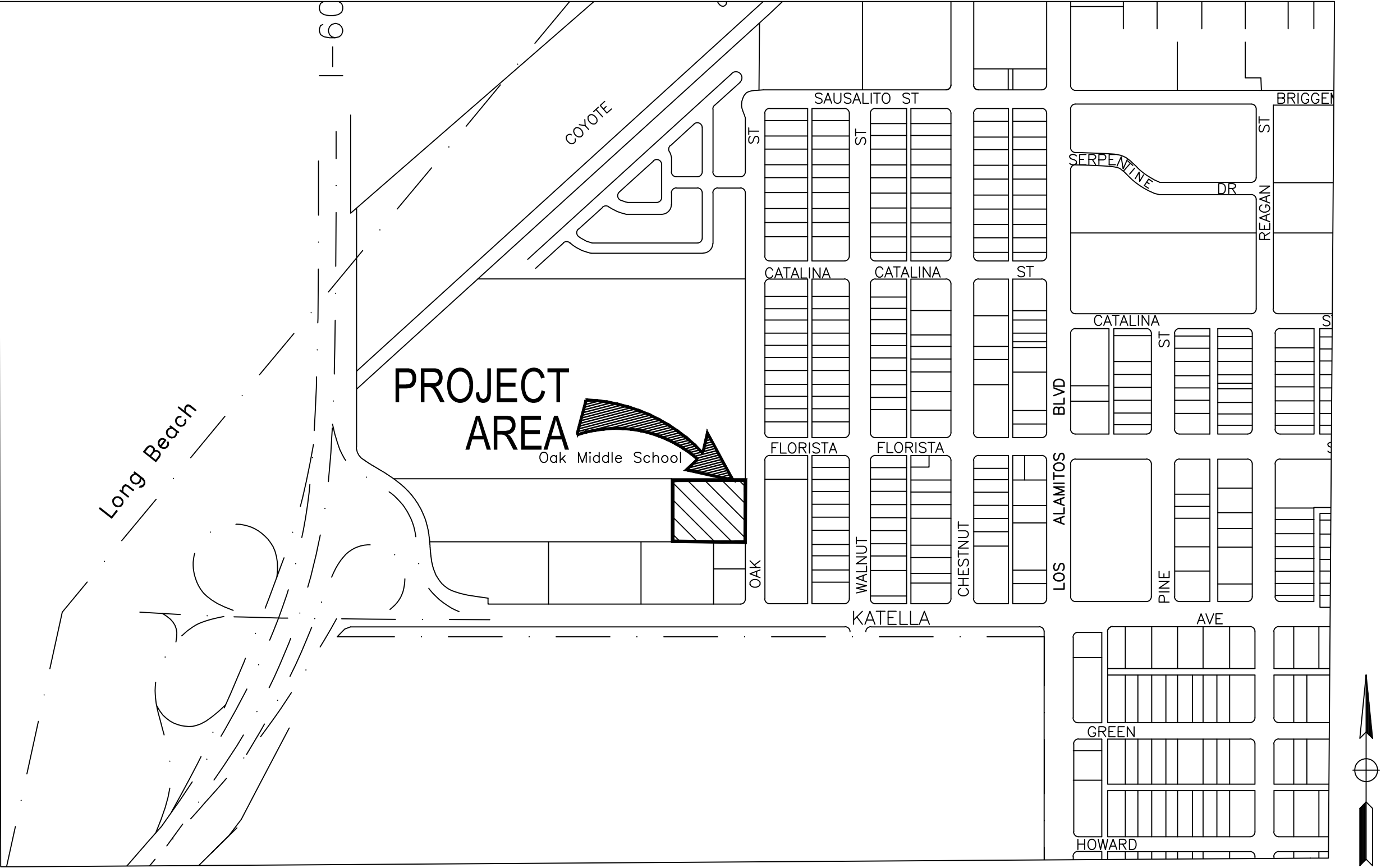
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOSMOOR/LOS ALAMITOS SEWER DIST.	(562) 431-2223
SOUTHERN CALIFORNIA EDISON CO.	(562) 981-8205
SOUTHERN CALIFORNIA GAS CO.	(714) 634-3133
GOLDEN STATE WATER CO.	(714) 535-8010
TIME-WARNER COMMUNICATION	(714) 895-6886
UNDERGROUND SERVICE ALERT	(800) 422-4133
VERIZON	(704) 375-6719

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- ROSSMOOR COMMUNITY SERVICES
DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525

DEMOLITION NOTES

- THE CONTRACTOR SHALL PERFORM SURFACE DEMOLITION NECESSARY TO CONSTRUCT THE PROJECT. THIS INCLUDES, BUT NOT LIMITED TO, DEMOLITION AND REMOVAL OF CONFLICTING VEGETATION, PLANTS, DEBRIS; BACKFILLING OF EXCAVATIONS; REMOVAL OF EXISTING SLABS, FOOTINGS, FOUNDATIONS, PORTLAND CEMENT CONCRETE (PCC) AND SIDEWALKS, IRRIGATION PIPE, STORM DRAIN PIPES AND STRUCTURES AND RELATED FACILITIES, OTHER EXISTING FACILITIES AND UTILITIES; REMOVAL OF ANY MATERIAL RESULTING EITHER FROM DEMOLITION ACTIVITY, SITE CLEARING OR EARTHWORK SHALL INCLUDE REMOVAL, TRANSPORTATION AND LEGAL DISPOSAL OF SUCH MATERIAL, IN ACCORDANCE WITH CURRENT GOVERNING CODES AND REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEMOLITION, REMOVAL, REPAIRS AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS, WHICH IS REQUIRED DUE TO FAILURE OF THE CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS AFFECTED BY CONTRACTOR'S WORK.
- BEFORE THE START OF ANY DEMOLITION FACILITIES, CONTRACTOR SHALL:
 - IDENTIFY ALL ENCROACHMENTS NOT SHOWN ON THE DRAWINGS.
 - VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, SEWERS, STORM DRAINS, CULVERTS, TELEPHONE, FIBER, ELECTRICAL CONDUITS, ETC. THAT CROSS OR LIE WITHIN THE DEMOLITION WORK LIMITS
 - OBTAIN APPROPRIATE PERMITS.
 - COORDINATE WITH APPROPRIATE AUTHORITIES AND AGENCIES TO SHUT OFF, DISCONNECT, CUT AND CAP, WHERE REQUIRED, OVERHEAD AND UNDERGROUND UTILITY



VICINITY MAP

SCALE : N.T.S.

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	DEMOLITION PLAN
3	SITE IMPROVEMENTS PLAN

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND APWA STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.



Know what's below.
Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D



DRAWN BY	CL
CHECKED BY	GS
DESIGNED BY	GS

APPROVED
City Engineer

DATE
2/14/2023
2/14/2023
2/14/2023
2/14/2023

CITY OF LOS ALAMITOS

TITLE SHEET

SHEET 1 OF 3

FILE: W:\WE-CALos Alamitos, City of\110184.10 - LATV Demo\900-PS&E\901-Plans\PL-DEMOL.dwg

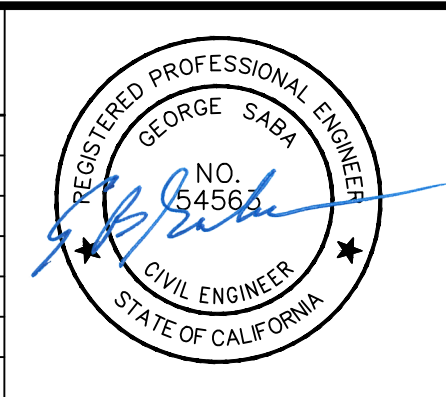
USER: Camryn.Lopez
DATE: Feb 14, 2023 - 8:48am



Know what's below.
Call before you dig.

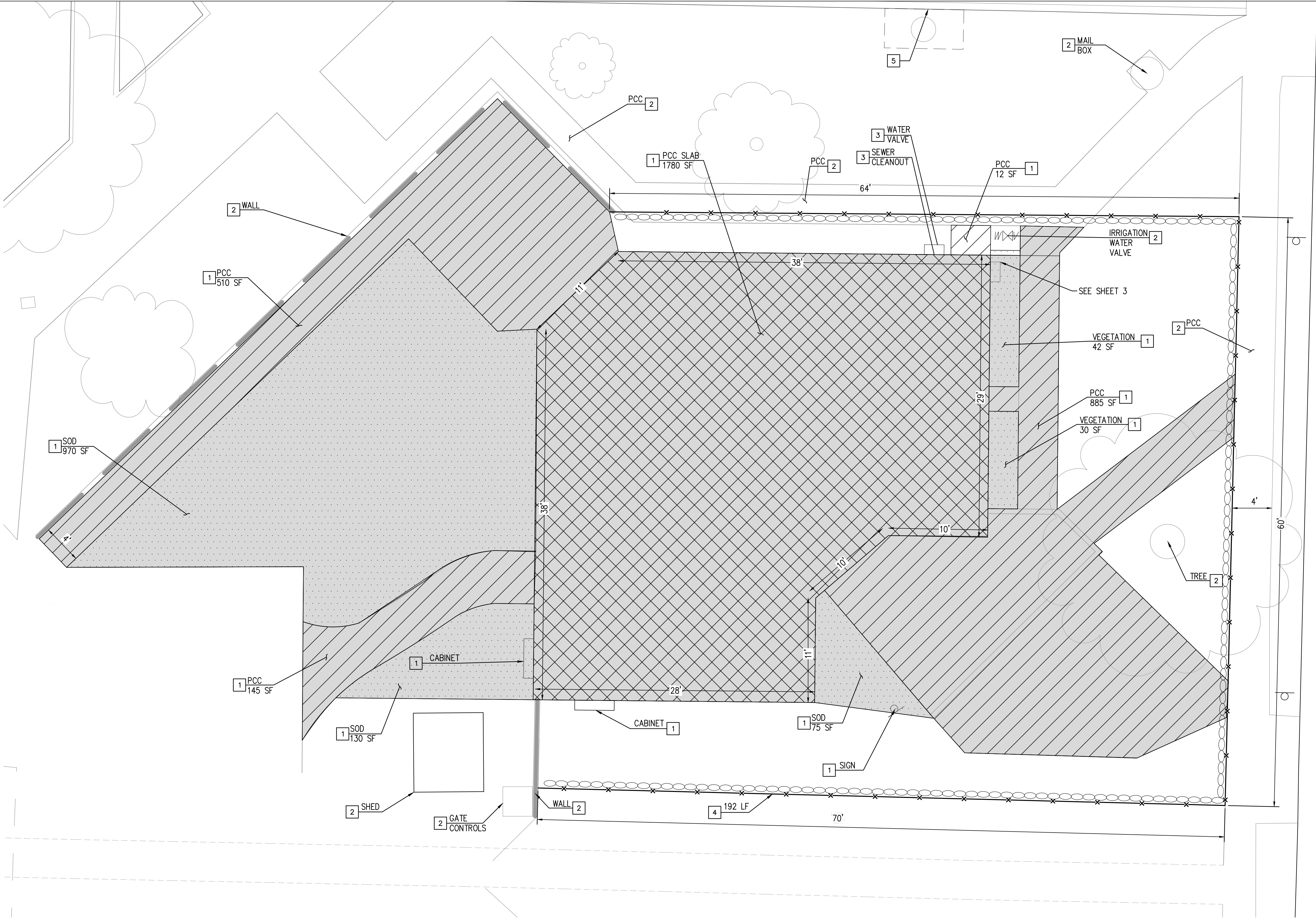
REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



WILLDAN Engineering		DATE
DRAWN BY	CL	2/14/2023
CHECKED BY	GS	2/14/2023
DESIGNED BY	GS	2/14/2023
APPROVED		2/14/2023
City Engineer		Date

CITY OF LOS ALAMITOS	
LOS ALAMITOS TELEVISION PRODUCTION BUILDING DEMOLITION PLAN	
SHEET 2 OF 3	



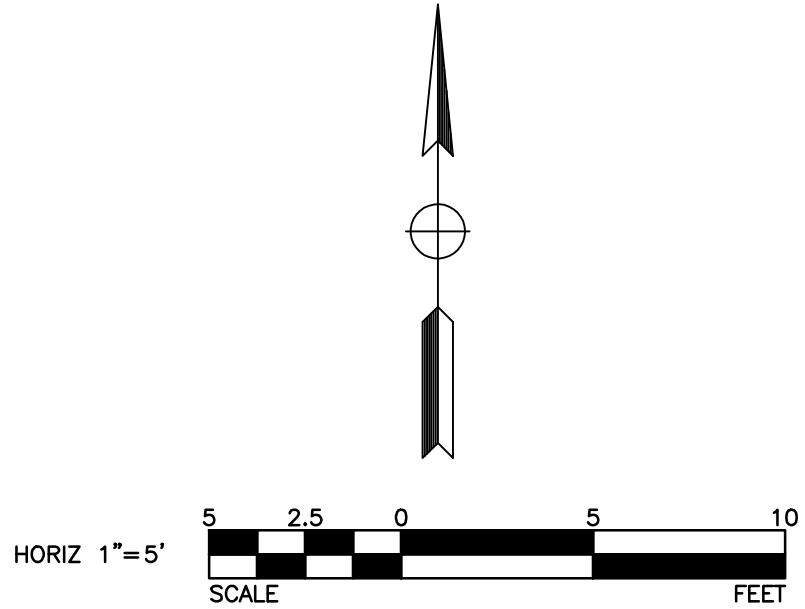
OAK STREET

DEMOLITION NOTES

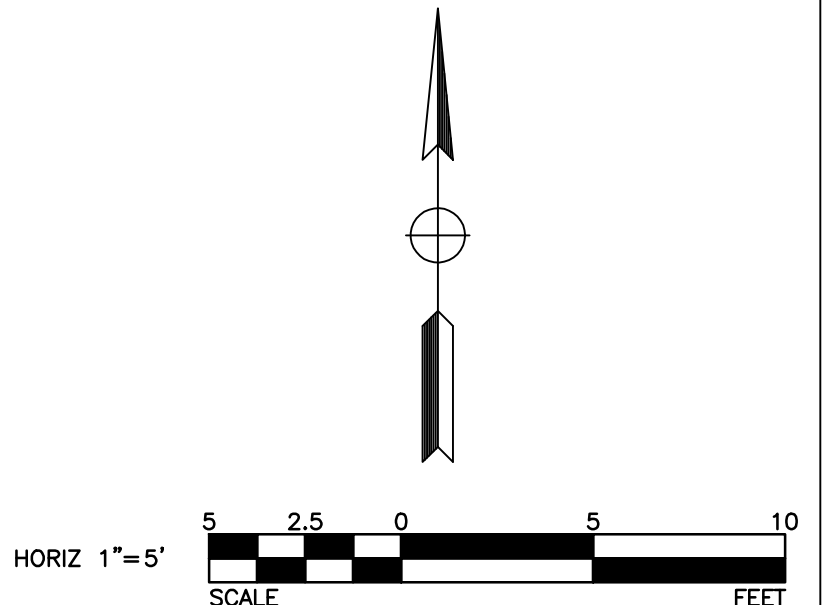
- 1 REMOVE BY CONTRACTOR
- 2 PROTECT IN PLACE
- 3 CONTRACTOR TO CAP/REMOVE SERVICE LINES
- 4 INSTALL TEMPORARY 6' CHAIN LINK FENCE WITH PRIVACY FABRIC LINED WITH FIBER ROLLS
- 5 INSTALL BMP AT EXISTING CATCH BASIN

LEGEND:

- AREA TO BE DEMOLISHED
- EXISTING BUILDING TO BE REMOVED
- PCC AREA TO BE REMOVED
- SOD & VEGETATION AREA TO BE REMOVED
- IRRIGATION WATER VALVE
- IRRIGATION CONTROLLER
- TELECOM/ELEC CABINET
- SIGN
- TREE
- INSTALL TEMPORARY 6' CHAIN LINK FENCE WITH PRIVACY FABRIC LINED WITH FIBER ROLLS



BID SET



R E V I S I O N S				R E F E R E N C E S
NUMBER	DATE	INITIALS		APPV'D

 WILLDAN Engineering		DATE
2401 East Katella Ave, Suite 400, Anaheim, California 92805 714/978-8200 fax 714/978-8299		
DRAWN BY	CL	2/14/2023
CHECKED BY	GS	2/14/2023
DESIGNED BY	GS	2/14/2023
APPROVED		2/14/2023
City Engineer		Date

CITY OF LOS ALAMITOS

LOS ALAMITOS TELEVISION PRODUCTION BUILDING SITE IMPROVEMENT PLAN

SHEET 3 OF 3

BID PROPOSAL

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

Contractor acknowledges receipt and inclusion of addenda 1 to 2 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 evidence 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: Unlimited Environmental, Inc.

MAILING ADDRESS: 2300 E. Curry St, Bldg B, Long Beach, CA 90805

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: Jill Hunt-Dupleich, Vice President

DATE: 10/18/23
(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

UNLIMITED ENVIRONMENTAL, INC.
a California corporation

UNANIMOUS WRITTEN CONSENT OF SOLE DIRECTOR
IN LIEU OF ANNUAL MEETING

December 31, 2020

The undersigned, being the sole director of **UNLIMITED ENVIRONMENTAL, INC.**, a California corporation, does hereby vote for, consent to and authorize the following actions, it being understood that the execution of this consent is in lieu of holding an annual meeting of the Board:

I.
ELECTION OF OFFICERS/AUTHORIZED SALARIES

RESOLVED, that the following person is hereby nominated and elected to serve as an officer of this Corporation in the office and for the annual salary this calendar year as indicated in corporate financial records in possession of the Treasurer, and reviewed and authorized by the Board:

Name	Office
W. Scott Lange	President
Jill Hunt-Dupleich	Vice-President
W. Scott Lange	Chief Financial Officer
W. Scott Lange	Secretary

II.
SALARY AND BONUS AMOUNTS

RESOLVED, that the salary and bonus (if applicable) as indicated in corporate financial records in possession of the Treasurer, reviewed and authorized by the Board of Directors, and paid to each officer during the last calendar year by reason of the contribution of such officer to the financial success of the corporation, is hereby ratified and approved.

III.
ADDITIONAL BONUS

RESOLVED, that this Corporation may, but shall not be required to pay to each of said officers one or more bonuses during each calendar year of their employment with this Corporation as incentive compensation for their continued contributions to the profits of the Corporation.

**IV.
SALARIES/BONUS TIMING OF PAYMENT**

RESOLVED, that bonuses and salaries shall be paid to the officers in such intervals and increments as the Corporation and the officers shall agree taking into consideration the cash position and requirements of the Corporation.

**V.
DECLARATION OF NO DIVIDEND**

WHEREAS, based on the results of the operations of this Corporation for the past fiscal year and after taking into consideration its working capital requirements and probable capital expenditures, this Corporation is not in a position to declare a dividend at this time; and

RESOLVED, that after due consideration, the sole director is of the opinion that it would be in the best interests for this Corporation not to declare and pay a dividend at the present time.

**VI.
AUTHORIZATION TO BORROW MONEY**

RESOLVED, that this Corporation is hereby authorized to borrow at any time and from time to time from one or more of this Corporation's shareholders, officers, directors, related parties and third parties such amounts of funds for the business interests of this Corporation as the officers may from time to time deem appropriate in their discretion.

RESOLVED FURTHER, that the officers of this Corporation are authorized to take any and all necessary or appropriate actions in entering such loan transactions, negotiating the terms and conditions thereof, executing the related loan documents (including any security and collateral arrangements), performing the Corporation's obligations thereunder, and enforcing its rights thereunder.

**VII.
AUTHORIZATION TO LEND MONEY**

RESOLVED, the officers of the Corporation are authorized to lend money from time to time to related parties and to third parties if done so for the best interests of the Corporation and according to reasonable and fair terms and conditions.

RESOLVED FURTHER, that the officers of this Corporation are authorized to take any and all necessary or appropriate actions in entering such loan transactions, negotiating the terms and conditions thereof, executing the related loan documents (including any security and collateral arrangements), performing the Corporation's obligations thereunder, and enforcing its rights thereunder.

VIII.
AUTHORIZATION TO EXECUTE CONTRACTS

RESOLVED, that W. Scott Lange, President, and Jill Dupleich, Vice President, are authorized to execute contract documents and/ or to execute a bid submittal on behalf of Unlimited Environmental, Inc. This action is hereby confirmed, ratified, and approved.

IX.
RATIFICATION OF OFFICERS' ACTIONS

RESOLVED FURTHER, that inasmuch as the members of the Board of Directors are familiar with the business, affairs, and operation of the Corporation, all acts and actions taken by the officers of the Corporation since the last annual meeting of the Board of Directors are hereby confirmed, ratified, and approved.

X.
CONSENT IN LIEU OF MEETING

RESOLVED, that this Annual Action By Unanimous Written Consent of the Board of Directors is taken in lieu of an annual meeting of the Board of Directors and any requirement for such a meeting is hereby waived.

XI.
CLOSING

RESOLVED, that the acts and resolutions of the officers of this Corporation since the date of the last Board of Directors' Minutes are hereby ratified and approved.

RESOLVED FURTHER, that upon execution of these Minutes, the Secretary of this Corporation is instructed to cause said Minutes to be inserted in their proper place in the Corporate Minute Book.



W. Scott Lange, Director

CLOSING CONSENT

The undersigned, having been duly elected as officers of **UNLIMITED ENVIRONMENTAL, INC.**, pursuant to the above Unanimous Written Consent of the Board of Directors, do hereby accept election and appointment as an officer, in the capacities set forth above.



W. Scott Lange

Jill Hunt-Dupleich

BID SCHEDULE

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment, and installation necessary for the completion of the work itemized under this schedule, even though not shown, or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except those 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: Unlimited Environmental, Inc.

CONTRACTOR'S LICENSE NO.: 668511

AUTHORIZED SIGNATURE: 

TITLE: Jill Hunt-Dupleich, Vice President

DATE: 10/18/23

BID SCHEDULE (Continued)

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00
2	Water Pollution Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	Irrigation System Modifications	1	LS	\$ 2,500.00	\$ 2,500.00
4	Clearing and Grubbing	1	LS	\$ 9,000.00	\$ 9,000.00
5	Demolition of the TV Production Building	1	LS	\$ 35,000.00	\$ 35,000.00
6	Temporary 6' Chain Link Fence with Privacy Screen & Straw Rolls	195	LF	\$13.00	\$2,535.00
7	Grading (Flatten to 4" below reference point, 90% compaction)	1	LS	\$12,000.00	\$12,000.00
8	Vegetation Control Fabric	4140	SQFT	\$ 1.10	\$ 4,554.00
9	3/4" Size Landscape Grade Rocks, 4" Thick (Locally Available)	80	TON	\$ 125	\$ 10,000.00
10	Restore Lawn	430	SQFT	\$ 11.60	\$ 4,988.00
11	8' High Chain Link Fence with Black Plastic Slats	148	LF	\$ 61.50	\$ 9,102.00
12	6' - 2"x2"x .25" Steel Square Tube / Anchored to Block Wall / Field Welded to Existing Steel Bars	12	LF	\$ 291	\$ 3,492.00
Total					\$104,671.00

Bid Schedule A Total \$ 104,671.00

Bid Schedule A Total (in words): One Hundred Four Thousand Six Hundred Seventy One

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

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

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

Unlimited Environmental, Inc.
(Company Name of Bidder)

10/18/23
(Date)

BID BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder Unlimited Environmental, Inc., as PRINCIPAL, and Developers Surety and*, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of Ten Percent of Total Amount Bid--- dollars (\$ 10% of Bid---), 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 9th day of October, 2023.

PRINCIPAL*

Unlimited Environmental, Inc.

2300 East Curry St. Bldg B. Long Beach, CA 90805 - Phone: (562) 981-6600

Jill Dupklich, Vice President

SURETY*

Developers Surety and Indemnity Company

17771 Cowan Suite #100, Irvine, CA 92614 - (866) 363-2642

Christopher Coronel

Rebecca Haas-Bates
Rebecca Haas-Bates, Attorney-in-Fact

*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 ****PLEASE SEE ATTACHED****

(SEAL)

*Indemnity Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

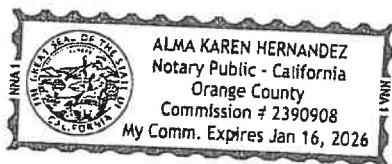
On 10/09/2023 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 10/09/2023

Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Developers Surety and Indemnity Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar, and Rebecca Haas-Bates

, of Irvine, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective October 9, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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

STATE OF California

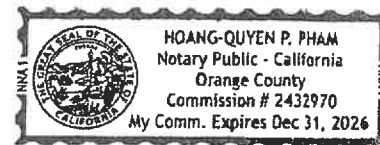
COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen P. Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

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Ed. 0323

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

_____ Please see bid bond _____ 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.”

DATE: 10/18/23

Page 507 of 672

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the Vice President of Unlimited Environmental, Inc., 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 10/18/23 [date], at Long Beach [city], California [state].


Signature of Declarant

Jill Hunt-Dupleich

Printed Name of Declarant

BIDDER INFORMATION

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder:

..... Unlimited Environmental, Inc.

Business Address:

..... 2300 E. Curry St. Bldg B, Long Beach, CA 90805

Telephone: 562-981-6600

FAX: 562-912-4415

E-mail: jill@ueiteam.com

Contractor's License No.: 668511

Date License Issued: 3/12/2001

License Expiration Date: 3/31/25

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)

W. Scott Lange, President, 1200 South Irena Ave, Redondo Beach, CA 90277, 5622-981-6600

Jill Hunt-Dupleich, Vice President, 11781 Emerald St, Garden Grove, CA 92845, 562-577-0861

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

No.

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)

No.

Prior Disqualification

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

Date: N/A Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

N/A

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

Violations of Federal or State Law

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

Yes / No: No Federal / State: _____

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

N/A

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

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

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

.....

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

.....

N/A

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 18th day of October, 2023, at Long Beach, California, California.

Authorized Representative Signature and Title  Jill Hunt-Dupleich, Vice President

EXPERIENCE STATEMENT

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

Project Title: City Park Barrack & Cypress Knolls Client: City of Marina

Date: 5/27/23 Project Value: \$3,700,008.69 Contact: Elvie Camacho Tel # 831-772-5264

Description: Abatement, proper removal, and disposal of 45 barracks buildings and miscellaneous debris
debris at the City Park located along Second and 8th Street and 30 buildings and miscellaneous debris
at the Cypress Knolls area along Rendova and Third Avenue for future park and or residential development.

Subject to Federal Labor Standards: ☒ Yes ☐ No

Project Title: Orange County Operations Ctr Building B Client: Omega Construction Services

Date: 10/8/22 Project Value: \$213,942.00 Contact: Mike Lee Tel # 714-870-0404

Description: Asbestos abatement including but not limited to drywalls, flooring, mastics, gaskets, haul away.
Provide all necessary soft demo including haul away per provided demo plans and specifications.

Subject to Federal Labor Standards: ☒ Yes ☐ No

EXPERIENCE STATEMENT (Continued)

DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: OC Fair Market Pl & Banana Bldg Demo Client: OC Fair

Date: 6/17/23 Project Value: \$333,679.03 Contact: Keith Holbrook Tel
714-708-1579

Description: Removal of building and all existing utilities, footings, plumbing, electric, HVAC,
framing, & roofing.

Subject to Federal Labor Standards: ☒ Yes No

Project Title: Frontside Housing Demolition Client: California Housing Authority

Date: 6/3/23 Project Value: \$215,000.00 Contact: Sean Slay Tel # 916-570-3040

Description: Demolition project for Frontside Housing 22nd DAA San Diego County Fair.

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 18th
day of October, 2023, at Long Beach,
California.



Jill Hunt-Dupleich, Vice President
Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Tre Lighting & Electrical 2026 E. South Redwood Dr Anaheim, CA 92806	82-3887505	N	Electrical	1%
So Cal Fence 163 Sixth Ave City of Industry, CA 91746	57-1220670	N	Fencing	10%
Plumbing, Piping & Construction, Inc 5950 Lakeshore Dr Cypress, CA 90630	95-2836137	N	Gas	1%
So Cal Stormwater Solution Services 15030 Ventura Blvd #669 Sherman Oaks, CA 91403	45-5623834	N	SWPPP Plan	1%

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: Unlimited Environmental, Inc.

AUTHORIZED SIGNATURE:  Jill Hunt-Dupleich, Vice President Date: 10/18/23

DEMOLITION OF LOS ALAMITOS TELEVISION
PRODUCTION BUILDING / PUBLIC WORKS BUILDING

BID OPENING: OCTOBER 19, 2023 AT 11 AM

				Unlimited Environmental, Inc.		ASR Demolition Inc.		Balandra Demolition		Resource Environmental		3M Construction Corporation	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	9,000.00	\$ 9,000.00	3,500.00	\$3,500.00	20,000.00	\$20,000.00	15,000.00	\$15,000.00	5,000.00	\$5,000.00
2	Water Pollution Control	1	LS	2,500.00	\$ 2,500.00	0.00	\$0.00	1,000.00	\$1,000.00	2,500.00	\$2,500.00	3,600.00	\$3,600.00
3	Irrigation System Modifications	1	LS	2,500.00	\$ 2,500.00	3,000.00	\$3,000.00	3,500.00	\$3,500.00	2,500.00	\$2,500.00	3,690.00	\$3,690.00
4	Clearing and Grubbing	1	LS	9,000.00	\$ 9,000.00	5,000.00	\$5,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	5,000.00	\$5,000.00
5	Demolition of the Tv Production Building	1	LS	35,000.00	\$ 35,000.00	46,300.00	\$46,300.00	56,055.00	\$56,055.00	59,772.00	\$59,772.00	58,350.00	\$58,350.00
6	Temporary 6" Chain Link Fence with Privacy Screen & Straw Rolls	195	LF	13.00	\$ 2,535.00	15.00	\$2,925.00	15.00	\$2,925.00	11.00	\$2,145.00	38.46	\$7,499.70
7	Grading (Flatten to 4" below reference point, 90% compaction)	1	LS	12,000.00	\$ 12,000.00	17,280.00	\$17,280.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	6,500.00	\$6,500.00
8	Vegetation Control Fabric	4140	SQ FT	1.10	\$ 4,554.00	1.38	\$5,713.20	0.50	\$2,070.00	0.25	\$1,035.00	1.81	\$7,493.40
9	3/4" Size Landscape Grade Rocks, 4" Thick (Locally Available)	80	TON	125.00	\$ 10,000.00	146.10	\$11,688.00	62.50	\$5,000.00	62.50	\$5,000.00	89.81	\$7,184.80
10	Restore Lawn	430	SQ FT	11.60	\$ 4,988.00	11.62	\$4,996.60	5.00	\$2,150.00	2.40	\$1,032.00	7.04	\$3,027.20
11	8' High Chain Link Fence with Black Plastic Slats	148	LF	61.50	\$ 9,102.00	57.44	\$8,501.12	125.00	\$18,500.00	169.00	\$25,012.00	35.14	\$5,200.72
12	6' - 2"x2"x.25" Steel Square Tube / Anchored to Block Wall / Field Welded to Existing Steel Bars	12	LF	291.00	\$ 3,492.00	75.00	\$900.00	150.00	\$1,800.00	167.00	\$2,004.00	17.47	\$209.64
		TOTAL			\$104,671.00		\$109,803.92		\$119,000.00		\$122,000.00		\$112,755.46

Doesn't add up

SCHEDULE	TOTAL	\$104,671.00	\$109,803.92	\$119,000.00	\$122,000.00	\$112,755.46
PROJECT TOTAL		\$104,671.00	\$109,803.92	\$119,000.00	\$122,000.00	\$112,755.46

**DEMOLITION OF LOS ALAMITOS TELEVISION
PRODUCTION BUILDING / PUBLIC WORKS BUILDING**

BID OPENING: OCTOBER 19, 2023 AT 11 AM

ARTICLES OF AGREEMENT

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 22/23-04 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 20th day of November 2023 BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and Unlimited Environmental, Inc., a California Corporation hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 22/23-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$104,671.00) 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 workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from, or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: Jill Hunt-Dupleich

CITY OF LOS ALAMITOS

UNLIMITED ENVIRONMENTAL, INC.

3191 Katella Avenue

2300 E. Curry Street Bldg B

Los Alamitos, CA 90720

Long Beach, CA 90805

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 20th day of November, 2023.

CONTRACTOR: Unlimited Environmental, Inc.

Jill Hunt-Dupleich, Vice President
Contractor's License No. 668511

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Tanya Doby _____ 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)

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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.....(SEAL)
(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Unlimited Environmental, Inc., 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 One Hundred Four Thousand, Six Hundred Seventy-One Dollars and Zero Cents (\$104,671.00); 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: DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 22/23-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2023.

Contractor* Jill Hunt-Depleich, Vice President

SURETY*.....

Unlimited Environmental, Inc.

.....
2300 E. Curry Street Bldg B

.....
Long Beach, CA 90805

.....
562-981-6600

.....

*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 _____, 2023.

NOTARY PUBLIC

(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Fifty Two Thousand, Three Hundred Thirty-Five Dollars and Fifty Cents (\$52,335.50), 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 _____, 2023.

Contractor*

Jill Hunt-Dupleich, Vice President
Unlimited Environmental, Inc.
2300 E. Curry Street,
Long Beach, CA 90805
562-981-6600

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....., 2023.

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: _____ Unlimited Environmental, Inc.
(Contractor)

By: _____
(Signature)

(Title)

Attest:

A
t
t

(Signature)

s
t

(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

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
WORKS BUILDING
AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC
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AT 10921 OAK STREET
SPECIFICATION NO. CIP 22/23-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11M

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 3 with North Star Land Care for Annual Park and Landscape Maintenance Services (citywide)

SUMMARY

This item seeks approval of Amendment No. 3 with North Star for annual citywide park and landscape maintenance services for the amount of \$114,067.92.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with North Star Land Care for a one (1) year term for annual park and landscape maintenance services citywide through January 19, 2025, for a total amount of \$114,067.92.

BACKGROUND

The City of Los Alamitos has over 14.4 acres (625,517 square feet) of parkways, medians, landscape areas and City parks to maintain. Since 2015, the City has relied upon contract landscape maintenance services for these areas. The current contract is set to expire in February. In order to provide the best possible maintenance of these areas at an acceptable level, a Request for Proposals (RFP) was prepared to seek proposals from qualified contractors to provide annual landscape maintenance services.

In November 2020, the City released Requests for Proposals (RFP) 2020-05, which solicited bids for annual maintenance of certain parkways, medians, landscape areas, and City parks and was ultimately awarded to North Star in January 2021. In August 2022, the City Council approved the augmentation of monthly services to include additional areas for services specific to Ball Road, Bloomfield Street, Cerritos Avenue, Farquhar Avenue, Katella Avenue, Lexington Drive, and Los Alamitos Boulevard. Servicing of these areas includes the removal of weeds, vegetation, and excessive dirt from tree wells, gutters, and sidewalk areas. In January 2023, City Council approved extending services via Amendment No. 2 for one additional year.

DISCUSSION

North Star Land Care provides maintenance of parks and certain landscaped areas throughout the City. Those areas include the following:

SITE	LOCATION
Katella median islands	East of the 605 freeway to Walker Street
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road

Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Shepherd Presbyterian Church to Mobil Gas)
Katella Avenue	south side (605 to Wallingsford/Walnut)
Farquhar Avenue	south side
Sterns Park	3871 Farquhar Avenue
Soroptimist Park	10822 Pine Street
Stansbury Park	3711 Toland Avenue
Labourdette Park	4401 Howard Avenue
Little Cottonwood Park	4000 Farquhar Avenue
Orville R. Lewis Park	3662 Kempton Drive
Laurel Park	10915 Bloomfield Street
Sierra Circle, green belt	Cerritos and Sierra Circle
Civic Center Complex (to include Roberts Park, rear of Community Center)	3191 Katella Avenue & 10911 Oak Street
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)
Oak Bike Path	Oak Street to Coyote Creek Park

The scope of service rendered from this agreement includes but is not limited to mowing, edging, weed removal, sweeping (blowing), and litter removal.

North Star Land Care has agreed to provide continued services with no price increase for the proposed term. Amendment No. 3 to the Professional Services Agreement (PSA) extends the City's contractual relationship with North Star Land Care for a period of one year. This extension will utilize the final of two allowable one-year extensions.

FISCAL IMPACT

Amendment No. 3 to the PSA with North Star Land Care for annual park and landscape maintenance services, will not exceed a total annual amount of \$114,067.92. Funding for these services is included in the Park Maintenance Division fund within the Development Services Department budget. The total contract amount is incorporated into Fiscal Year 2023-2024 budget.

- Attachment:
1. Amendment No. 3 - North Star Land Care
 2. North Star Land Care (2021)
 3. Amendment No. 1 - North Star Land Care (2022)
 4. Amendment No. 2 - North Star Land Care (2023)

**AMENDMENT NO. 3 TO LANDSCAPE MAINTENANCE SERVICES
AGREEMENT**
North Star Land Care

This Amendment No. 3 to Landscape Maintenance Services Agreement (“Amendment”) is made and entered into on this ____th day of November, 2023 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and North Star Land Care, A California corporation, (“Contractor”). City and Contractor are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement on January 19, 2021 (“Agreement”), which is incorporated herein by reference, to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. City and Contractor entered into that certain Amendment No. 1 to the Agreement on August 15, 2022 (“Amendment No. 1”), which is incorporated herein by reference, to include additional monthly landscape maintenance services.

C. City and Contractor entered into that certain Amendment No. 2 to the Agreement on November 14, 2022 (“Amendment No. 2”), which is incorporated herein by reference, exercising one of two possible one-year contract extensions through January 19, 2024.

D. The Agreement, as amended by Amendment No. 1 and Amendment No. 2, will expire on January 19, 2024, unless extended by mutual agreement of the Parties.

E. City and Contractor desire to amend the Agreement to exercise the second of two possible one-year contract extensions, through January 19, 2025, subject to the terms and provisions of this Amendment No. 3

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

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of four (4) years, ending on January 19, 2025.

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

3. The persons executing this Amendment No. 3 on behalf of the Parties hereto warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing the Parties are formally bound to the provisions of this amendment.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 3 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”

North Star Land Care

By: _____
Jose A. Martinez
President
tony@northstarlandcare.com

By: _____
Juan Angel Sotelo
CFO
juan@northstarlandcare.com

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

[*North Star Land Care*]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this 19th day of January 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and North Star Land Care, a California Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City’s formal Request for Proposals No. 2020-05 (RFP), dated November 16, 2020, Contractor has submitted to City a written proposal, dated December 17, 2020, to provide the desired landscape maintenance services.

D. City desires to engage Contractor to provide such landscape maintenance services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16th, 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2020-05, dated November 16, 2020; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) the RFP, and (3rd) Contractor’s Proposal.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Seven Thousand, Seventy-Nine Dollars and Sixty Six Cents (\$7,079.66) monthly. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to,

acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on January 19, 2023, unless extended by mutual written agreement of the Parties, for a maximum of two (2) – 1-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City. If Contractor is permitted by City to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of

Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence

basis, covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

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

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

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

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

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

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other

exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor

shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Jose A. Martinez
North Star Land Care
10831 Downey Avenue
Downey, CA 90241v
tony@northstarlandcare.com

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

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

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

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

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

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,

Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

DocuSigned by:
By: Mark Chirco
7A6EE04E6DC44FE...
Mark Chirco, Mayor 3/15/2021

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF416...
Michael S. Daudt 3/12/2021
City Attorney

ATTEST:

DocuSigned by:
By: Windmera Quintanar
34BC02004CA0409...
Windmera Quintanar, MMC 3/15/2021
City Clerk

“Contractor”

North Star Land Care

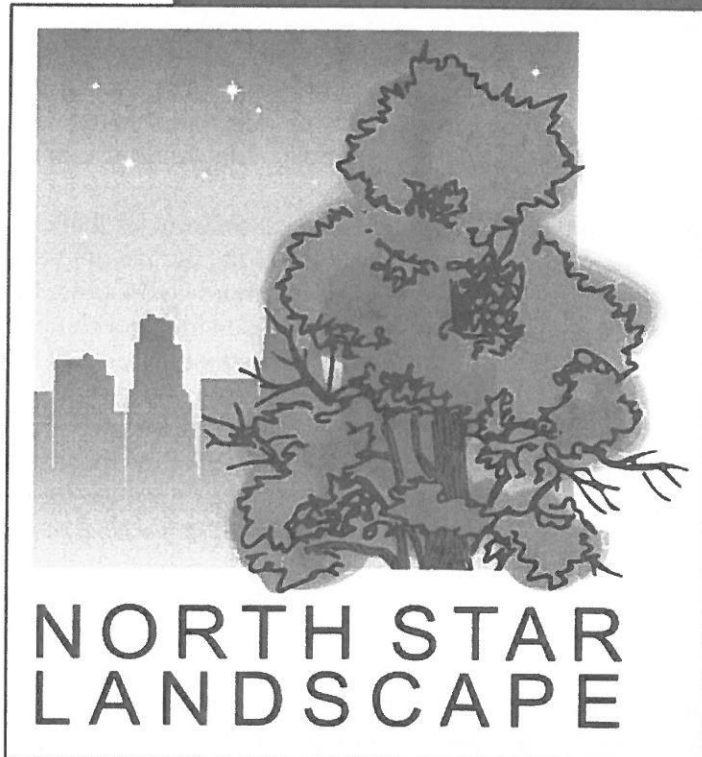
DocuSigned by:
By: Jose A. Martinez
9631334493D04A8...
Jose A. Martinez 3/12/2021
President

DocuSigned by:
By: Juan Angel Sotelo
E92623933100450...
Juan Angel Sotelo 3/12/2021
CFO



December 17, 2020

City of Los Alamitos Request for Proposal for Park & Landscape Maintenance Services



NORTHSTARLANDCARE.COM (562)674-3076
LIC# 1034669 DIR# 1000056611

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720



RE: Park & Landscape Maintenance Services

Due: Thursday, December 17, 2020 at 2:00 P.M.

North Star Landscape ("North Star") is pleased to submit a proposal for the City of Los Alamitos's Landscape Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding Cities such as Huntington Park, Maywood, Los Angeles County and City of Montebello. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the city of Los Alamitos's professional landscape maintenance services. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions. During these unprecedented times, North Star has not missed a beat in assisting our Municipal clients by augmenting City staff so the delivery of quality landscaping maintenance services would continue without interruption.

North Star's management team has a track record of working with many cities throughout Southern California since 1994. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/2022. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and will obtain a City of Los Alamitos business license upon being awarded this Landscape Maintenance contract.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional landscapers, diligent staff who provide premium landscaping by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the City and its landscaping related needs.

Assigned contacts for this important project are as follow:

Area Manager, Jose A. Martinez, (310) 704-9885 tony@northstarlandcare.com

Field Manager, Rene G. Serafin, (562) 991-9064 rene@northstarlandcare.com

Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

As the President of North Star Landscape, I, Jose Antonio Martinez have the official authority to bind our company to the City of Los Alamitos proposal requests. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 60 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (310)704-9885 or tony@northstarlandcare.com.

Sincerely,

Jose A. Martinez
 President

North Star Land Care
 10831 Downey Avenue
 Downey, CA 90241
 (562)674-3076
info@northstarlandcare.com

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North Star Landscape

STATEMENT OF QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree & landscape maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2022
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- DBA under North Star Landscape
- 7 Municipal contracts
- \$1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- Irrigation Technicians on Staff
- California State Licensed Pest Control Applicator
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 25 Modern Vehicles in Fleet
- North Star has never in its history been disqualified or have entered any type of litigations with any government agency
- North Star has the experience to perform work assigned by the city of Baldwin Park in a timely manner and within allocated budget



North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

North Star prides itself in building relationships not only with the City but also with the communities we work in. Part of our Community Benefits participation will include joining the Los Alamitos Chamber of Commerce. As a member of the chamber we will merge with local non-profits and donate up to 2.5% of the yearly contract amount.



North Star Landscape

LICENSING

North Star is a licensed contractor in the State of California (state License # 1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



1034669

CORP

NORTH STAR LAND CARE

C27 C61/D49

01/31/2022

www.csib.ca.gov



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
NORTH STAR LAND CARE
Legal Entity Type
Corporation
Status
Active
Registration Number
1000056611
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address
10831 Downey Ave. Downey 90241 CA United States of America
Trade Name/DBA
NorthStar Landscaping



North Star Landscape

STAFFING

North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees.

Below are brief backgrounds on North Star's management team and key team members. At this time, we do not intend to contract any sub-contractors or contractors for additional services. North Star has the in-house capability to handle day to day operations and any issues arising from industry related occurrences. We are currently members of the International Society of Arboriculture (ISA).

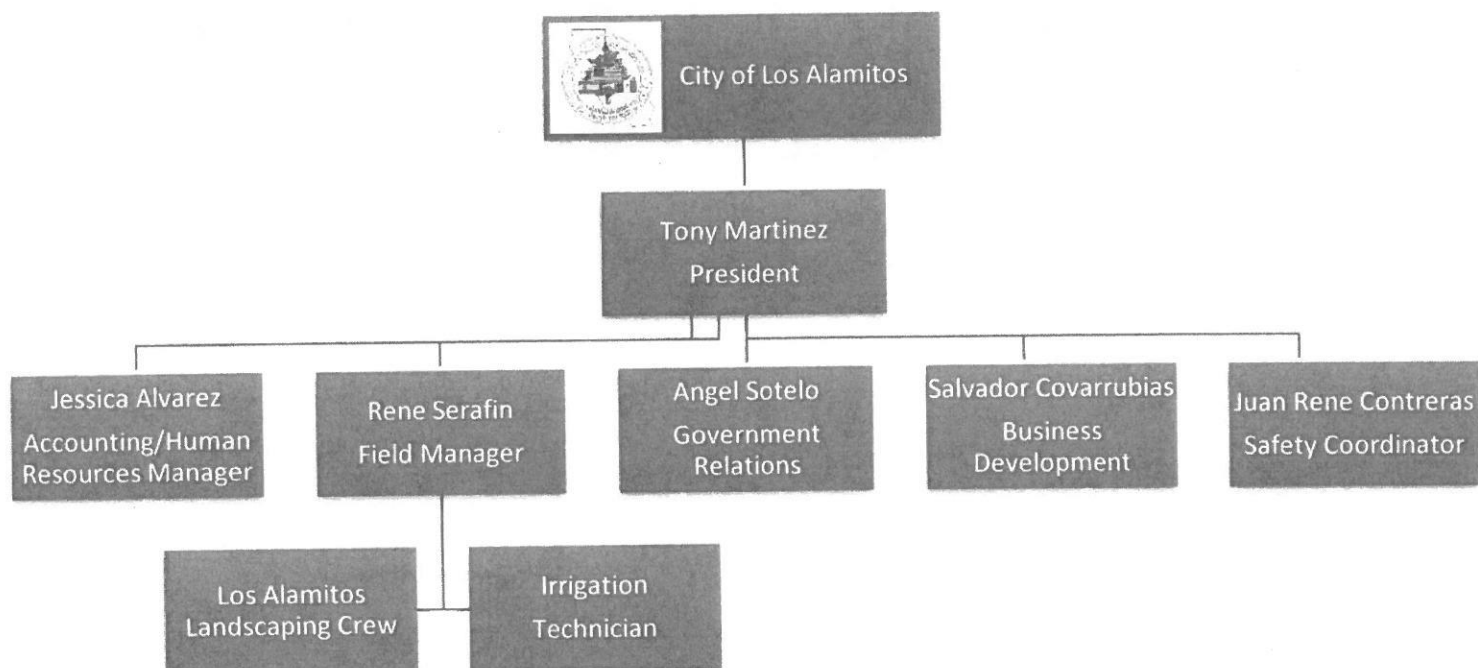
North Star Members Assigned to Los Alamitos Team:

Jose A. Martinez – Project Manager

Rene G. Serafin – Field Supervisor

Raul Hernandez – Irrigation Technician

Jessica Alvarez – Account Manager



North Star's Executive Team

Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel J. Sotelo, VP Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in maintaining public agency relationship through community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the city to North Star in order to best serve the community.

Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.



Salvador Covarrubias- Business Development Manager

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Rene G. Serafin- Field Manager

Rene Serafin has twenty five years of landscape management experience where he has hands on experience working safely with landscaping equipment, landscaping spaces, and has over fifteen years managing landscaping personnel, where his proven style of on field training has had positive results with our clients. Rene ensures all work is completed by deadlines and to expectation and is authorized to act on behalf of North Star.

Juan R. Contreras- Safety Coordinator, CAL OSHA Certified

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.

Raul Hernandez-Irrigation Technician

Raul has 15 plus years' experience in the Landscaping Maintenance Industry. Raul will be the North Star worker in charge of all irrigation needs that are needed for the city.

Juan Saavedra, Pest Control Applicator

20 Years Industry Experience

Miguel Galvez, Mechanic

15 Years Industry Experience

Christian Serafin, Field Assistant Supervisor

5 years Industry Experience

Mario Jimenez, Inventory Specialist

5 Years Industry Experience



PERFORMANCE OF WORK

1. Daily – Weekly Supervision:

- a. Report to City representative on a daily basis or as resulted by City staff.
- b. Supervise landscaping services crew to maintain locations.
- c. Supervise traffic control.
- d. Report any damages or injuries within one hour of occurrence.
- e. Respond to any personnel complaints or questions concerning project.
- f. Final inspection of landscape work to insure proper clean-up on daily basis.
- g. Maintain daily records of hours worked by each employee and work completed.
- h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. The frequency can be coordinated with City staff as required

2. Work Schedule:

- a. Staff will start the landscaping within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
- b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any work in the City or as directed by the City representative and Grounds Supervisor.
- c. Multiple job sites will be worked at a time unless one site requires the entire assigned crew.
- d. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. The schedule will be modified, as necessary, during the course of the contract, based on City's needs.

3. Landscape Work Performed:

- a. Will be according to the landscaping best practices.
- b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
- c. Hazardous Condition Notifications: Staff will report to the Foreman/Grounds Supervisor of any defects or hazardous within an hour of notice.
- d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
- e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- f. Staff will exercise precaution as necessary when working adjacent to utilities.
- g. Sprinkler repair will be made immediately. Most North Star trucks are equipped to handle most sprinkler repairs as they occur.



4. Wildlife Protection Plan:

- a. North Star offers full service Trim Care. Therefore, North Star has an established Wildlife Protection Plan.
- b. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any landscape work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
- c. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

5. Hours of work in City:

- a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
- b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed as applicable.
- c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. Emergency – On Call Work

- a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
- b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text, or email.
- c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers and or pagers.

7. Clean-Up & BMP

- a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
- c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
- d. Staff shall fully adhere to the City's BMP practices.
- e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
- f. Staff will adhere to Federal, State, and local requirements for BMPs.

8. Compliance with Laws and Regulations:

- a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal,



County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

- a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
- b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
- c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Photographs:

- a. North Star will supply the City representative photographs as resulted.
- b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

11. Disposal of Materials:

- a. All debris produced as a result of North Star's operations will be reduced reused, recycled, and/or transformed.
- b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reuse per AB 939.
- c. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

12. Public Safety/ Traffic Control:

- a. North Star shall furnish, erect, and maintain such lights, barricades, bridges, and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
- b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
- c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
- d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.



- e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscaping operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
- f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
- g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
- h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

13. Customer Service:

- a. In the forefront of providing great customer we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs who bring all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently
- b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.

14. Training

- a. When hired at North Star, our employees go through orientation where they will become aware of dangers that may arise on the job site as well as be given a description and their duties assigned to their role.
- b. In the first 2 week, employees will have on field training where a field manager will be assisting them in learning day to day operations.
- c. Twice a year North Star sends out employees to develop more specialty training from CPR training, Aerial Rescues, and Traffic Control.
- d. Weekly, our Safety Coordinator presents a tail gate meeting where we cover safety topics for our North Star workers to be reminded that do our daily work in the safest manner.



Financial Statement

North Star is prepared to produce these confidential financial documents upon request.

Credit References

Name:	Ford Credit
Contact Information	1(800) 727-7000 P.O. Box 552679 Detroit, MI 48255

Name:	RDO
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	TD Auto Finance
Contact Information	1(800) 556-8172 P.O. Box 9223 Farmington Hills, MI 48333

Name:	Vermeer
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	De Lage Landen Financial Services Inc.
Contact Information	1(800) 736-0220 1111 Old Eagle School Road Wayne, PA 19087



Equipment

Motor Vechiles/Equipment

- 10 Pick Up Trucks
- 1 Roll-off Truck
- 3 40 yard Containers
- 2 Arrow boards
- 1 One-ton Dump Truck
- 2 Small Trailers
- 3 25 yard Dump Trucks
- 2 Utility Vechiles

Landscaping Equipment/ Pruning Equipment/ Tools/ Safety Equipment:

- 5 Hedge trimmers- extensions
- 6 Lawn edgers- extensions
- 6 Lawn Mowers
- 3 Exmark Lazer z lawn mowers
- 8 Leaf Blowers
- 12 String Trimmers
- 5 Weed Killer Applicators
- 40 28" Safety cones
- Misc. Safety Equipment (Traffic and Pedestrian Signs)- Gloves, Safety Glasses, Hard Hats, Ear Plugs, Safety Vests, Stop & SLow Hand Signs and Safety Flags

North Star has more than enough equipment and resources to fulfill our contract obligations with the city of Baldwin Park in a very professional manner. In the event more equipment is needed for this project, we will get it from our maintenance facility. We have a major inventory of equipment as mentioned above to fulfill all our other contractual agreements with our other City Clients.



North Star Landscape Uniforms



North Star Landscape

Work History

The following are Four (4) projects similar to this project:

City of Huntington Park

- Landscape Maintenance Services currently under contract for \$277,515 per year. The contract was acquired in 2019. The contract entails us to provide all grounds / landscape maintenance at city parks and listed public facilities, including, but not limited to pruning, trimming, shaping, and training of shrubs and groundcover plants, removing and controlling weeds, controlling plant diseases and pests, mowing lawn, edging lawn and groundcovers, irrigating plant materials, maintaining and repairing irrigation systems, removing trash and debris.
- Daniel Hernandez, Director of Public Works (323)395-1480
- Currently under contract.

City of Montebello

- Landscape Maintenance Services currently not under contract but was contracted for \$140,000 per year. The contract was acquired in 2018. The contract entailed maintenance of all exterior landscaping including, city parks, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots.
- David Sosnowski, Director of Recreation & Community Services (323)887-1200
- Currently not under contract.

City of Maywood

- Landscape Maintenance Services currently under contract for \$117,600 per year. The contract was acquired in 2019. The contract entails maintenance of all exterior landscaping including, city parks, lawn areas, planters, flower beds, irrigation systems, removing trash and debris.
- Abel Hernandez, Public Works Coordinator (323)562-5700
- Currently under contract.

Los Angeles County Habitat Authority

- Landscape Maintenance Services currently under contract for \$55,000. The contract was acquired in 2018. The contract entails removal of weeds, removal of all dead limbs, dead brush and other dead vegetation, removal of rubbish and trash, and trimming of trees so that low hanging limbs do not allow fire transfer from ground fuels to the tree.
- Andrea Gullo, Executive Director (562)945-9003
- Currently under contract.



**Puente Hills
Habitat Preservation Authority**
Endowment Provided by the Puente Hills Landfill



North Star Landscape

References

Reference #1

Name:	Daniel Hernandez
Organization:	City of Huntington Park
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 395-1480 6900 Bissell St. Huntington Park, CA 90255
Date of Services	01/2019 to Present

Reference #2

Name:	David Sosnowski
Organization:	City of Montebello
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 887-1200 1600 W Beverly Blvd. Montebello, CA 90640
Date of Services	05/2018 to 09/2020

Reference #3

Name:	Abel Hernandez
Organization:	City of Maywood
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 562-5700 4319 Slauson Ave. Maywood, CA 90270
Date of Services	06/2019 to Present

Reference #4

Name:	Alvaro Encarnacion
Organization:	City of Huntington Park
Type of Service	Citywide Tree Maintenance
Contact Information	(323) 353-7504 6900 Bissell St. Huntington Park, CA 90255
Date of Services	05/2018 to Present

Reference #5

Name:	Andrea Gullo
Organization:	Los Angeles County Habitat Authority
Type of Service	Weed Abatement
Contact Information	(562) 945-9003 7702 Washington Ave Suite C Whittier, CA 90602
Date of Services	05/2018 to Present





Public Works Department

August 29, 2019

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide a letter of recommendation for North Star Landcare. North Star has provide excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Star's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel Hernandez".

Daniel Hernandez,
Director of Public Works





August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

Abel Hernandez
Public Works Coordinator
City of Maywood



North Star Landscape

Insurance

		NORTSTA-01 RSMITH DATE (MM/DD/YYYY) 4/30/2020					
CERTIFICATE OF LIABILITY INSURANCE							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER TOR Insurance Services, Inc. 1510 W. Whittier Blvd #94 La Habra, CA 90631	CONTACT NAME: Jose Laris PHONE: _____ FAX: _____ (A/C No. Ext.) (A/C No.) E-MAIL: jose@torinsurance.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: Argonaut Great Central Insurance Company 19801 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____						
INSURED: NORTH STAR LAND CARE & North Star Landscape 10831 Downey Avenue Downey, CA 90241							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ EACH OCCUR ☐ LOC ☐ OTHER			LAN2901417-00	3/6/2020	3/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES - EACH OCCURRENCE \$ 100,000 MED EXP. ANY ONE PERSON \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMB. OF AGG \$ 2,000,000 ARBORISTS ERROR \$ 1,000,000 COMBINED SINGLE LIMIT - EA ACCIDENT \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NONOWNED AUTOS ONLY			LAN2901417-00	3/6/2020	3/6/2021	BODILY INJURY - Per person \$ BODILY INJURY - Per accident \$ PROPERTY DAMAGE - Per person \$ PROPERTY DAMAGE - Per accident \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATE \$ COUNTRY \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATE \$ COUNTRY \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR FELLOW MEMBER EXCLUDED? (Indicate Y or N) YES DESCRIBE UNDER DESCRIPTION OF OPERATIONS HERE						EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Insureds File Copy				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:			
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			



Proposal Schedule

SECTION C PROPOSAL SCHEDULE

PARK & LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL (RFP) 2020-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SITE	LOCATION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Katella median islands	East of the 605 freeway to Walker Street	13,390	LF	\$ 0.45	\$ 6,025.50
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	9,088	LF	\$ 0.45	\$ 4,089.60
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive	1,847	LF	\$ 0.12	\$ 221.64
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	420	LF	\$ 0.45	\$ 189.00
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	417	LF	\$ 0.45	\$ 187.65
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF	\$ 0.12	\$ 7,092.00
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF	\$ 0.12	\$ 748.80
Katella Avenue	south side (605 to Polly Pies)	52,272	SF	\$ 0.12	\$ 6,272.64
Farquhar Avenue	south side	8,712	SF	\$ 0.12	\$ 1,045.44
Sterns Park	3871 Farquhar Avenue	4,356	SF	\$ 0.12	\$ 522.72
Soroptimist Park	10822 Pine Street	3,920	SF	\$ 0.12	\$ 470.40
Stansbury Park	3711 Toland Avenue	21,780	SF	\$ 0.12	\$ 2,613.60
Laubordette Park	4401 Howard Avenue	8,712	SF	\$ 0.12	\$ 1,045.44
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF	\$ 0.12	\$ 28,226.88
Orville Lewis Park	3662 Kempton Drive	47,916	SF	\$ 0.12	\$ 5,749.92
Laurel Park	10915 Bloomfield Street	139,392	SF	\$ 0.12	\$ 16,727.04
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF	\$ 0.12	\$ 364.68
City Hall Complex (to include Roberts Park)	3191 Katella Avenue	26,136	SF	\$ 0.12	\$ 3,136.32

Request For Proposal 2020-05
Park & Landscape Maintenance Services 2020
City of Los Alamitos
27 | Page

Page 18



North Star Landscape

City of Los Alamitos – Park & Landscape Maintenance ServicesDecember 17, 2020

rear of Community Center)					
Ticonderoga Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Cafe)	873	LF	\$ 0.12	\$ 104.76
Oak Bike Path	Oak Street to Coyote Creek Park	1,016	LF	\$ 0.12	\$ 121.92

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

Proposal Schedule Total: \$ 84,955.95

Proposal Schedule Total (in word): Eighty-Four Thousand Nine Hundred
Fifty-Five Dollars And Ninety-Five Cents

North Star Landscape
 Company Name of Proposer

December 17, 2020
 Date

Request For Proposal 2020-05
 Park & Landscape Maintenance Services 2020
 City of Los Alamitos
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North Star Landscape

**AMENDMENT No. 1 TO CITYWIDE LANDSCAPING SERVICES
AGREEMENT**
North Star Land Care

This Amendment No. 1 to Landscape Maintenance Services Agreement (“Amendment”) is made and entered into on this 15th day of August, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and, North Star Land Care (“Contractor”). City and Contractor are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement to provide landscape maintenance services for City Parkways, medians, landscape areas and parks services on January 19, 2021 (“Agreement”), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to include additional monthly landscape maintenance services, subject to the terms and provisions of this Amendment.

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

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16, 2020, attached hereto as Exhibit “A”, and as supplemented by Attachment “1” to Exhibit “A” (“Scope of Services” and/ or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.”

2. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Nine Thousand Five Hundred Five Dollars and Sixty-Six Cents (\$ 9,505.66) monthly. The maximum amount of City' s payment obligation under this Agreement is the amount specified in this section”

3. Attachment “1” to this Amendment is hereby appended to and made a part of Exhibit “A” (Proposal/Scope of Services) to the Agreement.

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

5. The persons executing this Amendment on behalf of the Parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said Parties and that by so executing the Parties are formally bound to the provisions of this Amendment.

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

SIGNATURES ON THE FOLLOWING PAGE

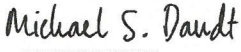
“City”

City of Los Alamitos

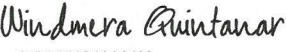
DocuSigned by:
By: 
AF57F110E7A146D... 8/23/2022
Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: 
D2A022E0E4DF418... 8/23/2022
Michael S. Daudt
City Attorney

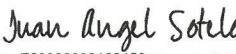
ATTEST:

DocuSigned by:
By: 
54BCC26B4CA8409... 8/23/2022
Windmera Quintanar, MMC
City Clerk

“Contractor”

North Star Land Care

DocuSigned by:
By: 
9631334493D04A8... 8/23/2022
Jose A. Martinez
President
tony@northstarlandcare.com

DocuSigned by:
By: 
E92623933168456... 8/20/2022
Juan Angel Sotelo
CFO
juan@northstarlandcare.com

Attachment 1

North Star Land Care Estimate 1011-121

North Star Land Care

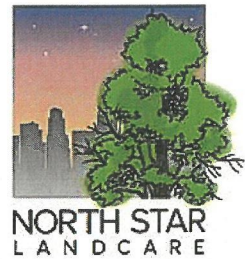
10831 Downey Ave

Downey, CA 90241

(562)674-3076

accounts@northstarlandcare.com

www.northstarlandcare.com

**ADDRESS**

City of Los Alamitos

3191 Katella Avenue

Los Alamitos, CA 90720

USA

Estimate 1011-121**DATE 06/21/2022****SALES REP**

R.S.

NORTH STAR

Landscape

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services	1	2,426.00	2,426.00
	Additional			
	Monthly			
	Landscape			
	Maintenance			
	Services for			
	the City of Los			
	Alamitos			

2 Man Crew
16 Man Hours Weekly

TOTAL	\$2,426.00
--------------	-------------------

Accepted By

Accepted Date

**AMENDMENT NO. 2 TO LANDSCAPE MAINTENANCE SERVICES
AGREEMENT**
North Star Land Care

This Amendment No. 2 to Landscape Maintenance Services Agreement (“Amendment”) is made and entered into on this 14th day of November, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and, North Star Land Care (“Contractor”). City and Contractor are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement to provide landscape maintenance services for City parkways, medians, landscape areas and parks services on January 19, 2021 (“Original Agreement”), which is incorporated herein by this reference.

B. City and Contractor entered into that certain Amendment No. 1 to Citywide Landscaping Services Agreement to include additional monthly landscape maintenance services on August 15, 2022 (:Amendment No. 1”), which is incorporated herein by this reference.

C. The Original Agreement as amended by Amendment No. 1 is referred to herein as the “Agreement.”

D. The Agreement will expire on January 19, 2023, unless extended by mutual written agreement of the Parties. The Agreement may be extended for up to two additional one (1) year terms through January 19, 2025.

E. City and Contractor desire to amend the Agreement to exercise the first of two possible one-year contract extensions, through January 19, 2024, subject to the terms and provisions of this Amendment.

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

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years, ending on January 19, 2024. Upon written agreement of the Parties, the Agreement may be extended for up to one additional one (1) year term through January 19, 2025.

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

3. The persons executing this Amendment on behalf of the Parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said Parties and that by so executing the Parties are formally bound to the provisions of this Amendment.

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

SIGNATURES ON THE FOLLOWING PAGE

“City”

City of Los Alamitos

By:  DocuSigned by: 9F361E66C80C4A2...
Tanya Doby 3/24/2023
Mayor

APPROVED AS TO FORM.

ATTEST:

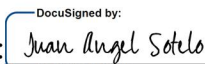
Woodruff, Spradlin & Smart, APC

By:  DocuSigned by: D2A022E0E40F418...
Michael S. Daudt 3/23/2023
City Attorney

By:  DocuSigned by: 54BCC26B4CA8409...
Windmera Quintanar, MMC 3/24/2023
City Clerk

“Contractor”

North Star Land Care
By:  DocuSigned by: 9631334493D04A8...
Jose A. Martinez 3/23/2023
President
tony@northstarlandcare.com

By:  DocuSigned by: E02823933168456...
Juan Angel Sotelo 3/22/2023
CFO
juan@northstarlandcare.com

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 11N

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 10 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement

SUMMARY

This item seeks approval of Amendment No. 10 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until November 20, 2024. The current Professional Services Agreement (PSA) expires on December 31, 2023.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 10 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring on November 24, 2024.

BACKGROUND

Bus shelters are an amenity provided at transit stops, providing cover from sun or weather, seating, and information about the transit system. The City currently has 19 bus shelter locations operated and maintained by the current contractor, Clear Channel Outdoor Inc. The availability of bus shelters with ad boxes within City limits, provides the capability to market City events, display public service announcements and other information provided by City partners.

Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2006.

Pursuant to the Agreement, Clear Channel purchased and installed 19 new bus shelters at no cost to the City. Clear Channel solicits advertising for the shelters and allow the City a limited use of advertisement space at no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional.

DISCUSSION

In August 2021, staff issued RFP 2021-09 for the solicitation of bids from qualified contractors to construct and install new shelters, provide routine maintenance of all bus shelter locations, and operation of all related-lease advertising, at no cost to the City. In addition, the RFP sought an annual payment to the City for a net percentage of advertising revenue. As

proposed, the released RFP prescribed direction to remove and install new shelters at the existing locations, with a potential of seven new shelters.

At the conclusion of bid opening on September 2, 2021, the City received no bid responses. While neighboring cities such as Seal Beach and Cypress currently hold contracts with similar specifications and a greater asking in annual payment than sought in this RFP, there are a couple elements that may have influenced the lack of response for this RFP – this includes the current climate as a result of the COVID-19 pandemic.

Despite being further out from the COVID-19 pandemic, the bus shelter advertising industry continues to see severe impacts on operations and opportunities to conduct business. Due to this continued impact, there is a need for additional time to consider alternative options that will provide a greater viability of the program's success.

In an effort to provide additional time to consider all options and to ensure continuity of services, staff seeks approval to extend the Agreement for an additional twelve (12) months. Proposed Amendment No. 10 would provide staff time to assess the item further, and bring back options at a future meeting for Council to consider.

FISCAL IMPACT

There is no fiscal impact for this service, as services are provided to the City at no cost under the terms of the agreement.

- Attachment:
1. Amendment No. 10 - Clear Channel Outdoor, Inc (2023)
 2. Clear Channel Outdoor, Inc (2006)
 3. Amendment 2 - Clear Channel Outdoor, Inc (2017)
 4. Amendment 3 - Clear Channel Outdoor, Inc (2018)
 5. Amendment 4 - Clear Channel Outdoor, Inc (2019)
 6. Amendment 5 - Clear Channel Outdoor, Inc (2020)
 7. Amendment 6 - Clear Channel Outdoor, Inc (2021)
 8. Amendment 7 - Clear Channel Outdoor, LLC (2021)
 9. Amendment 8 - Clear Channel Outdoor, LLC (2022)
 10. Amendment 9 - Clear Channel Outdoor, LLC (2023)

**AMENDMENT No. 10 TO BUS SHELTER LICENSE AND
MAINTENANCE AGREEMENT**
Clear Channel Outdoor, LLC.

This Amendment No. 10 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 20th day of November, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 9, each of which are incorporated herein by this reference, the Agreement will expire on December 31, 2023 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is secured, City and Contractor desire to extend the term of the Agreement until November 20, 2024, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until November 20, 2024, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. Except as expressly modified above, all terms and conditions of the Agreement

shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: _____
Tanya Doby
Mayor

APPROVED AS TO FORM

Woodruff & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

By: _____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.**

1. PARTIES AND DATES.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superseded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars (\$25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars (\$100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollars (\$200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars (\$50) per shelter, per day for normal violations; Three hundred fifty dollars (\$350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar,

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Self-Insurance Retentions. Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborage Way
Los Angeles, CA 90501

CITY:

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

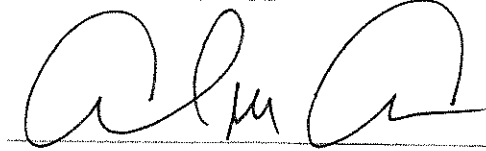
3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

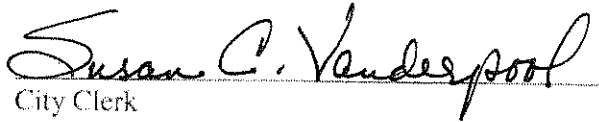
CITY OF LOS ALAMITOS

By:



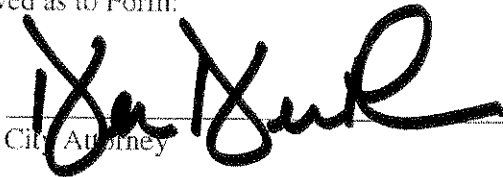
Mayor

Attest:



City Clerk

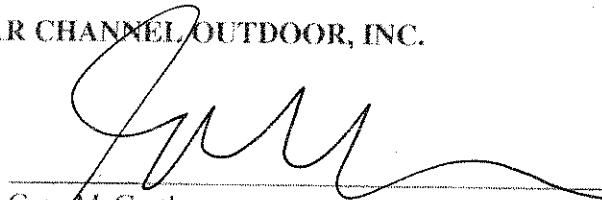
Approved as to Form:



City Attorney

CLEAR CHANNEL OUTDOOR, INC.

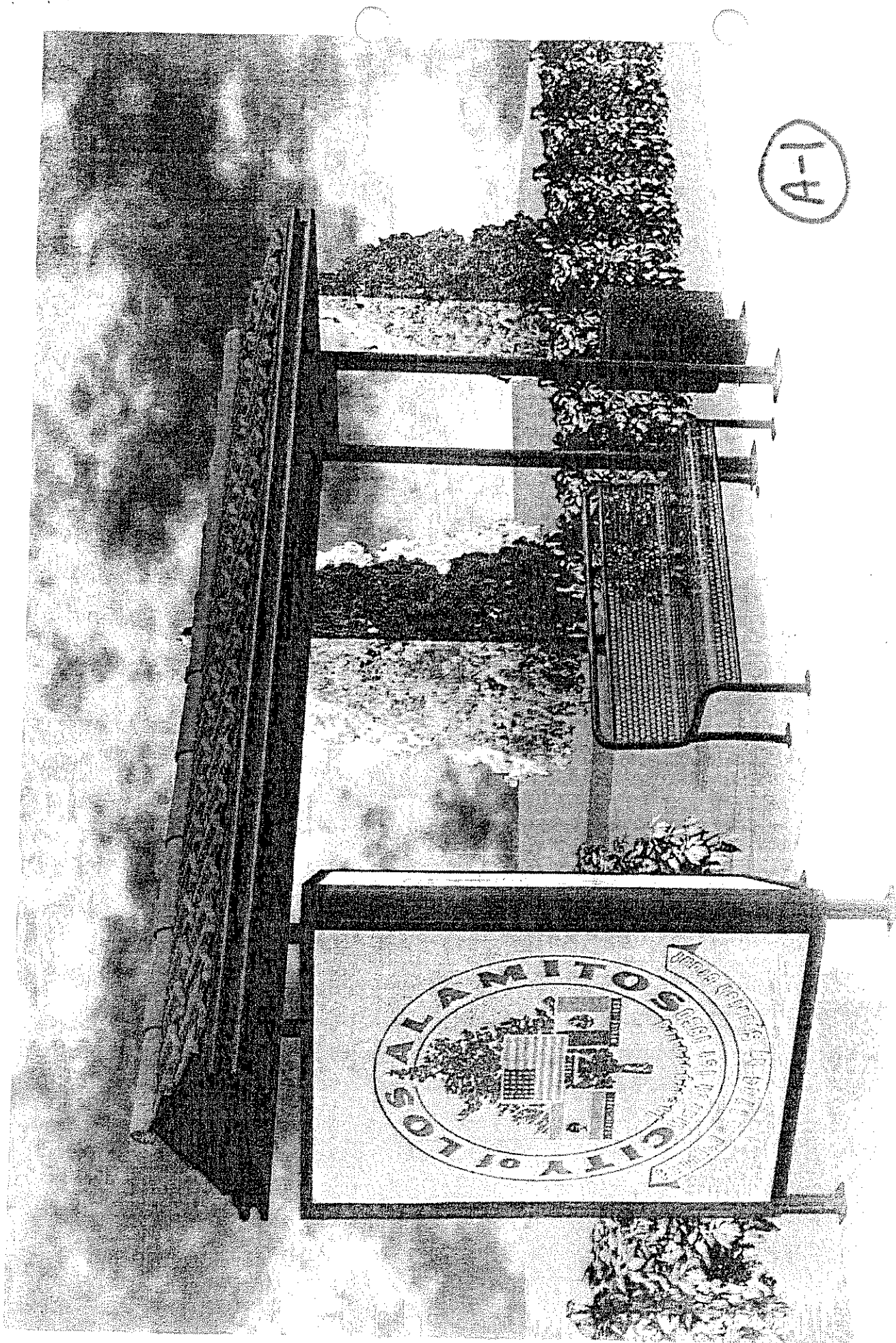
By:

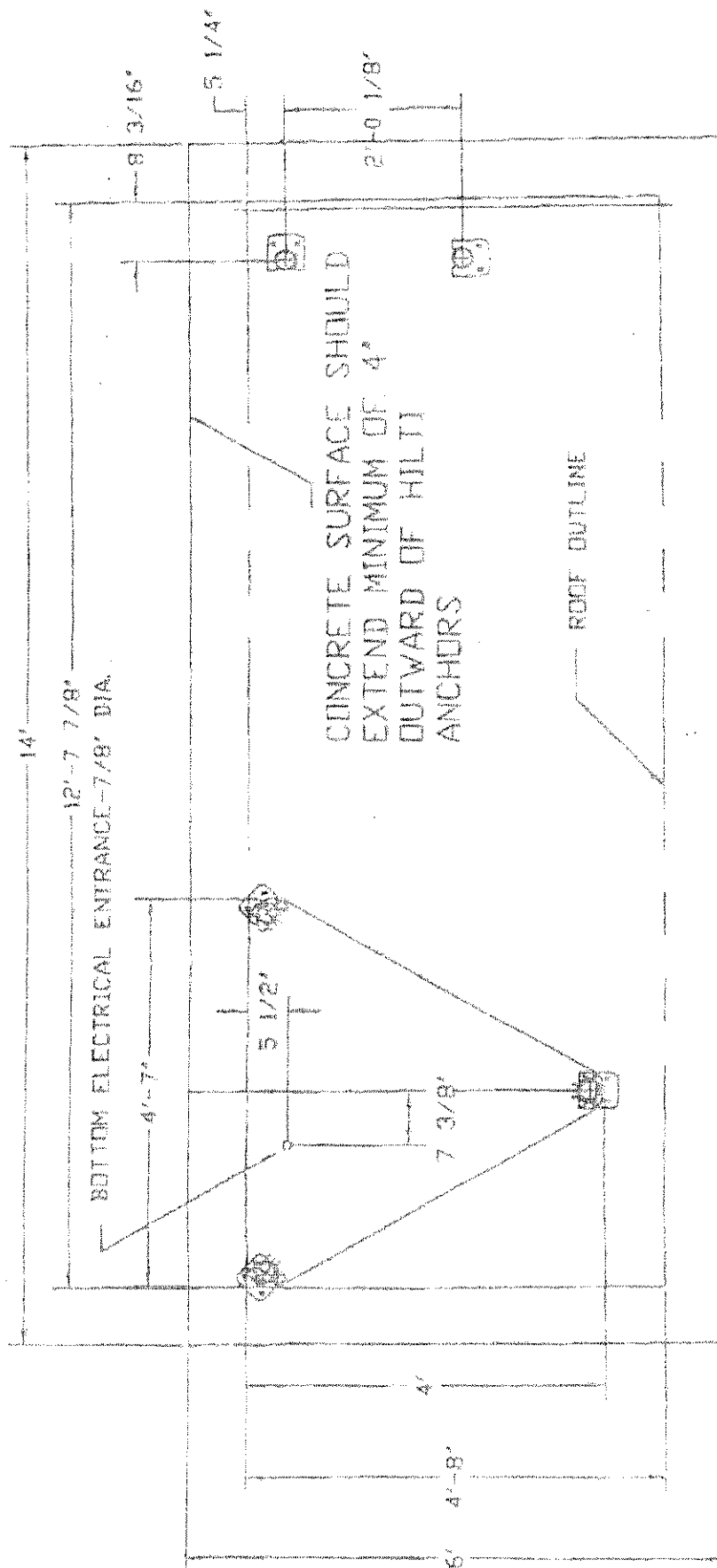


Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

**[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**





12' - 7 7/8" BOTTOM ELECTRICAL ENTRANCE - 7/8" DIA.

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10

CONCRETE SURFACE SHOULD
EXTEND MINIMUM OF 4"
OUTWARD OF HILL
ANCHORS

00
00
00
00

1. What is the purpose of the study?
 2. What are the research questions?
 3. What is the significance of the study?
 4. What are the limitations of the study?
 5. What are the conclusions of the study?
 6. What are the implications of the study?
 7. What are the future research directions?
 8. What are the key findings of the study?
 9. What are the strengths of the study?
 10. What are the weaknesses of the study?

CONCRETE SLAB 6" THICK
 PER LOCAL SIDEWALK SPECIFICATIONS

FRONT FACING STREET

13, SHELTER #48 "AD BDX"

On the other hand, the results of the present study suggest that the use of a single, non-validated questionnaire may not be sufficient to capture the full range of factors influencing the use of mobile health technologies. The use of multiple, validated questionnaires, such as the Health Belief Scale, the Health Action Scale, and the Health Communication Scale, may provide a more comprehensive understanding of the factors influencing the use of mobile health technologies.

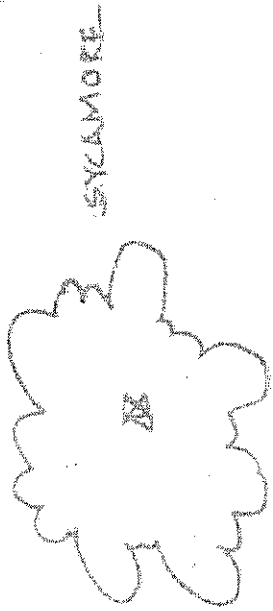
EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

**[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

BUS SHELTER LOCATIONS

LOCATION		DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallingsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box

B-1



$\frac{1}{4}'' = 1'$
N

LAWN

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

NO. 1.

SB KATELLA AVE. OPP. CIVIC CENTER PK.

BUS STOP

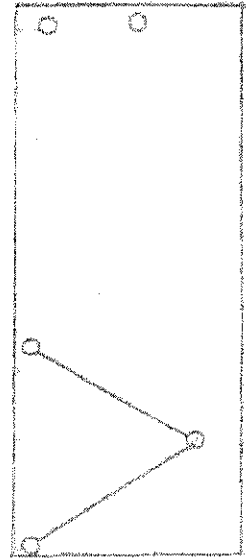
B-2

FISH CO. PARKING LOT

1/2"

1/4" = 1'

LAWN



SIDEWALK

WATER METER

LIGHT POLE

13' SHELTER W/48" AD BOX

CURB

BUS STOP

SR LOS ANGELES BLVD. VS KATELLA

NO. 2

B-3

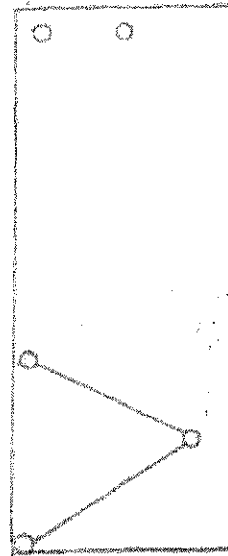
1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

VALVE BOX



CURB

13' SHELTER W/48" AD BOX

B-4

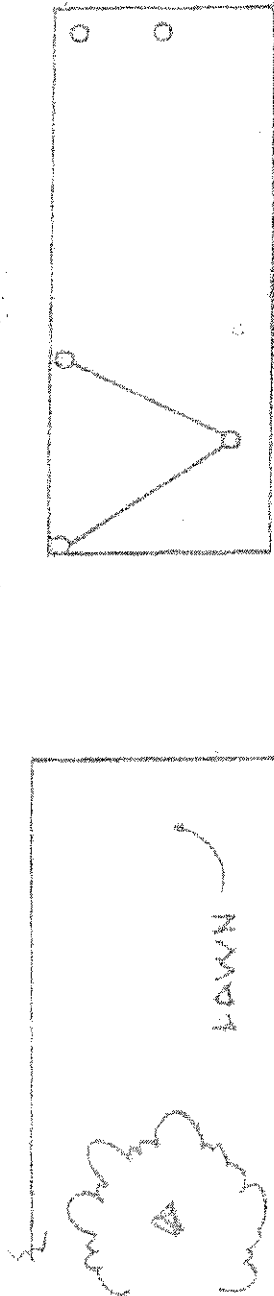
BUS STOP SE LOS ALAMITOS OPP. FARQUHAR NO. 3.

7

K' = 1'

BRICK WALL

SIDEWALK



CRAPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

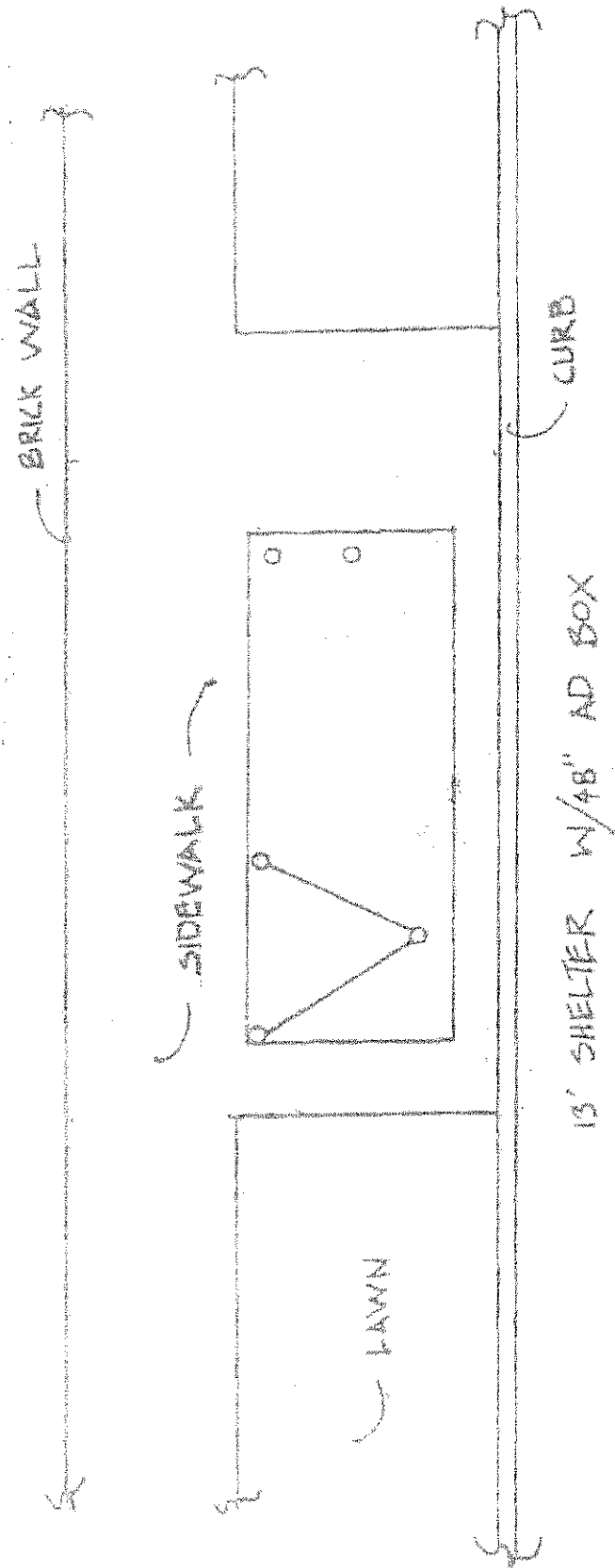
BUS STOP

SB LOS ALAMITOS FS ORANGEWOOD

NO. 4

B-5
20

$\frac{1}{4}'' = 1'$



B-6 BUS STOP SB LOS ALAMITOS FS ROSSMOOR NO. 5.



$Y_{10} = 1'$

BRICK WALL

SIDEWALK

UTILITIES

CAPE MYRTLE

LAWN

13' SHELTER W/48" AD BOX

CURB

6-7

BUS STOP

NB LOS ALAMITOS FS BRADBURY

NO. 6.

THE UNIVERSITY OF CALIFORNIA
LIBRARY

1/2" = 1'

BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

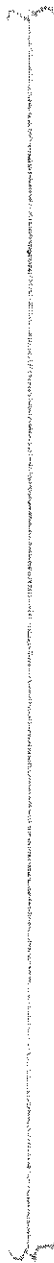
NO 7.

NB LOS ALAMITOS FS ROSSMOOR WAY

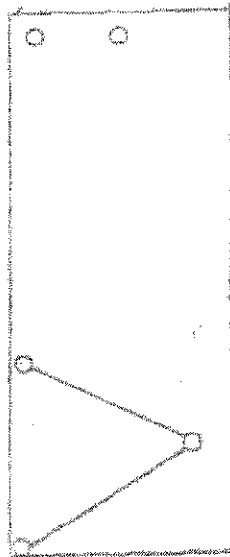
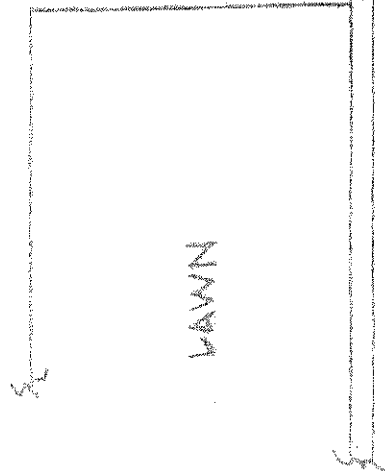
BILLS STOP

8-23-8

1/2" = 1'



SIDEWALK



13' SHELTER W/ 13' AD BOX

CURB

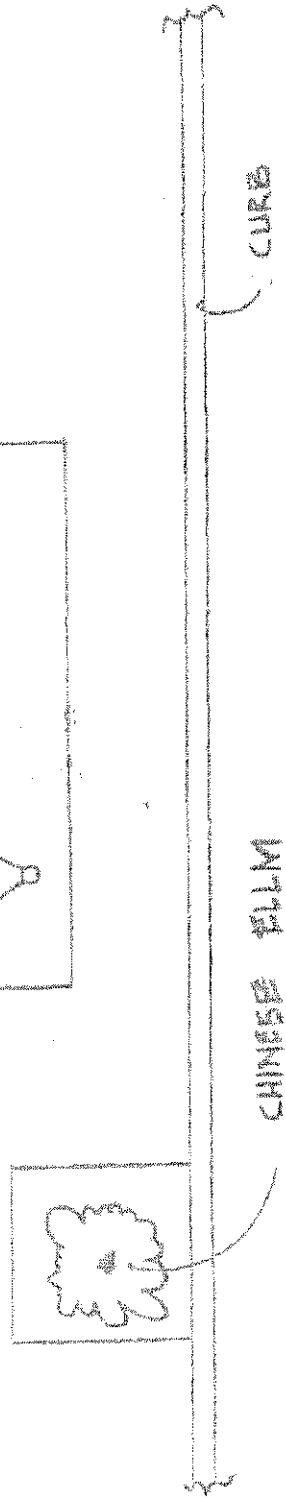
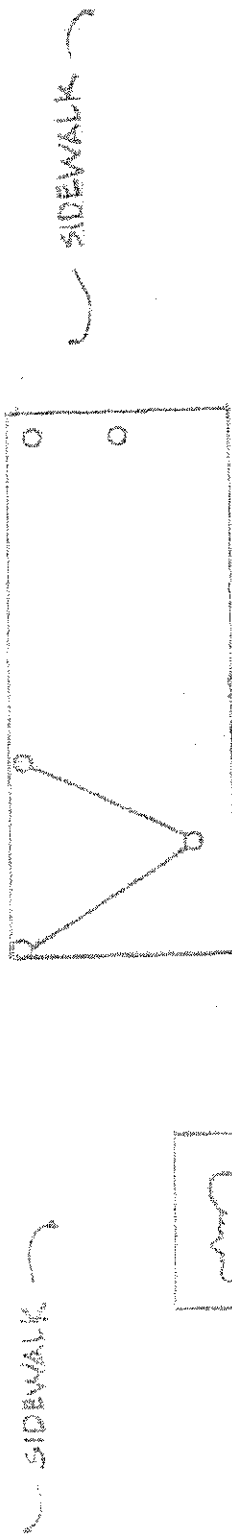
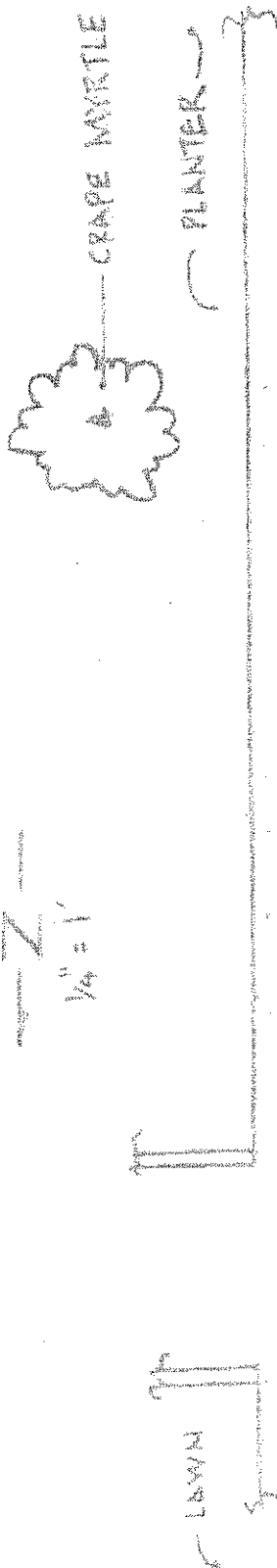
200-9

BLISS STOP

NB LOS ALAMITOS FS ORANGEWOOD

NO. 8.

1/4" = 1'

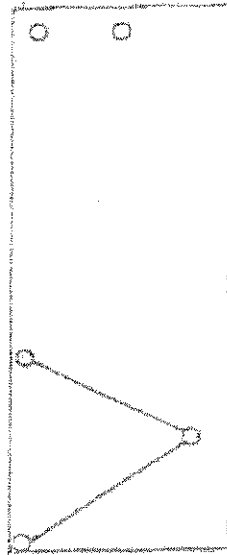
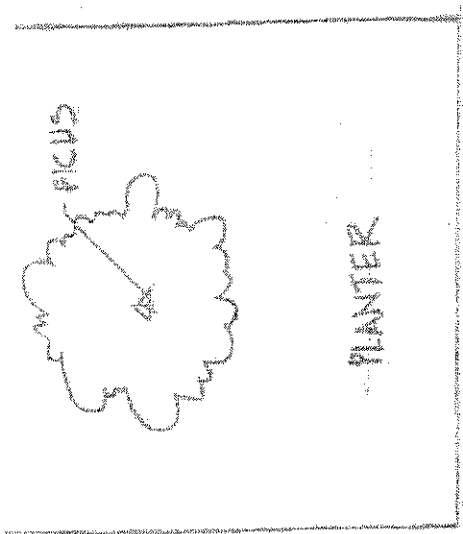
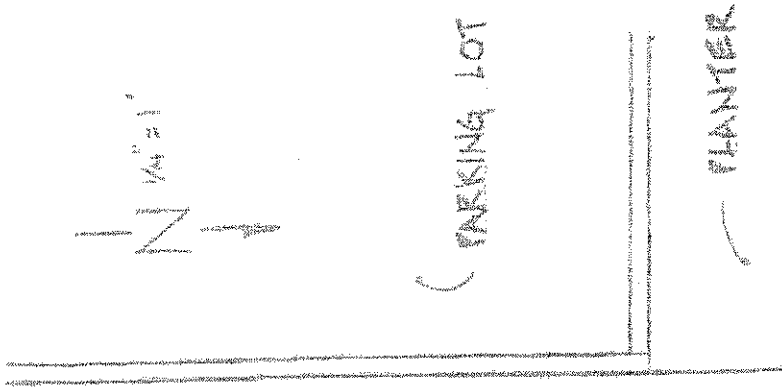


13' SHELTER W/48" AD BOX

B-10

BIG STOP NO. 9.

NB LOS ALAMITOS IS FARGUWAY



SIDEWALK

13' SHELTER W/48" AD BOX

20
B-111

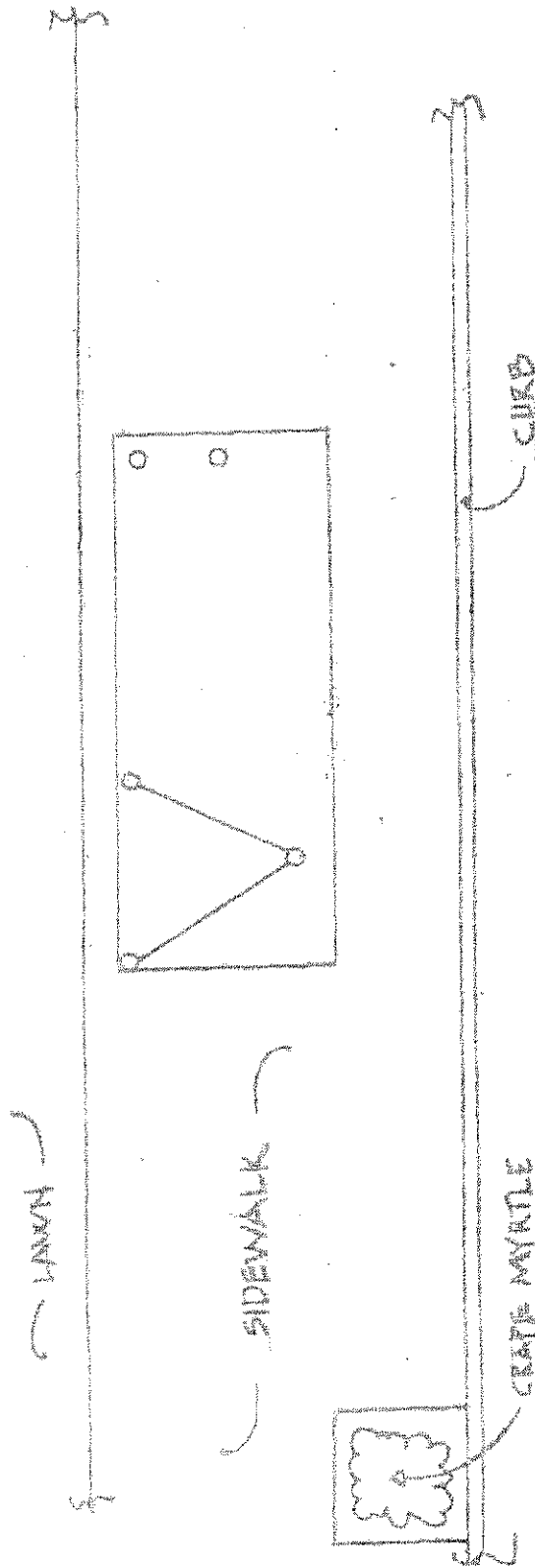
BILLS STOP

SA KATELLA & NDEL

NO. 10

1 N 1/4 = 1"

SYCAMORE



13' SHELTER W/ 48" AD BOX

(B-12)

B-12 STOP

WE KATELLA IS PORTAL

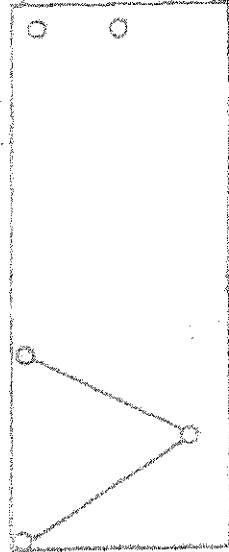
NO. 12. 11

1/4" = 1'

1/4" = 1'

3

LAWN



SIDEWALK

3

CURB

13' SHELTER W/18" AD BOX

B-13

BUS STOP

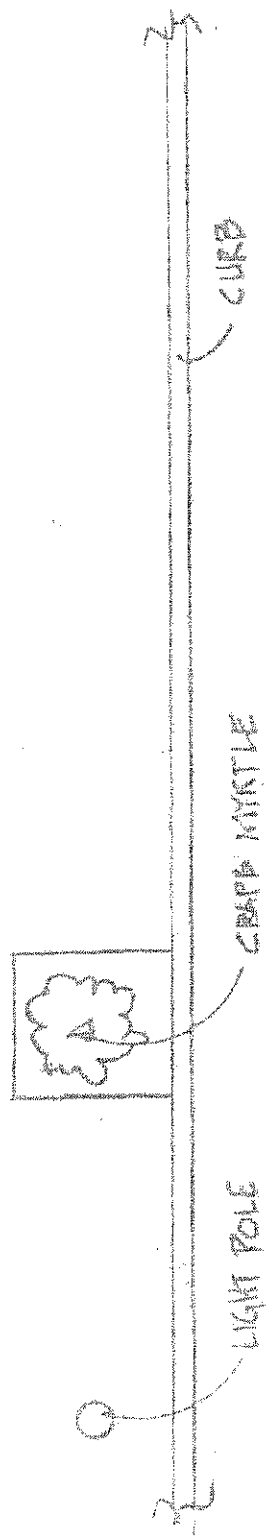
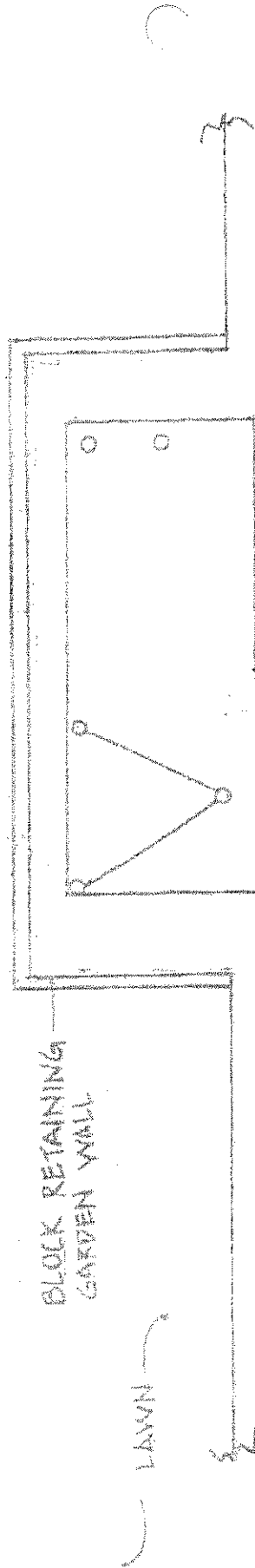
NB LOS ALMITOS

ES KATELLA

NO. 12



1/4" = 1'



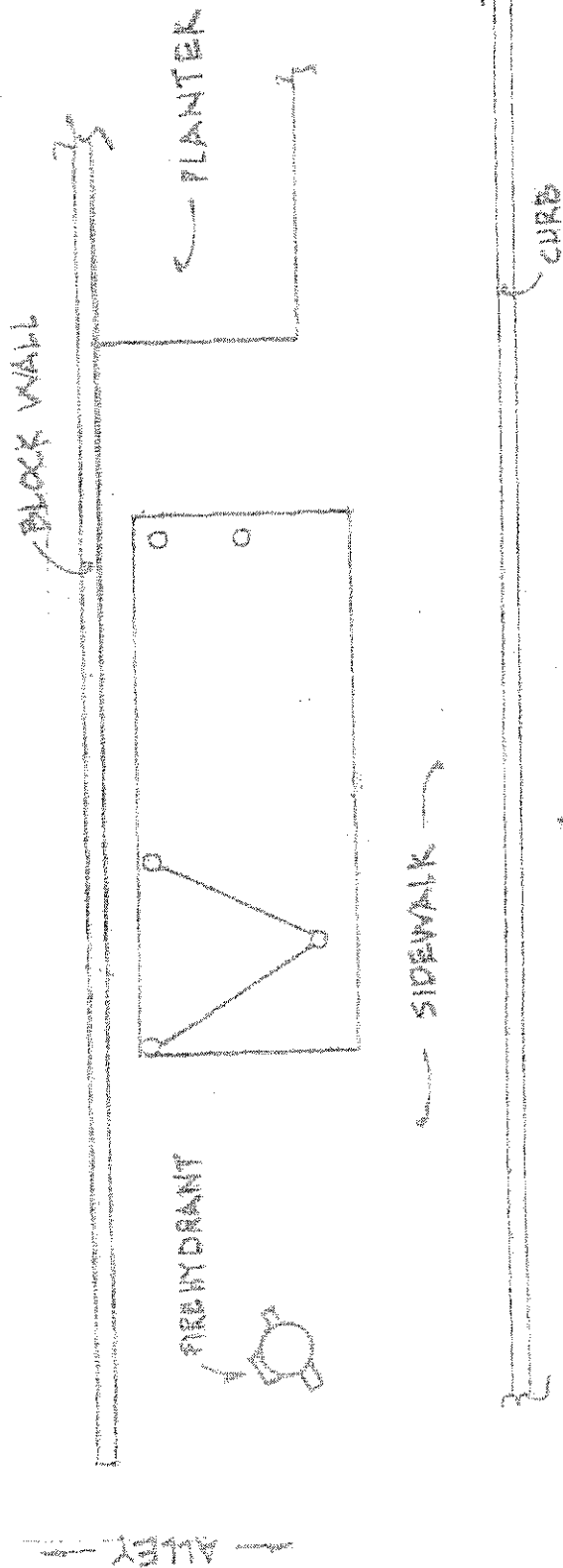
13' SHELTER w/48" AD BOX

B-14

BUS STOP

NB LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER) NO. 13.

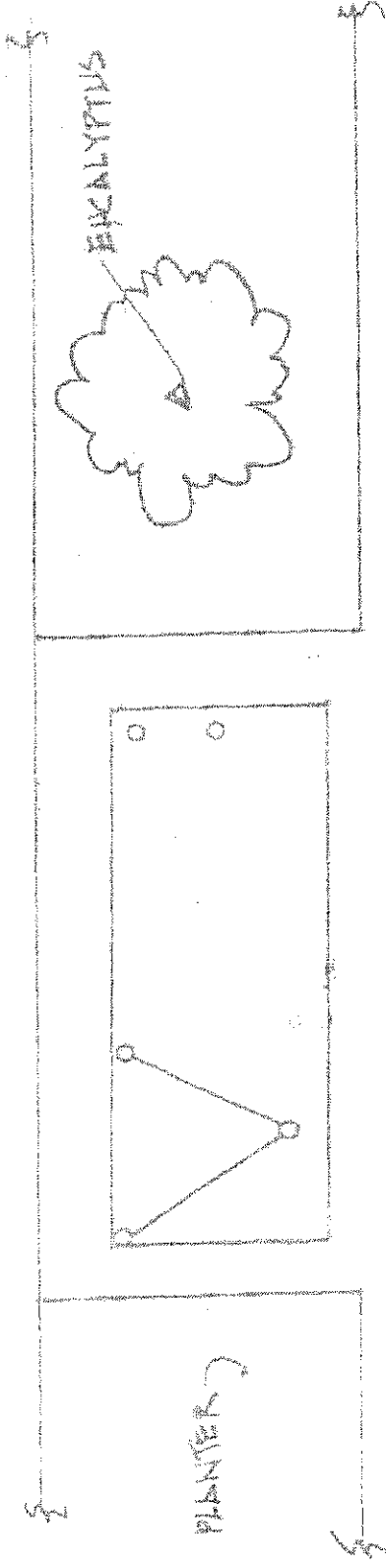
↑ N
Y_h = 1'



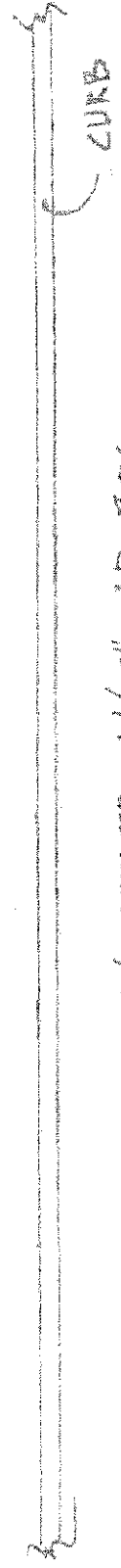
13' SHELTER W/48" AD BOX

(B-15th)

BUS STOP WB KATELLA FS WALNUT NO. 20. 14



SIDEWALK

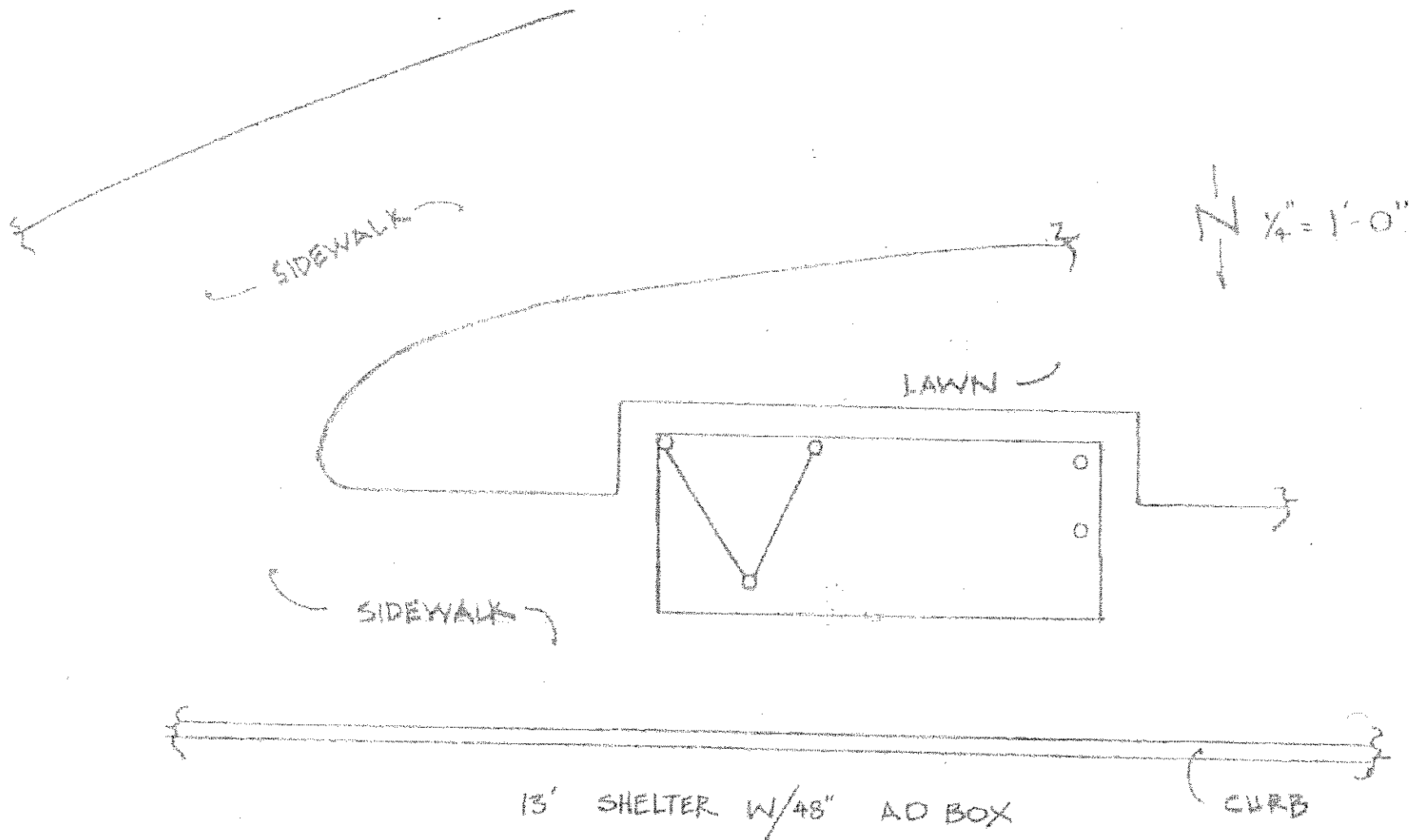


1/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL NO ~~22~~ 15

B-16

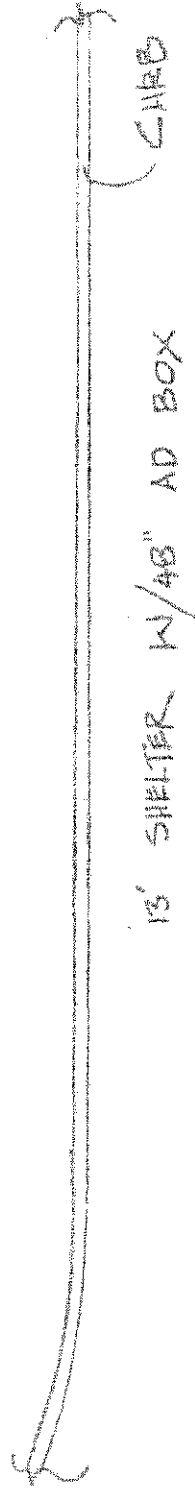
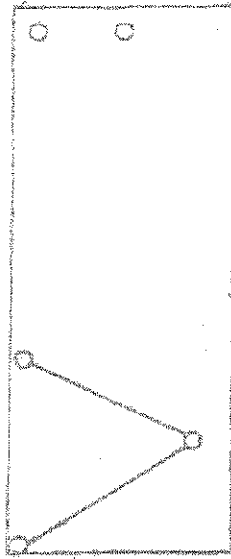
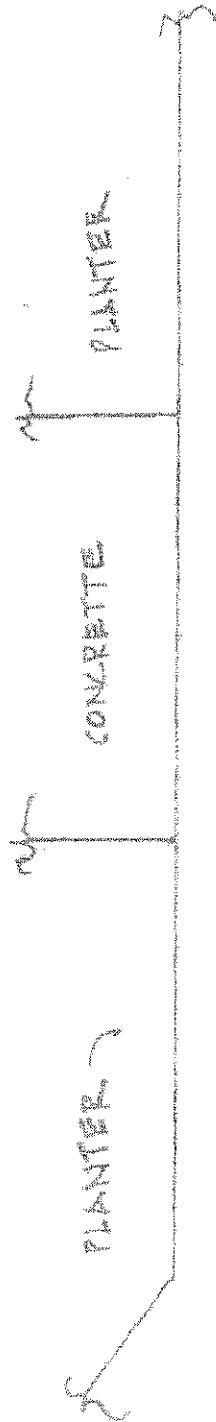


BUS STOP

EB. KATELLA FS WALINGSFORD

NO. 26 16

1/4" = 1'-0"

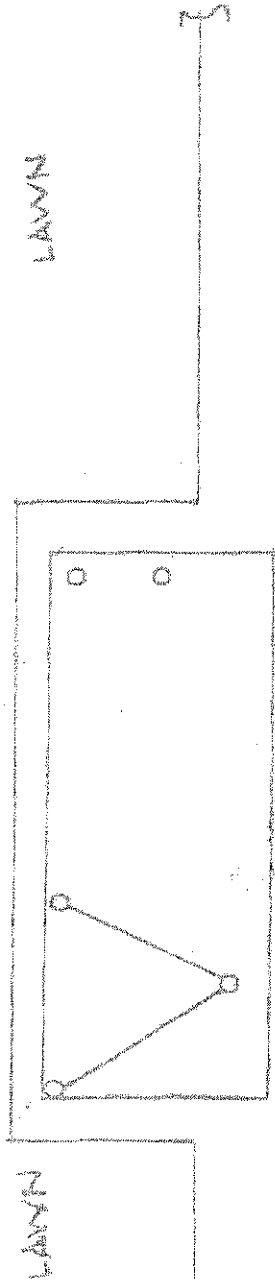


BUS STOP

E.B. KATELLA NS MAPLE NO. 2X 17

6-18

1/4" = 1'-0"



13' SHELTER W/48" AD BOX

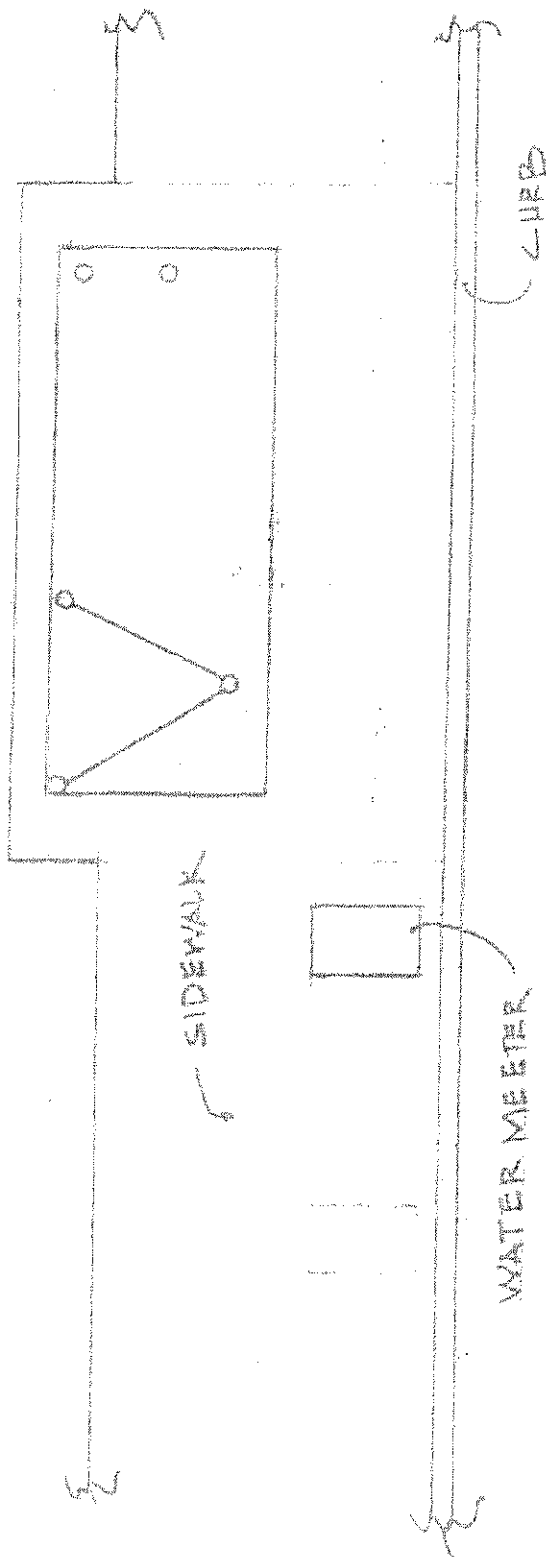
BUS STOP

EB. KATELLA OPP WALKER

NO. ~~37~~ 18

6-19
48

N 1/4" = 1'-0"



13' SHELTER W/48" AD BOX

BUS STOP

W. B. KATELLA FS LEXINGTON NO. 33 19

B-20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

**[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**



CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- * Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.
- * Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.
- * Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.
- * Encourage diversity of advertised goods and services in all markets.

MM-24-07



AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Clear Channel Inc.)

This Amendment No. 2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 21st day of August, 2017 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Ave., Los Alamitos, California 90720 ("City") and Clear Channel Outdoor, Inc. A Delaware Corporation, 19320 Harbor Gateway Torrance, CA 90501 ("Contractor").

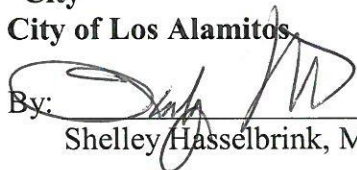
This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated June 7, 2006 in the following fashion:

- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1.2 – Term of Agreement to exercise the second of five, one year extensions expiring June 7, 2018.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Los Alamitos

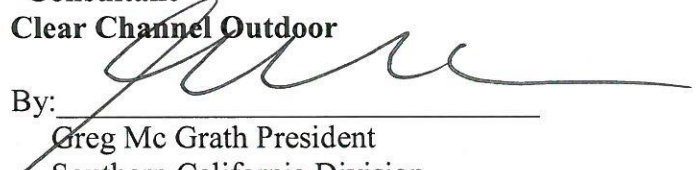
By: 

Shelley Hasselbrink, Mayor

Date: 9/18/17

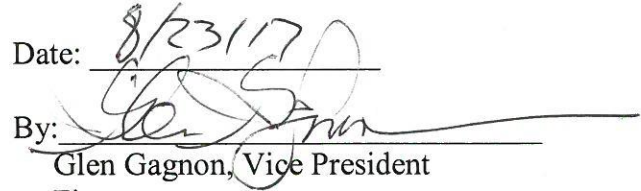
"Consultant"

Clear Channel Outdoor

By: 

Greg Mc Grath President
Southern California Division

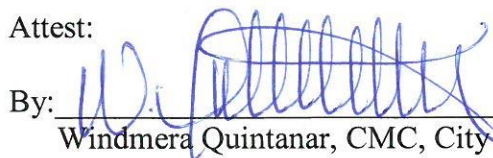
Date: 8/23/17

By: 

Glen Gagnon, Vice President
Finance

Date: 8/23/17

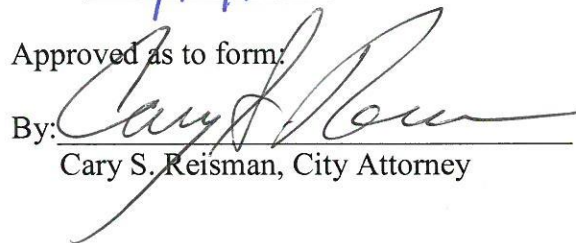
Attest:

By: 

Windmera Quintanar, CMC, City Clerk

Date: 9/18/17

Approved as to form:

By: 

Cary S. Reisman, City Attorney

**AMENDMENT No. 3 TO BUS SHELTER LICENSE AND
MAINTENANCE AGREEMENT**
[City of Los Alamitos/Clear Channel Outdoor, Inc.]

This Amendment No. 3 to Bus Shelter License and Maintenance Agreement ("Amendment") is made and entered into on this 21st day of May, 2018 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Clear Channel Outdoor Inc., a Delaware corporation ("Contractor"), 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Agreement for Bus Shelter License and Maintenance Services (as amended, the "Agreement") on June 7, 2006, and is incorporated herein by this reference.

B. Section 3.1 of the Agreement states that said Agreement shall continue for ten (10) years from the effective date of the Agreement. Section 3.1.2 of said Agreement also states that City Council and Contractor shall have the right to renew said Agreement for up to five (5) one-year extensions.

C. City and Contractor desire to memorialize City and Contractor's election to exercise the third of five 1-year options per Section 3.1.2 of the Agreement.

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

1. City and Contractor acknowledge and agree that City and Contractor have duly exercised the third of the five 1-year extensions of the Agreement as set forth in Section 3.1.2 thereof. *Expires 6/7/19*

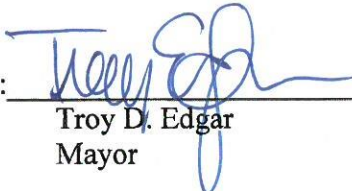
2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first written above.

"City"

City of Los Alamitos

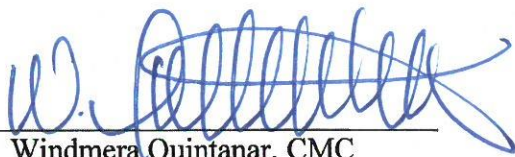
By: 
Troy D. Edgar
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

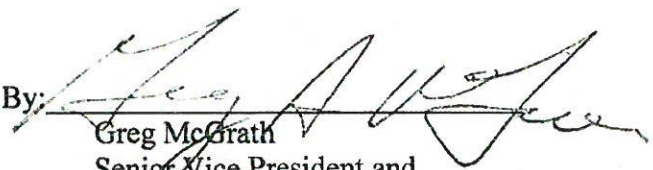
By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmera Quintanar, CMC
City Clerk

"Contractor"

Clear Channel Outdoor, Inc.

By: 
Greg McGrath
Senior Vice President and
Regional President, Southern California

**AMENDMENT No. 4 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**

[City of Los Alamitos and Clear Channel Outdoor, Inc.]

This Amendment No. 4 to Bus Shelter License and Maintenance Agreement ("Amendment") is made and entered into on this 20th day of May, 2019 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Clear Channel Outdoor Inc., a Delaware Corporation ("Contractor"), 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the "Original Agreement"), which is incorporated herein by this reference.

B. Section 3.1.2 of the Agreement provides for an initial agreement term of ten (10) years, with the right to renew for up to Five (5) one-year extensions.

C. By separate amendments, City and Contractor have previously agreed to renew the Agreement for three (3) of the five (5) one-year extensions.

D. City and Contractor desire to exercise the fourth of the five one-year extension options per Section 3.1.2 of the Agreement by executing this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. City and Contractor acknowledge and agree that City and Contractor have duly exercised the fourth of the five one-year extensions of the Agreement as set forth in Section 3.1.2 thereof. The effective term of the Agreement is hereby extended to June 6, 2020.

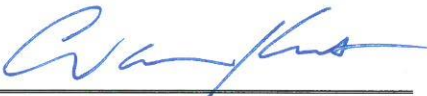
2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

"City"

City of Los Alamitos

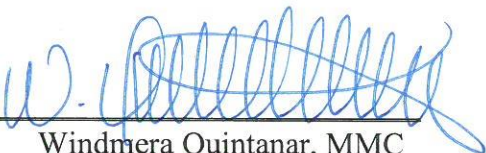
By: 
Warren Kusumoto
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

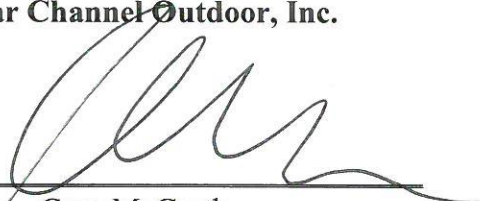
ATTEST:

By: 
Michael S. Daudt
City Attorney

By: 
Windmera Quintanar, MMC
City Clerk

"Contractor"

Clear Channel Outdoor, Inc.

By: 
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**AMENDMENT No. 5 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**

[City of Los Alamitos and Clear Channel Outdoor, Inc.]

This Amendment No. 5 to Bus Shelter License and Maintenance Agreement ("Amendment") is made and entered into on this 20th day of April, 2020 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation ("Contractor"), 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the "Original Agreement"), which is incorporated herein by this reference.

B. Section 3.1.2 of the Agreement provides for an initial agreement term of ten (10) years, with the right to renew for up to Five (5) one-year extensions.

C. By separate amendments, City and Contractor have previously agreed to renew the Agreement for four (4) of the five (5) one-year extensions.

D. City and Contractor desire to exercise the fifth of the five one-year extension options per Section 3.1.2 of the Agreement by executing this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. City and Contractor acknowledge and agree that City and Contractor have duly exercised the fifth of the five one-year extensions of the Agreement as set forth in Section 3.1.2 thereof. The effective term of the Agreement is hereby extended to June 6, 2021.

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

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

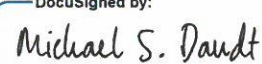
"City"
City of Los Alamitos

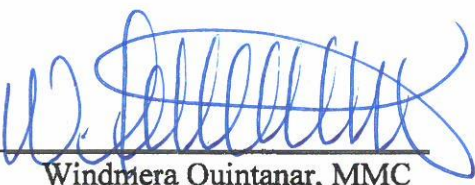
By:  _____
Richard Murphy
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

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

By:  _____
Windmera Quintanar, MMC
City Clerk

"Contractor"
Clear Channel Outdoor, LLC

By:  _____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**AMENDMENT No. 6 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**

[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 6 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 17th day of May, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harborgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 5, each of which are incorporated herein by this reference, the Agreement will expire on June 6, 2021 unless extended.

D. City is in the process of circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is reached, City and Contractor desire to extend the term of the Agreement until December 31, 2021, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until December 31, 2021, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. New Section 3.8.3 is hereby added to the Agreement to read as follows:

“3.8.3 Termination without Cause. Effective June 7, 2021, City shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate.”

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 Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

[signatures on following page]

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

DocuSigned by:
By: Mark Chirco
Mark A. Chirco 5/26/2021
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

DocuSigned by:
By: Michael S. Daudt
Michael S. Daudt 5/25/2021
City Attorney

DocuSigned by:
By: Windmera Quintanar
Windmera Quintanar, MMC 5/26/2021
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

DocuSigned by:
By: Greg McGrath
Greg McGrath 5/25/2021
Senior Vice President and
Regional President, Southern
California

**AMENDMENT No. 7 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 7 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 15th day of November, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harbortgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 6, each of which are incorporated herein by this reference, the Agreement will expire on December 31, 2021 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is reached, City and Contractor desire to extend the term of the Agreement until June 30, 2022, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until June 30, 2022, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

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

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: 
DocuSigned by:
7A8EE91E5DCA4FE...
Mark A. Chirco
Mayor 12/30/2021

APPROVED AS TO FORM

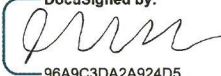
ATTEST:

Woodruff, Spradlin & Smart, APC

By: 
DocuSigned by:
D2A022E0E4DF41B...
Michael S. Daudt
City Attorney
12/30/2021

By: 
DocuSigned by:
54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk 12/30/2021

“Contractor”
Clear Channel Outdoor, LLC

By: 
DocuSigned by:
96A9C3DA2A924D5...
Greg McGrath
Senior Vice President and
Regional President, Southern
California 12/27/2021

**AMENDMENT No. 8 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 8 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 18th day of April, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 7, each of which are incorporated herein by this reference, the Agreement will expire on June 30, 2022 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is secured, City and Contractor desire to extend the term of the Agreement until June 30, 2023, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until June 30, 2023, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

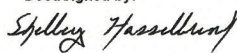
2. Except as expressly modified above, all terms and conditions of the Agreement

shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

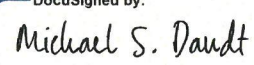
“City”
City of Los Alamitos

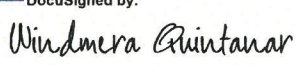
DocuSigned by:
By: 
AF57F11DE7A14BD... 5/23/2022
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM

ATTEST:

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: 
D2A022E0E4DF416... 5/23/2022
Michael S. Daudt
City Attorney

DocuSigned by:
By: 
34BCC26B4CA6409... 5/23/2022
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

DocuSigned by:
By: 
90A9C3DA2A924D5... 5/20/2022
Greg McGrath
Senior Vice President and
Regional President, Southern
California
gregmcgrath@clearchannel.com

**AMENDMENT No. 9 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 9 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 17th day of April, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), with a principal place of business located at 19320 Harborage Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 8, each of which are incorporated herein by this reference, the Agreement will expire on June 30, 2023 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is secured, City and Contractor desire to extend the term of the Agreement until December 31, 2023, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until December 31, 2023, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. Except as expressly modified above, all terms and conditions of the Agreement

shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed and entered into this Amendment as of the date first written above.

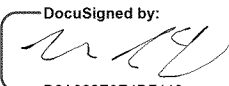
“City”
City of Los Alamitos

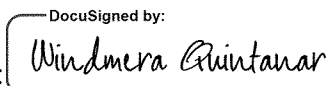
DocuSigned by:
By: 
8F36166600004A2... 5/23/2023
Tanya Doby
Mayor

APPROVED AS TO FORM

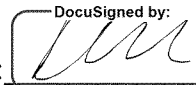
ATTEST:

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: 
D2A022E0E4DF440... 5/23/2023
Michael S. Daudt
City Attorney

DocuSigned by:
By: 
54BCC26B4CA8409... 5/23/2023
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

DocuSigned by:
By: 
96A9C3DA2A924D5... 5/23/2023
Greg McGrath
Senior Vice President and
Regional President, Southern
California

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 110

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution No. 2023-27 - Federal Transportation Improvement Program (FTIP)

SUMMARY

Orange County Transportation Authority (OCTA) has requested the adoption of Resolution 2023-27 to affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program (FTIP).

RECOMMENDATION

Adopt Resolution No. 2023-27, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, WHICH CERTIFIES THAT LOS ALAMITOS HAS THE RESOURCES TO FUND THE PROJECTS IN THE FISCAL YEAR 2024/25 – 2029/30 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM".

BACKGROUND

The Federal Transportation Improvement Program (FTIP) is the primary means of implementing the Regional Transportation Plan and includes regionally significant projects funded with state and federal funds. The base FTIP is updated every two years and the 2025 FTIPs cover Fiscal Years 2024-25 through 2029-30. Projects include highway improvements, transit, rail and bus facilities, high occupancy vehicle lanes, signal synchronization, intersection improvements, freeway ramps, etc. The OCTA FTIP database, includes all projects that are deemed regionally significant, regardless of the funding source and allow local agencies access to view and amend their projects.

DISCUSSION

The City of Los Alamitos is located within the metropolitan planning boundaries of the Southern California Association of Governments and the Los Alamitos City Council has authorized project submittals to Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP).

The City of Los Alamitos is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America. The City of Los Alamitos agrees to construct Transportation Control Measures projects in a timely manner.

FISCAL IMPACT

No fiscal impact at this time. Capital Improvement Projects will be analyzed as part of the annual budget process to ensure OCTA projects are addressed.

Attachment: 1. Resolution No. 2023-27 - Federal Transportation Improvement Program

RESOLUTION NO. 2023-27

A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, WHICH CERTIFIES THAT LOS ALAMITOS HAS THE RESOURCES TO FUND THE PROJECTS IN THE FISCAL YEAR 2024/25 – 2029/30 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

WHEREAS, the City of Los Alamitos, California, is located within the metropolitan planning boundaries of the Southern California Association of Governments; and,

WHEREAS, the City Council of the City of Los Alamitos, California, has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and,

WHEREAS, the City of Los Alamitos is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Build America Buy America; and,

WHEREAS, the City of Los Alamitos agrees to construct Transportation Control Measures projects in a timely manner or to assist with finding a substitute project.

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

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

SECTION 2. The City Council of the City of Los Alamitos, California, hereby affirms the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program.

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

PASSED, APPROVED, AND ADOPTED this 20th day of November 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 November, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Quimby In-Lieu Fees

SUMMARY

Discussion of a proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study.

RECOMMENDATION

1. Open the Public Hearing; and
2. Consider the draft ordinance and resolution: and, if appropriate,
3. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-05; and,
4. City Attorney Daudt read the title of Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.080 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."
5. Adopt Resolution No. 2023-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING UPDATED PARKLAND DEDICATION AND IN-LIEU FEES THAT MAY BE REQUIRED IN CONNECTION WITH THE APPROVAL OF NEW RESIDENTIAL SUBDIVISIONS PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE 66477 IN FULFILLMENT OF TITLE 16 (SUBDIVISIONS), CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF THE LOS ALAMITOS MUNICIPAL CODE."

BACKGROUND

In 1975, the State of California passed the Quimby Act, allowing cities and counties to adopt local ordinances requiring developers to set aside land, donate conservation easements, or pay fees for park improvements. This is a vital process in order to ensure the availability of parkland within cities. In-Lieu Fees are required for residential developments of 50 or fewer lots and/or parcels. Dedication of parkland is required for residential developments of 51 or more lots and/or parcels. The City may elect to condition Quimby In-Lieu Fees for residential

developments of 51 or more lots or parcels if the location is not conducive to the development of parks and recreation facilities. Quimby In-Lieu Fees are not conditioned for non-residential land uses.

The City of Los Alamitos has historically collected Quimby Land Dedication Requirement and In-Lieu Fees. The last time fees were updated was March 21, 2005. As a result, the City's current collection of appropriate Quimby Land Dedication and In-Lieu Fees has not kept pace with the market.

DISCUSSION

Local governments play a critical role in the effort to set aside parkland and open space for recreational purposes. Cities and counties have been authorized since the passage of the 1975 Quimby Act to pass ordinances requiring that developers set aside land, donate conservation easements, or pay fees for park improvements. Revenues generated through the Quimby Act cannot be used for the operation and maintenance of park facilities. The goal of the Quimby Act was to require developers to help mitigate the impact of property improvements. The Act gives authority for the passage of land dedication ordinances or fees only to cities and counties. The paid fees or dedicated land are conveyed directly to the local public agencies that provide park and recreation services communitywide.

As established in the Quimby Act, the fee is based on the cost of land in the community and a standard number of park acres per thousand (1,000) residents. The parkland standard of 2.5 acres per 1,000 residents was utilized for residential subdivisions in Los Alamitos. While some cities include apartments and other development types to be subject to Quimby Land Dedication, Los Alamitos' Quimby Land Dedication structure currently only extends to residential subdivisions on a subject property.

SCI Consulting Group was contracted to prepare a Quimby Land Dedication In-Lieu Fee Study to establish the legal and policy basis for the imposition of updated In-Lieu fees on new development within the City. These fees, which are imposed only on residential subdivisions, are an important source of fees for major park improvements in the City. Los Alamitos' Quimby Park In-Lieu Fees for subdivisions, were instituted in 2005, and have not increased since 2008.

SCI Consulting Group has prepared a recalculation of the factors that determine the City's Quimby Dedication Requirement. Based on the City's Quimby standard of 2.5 acres per 1,000 residents allowed under the Quimby Act, the formula for calculating the City's parkland dedication requirement is as follows:

Quimby Standard X Quimby Dwelling Unit Occupancy Factor = Quimby Land Dedication Requirement

The table below presents the City's Quimby land dedication requirement is expressed on a land square footage basis for the four residential land use categories.

Residential Land Use Category	Quimby Standard	Quimby Dwelling Unit Occupancy Factor	Quimby Land Dedication Requirement
	<i>acres per 1,000 Resident</i>	<i>Per Dwelling Unit</i>	<i>Land Sq. Ft. per Dwelling Unit</i>
Single-Family Detached Housing	2.5	3.02	329
Single-Family Attached Housing	2.5	2.63	286
Multi-Family Housing	2.5	2.61	284
Mobile Home Development	2.5	1.46	159

For example, the Quimby land dedication required for a 250-unit multifamily development project would require 1.63 acres of land dedicated to the City.

250 Multi-Family Residential Units X 284 Land Sq. Ft. per Multi-Family Residential Unit = 71,000 Sq. Ft. or approximately 1.63 acres.

SCI Consulting Group has also prepared a recalculation of the Quimby In-Lieu Fee based on the City's Quimby land dedication requirement and the established fair market land value of residential land at \$2,986,000 per acre. The Quimby In-Lieu Fee is expressed on a dwelling unit basis for the four residential land use categories. Please note that nonresidential subdivisions are not subject to the Quimby program.

Quimby Land Dedication Requirement X Quimby Land Value = Quimby In-Lieu Fee

Residential Land Use Category	Quimby Land Dedication Requirement	Quimby Land Value	Quimby In-Lieu Fee (Maximum)
	<i>Land Sq. Ft. per Dwelling Unit</i>	<i>Per Acre</i>	<i>Per Dwelling Unit</i>
Single-Family Detached Housing	329	\$2,986,000	\$22,553
Single-Family Attached Housing	286	\$2,986,000	\$19,605
Multi-Family Housing	284	\$2,986,000	\$19,468
Mobile Home Development	159	\$2,986,000	\$10,899

The table below displays the current Los Alamitos' Quimby In-Lieu Fee that was established in 2005.

Residential Land Use Category	Current Quimby In-Lieu Fee
Single-Family Detached Housing	\$15,161
Single-Family Attached Housing	\$18,076
Multi-Family Housing	\$13,142
Mobile Home Development	\$9,913

Using the same previous example, the Quimby In-Lieu Fee for 250 Multi-Family Development Project would require \$4,867,000 with the proposed fees. The current fee, adopted in 2005, would require \$3,285,500.

Adoption of this ordinance is found to be categorically exempt from the California Environmental Quality Act (CEQA) because the adoption of this Ordinance is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures CEQA Guidelines Section 15061(b)(3). A Notice of Public Hearing was published in the Event News Enterprise through a 1/8th page notice, and posted at City Hall, on November 1, 2023.

FISCAL IMPACT

The adoption of a development impact fee ordinance will allow City staff to continue assessing and collecting fees on development projects but at an updated rate.

- Attachment:
1. Ordinance No. 2023-05 - Quimby Fees
 2. Resolution No. 2023-29 - Quimby Fees

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.080 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED).

WHEREAS, it is the policy of the City of Los Alamitos to promote, provide, and maintain quality park and recreational opportunities for the residents of the City; and,

WHEREAS, pursuant to the Quimby Act, California Government Code Section 66477, a city may condition the approval of a subdivision to provide a dedication of property and/or payment of in-lieu fees for park and recreational purposes to serve the new residents of the subdivision; and,

WHEREAS, Chapter 16.18 of the Los Alamitos Municipal Code sets forth the requirements for the dedication of property and/or the payment of in-lieu fees for park and recreational purposes; and,

WHEREAS, the City prepared a Quimby Land Dedication and In-Lieu Fee Study ("Study") to establish the legal and policy basis for the imposition of updated citywide park land dedication and in-lieu fees on new residential subdivisions within the City; and,

WHEREAS, the Study found that certain changes to Chapter 16.18 of the Municipal Code are required to update the City's Quimby program; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on October 16, 2023; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

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

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

SECTION 2. Section 16.18.040.A (Amount of Dedicated Parkland to Be Required) of Chapter 16.18 (Dedication of Land for Park Facilities and Payment of In-Lieu Fees) of Title 16 (Subdivisions) of the Los Alamitos Municipal Code is hereby amended to read as

follows:

“16.18.040 Amount of Dedicated Parkland to Be Required.

A. Except as otherwise provided by this chapter, the number of acres or fraction of an acre of land required to be dedicated to the City for park facilities incident to and as a condition of the approval of a tentative tract map or tentative parcel map for a subdivision shall be based on the product of the following:

1. The maximum number of dwelling units permitted within the subdivision as determined from Title 17 (Zoning Regulations) and the conditionally approved tentative tract map or tentative parcel map applicable to the subdivision, multiplied by
2. The average number of residents per dwelling unit within the incorporated territory of the City, as determined by figures from the most recent U.S. Census, multiplied by
3. The standard of 2.5 acres per 1,000 persons.”

SECTION 4. Section 16.18.080.C (Payment of In-Lieu Fees for Park and Recreation Purposes). of Chapter 16.18 (Dedication of Land for Park Facilities and Payment of In-Lieu Fees) of Title 16 (Subdivisions) of the Los Alamitos Municipal Code is hereby amended to read as follows:

“16.18.090 Payment of In-Lieu Fees for Park and Recreation Purposes.

C. In-lieu fees required pursuant to this section shall be based upon the fair market value of the amount of land which would otherwise be required to be dedicated pursuant to Section 16.18.040 (Amount of Dedicated Parkland to Be Required). The following formula shall fix the amount of the fee:

In Lieu Fee = The Amount of Dedicated Parkland to Be Required multiplied by the Fair Market Value of the Amount of Land.

The amount of the in-lieu fee shall be established by resolution of the Council.”

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 18th day of December, 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 Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 20th day of November, 2023 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of December, 2023, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

RESOLUTION NO. 2023-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING UPDATED PARKLAND DEDICATION AND IN-LIEU FEES THAT MAY BE REQUIRED IN CONNECTION WITH THE APPROVAL OF NEW RESIDENTIAL SUBDIVISIONS PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE 66477 IN FULFILLMENT OF TITLE 16 (SUBDIVISIONS), CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF THE LOS ALAMITOS MUNICIPAL CODE.

WHEREAS, it is the policy of the City of Los Alamitos to promote, provide, and maintain quality park and recreational opportunities for the residents of the City; and,

WHEREAS, pursuant to the Quimby Act, California Government Code Section 66477, a city may condition the approval of a subdivision to provide a dedication of property and/or payment of in-lieu fees for park and recreational purposes to serve the new residents of the subdivision; and,

WHEREAS, Chapter 16.18 of the Los Alamitos Municipal Code sets forth the requirements for the dedication of property and/or the payment of in-lieu fees for park and recreational purposes; and,

WHEREAS, the City prepared a 2023 Quimby Land Dedication and In-Lieu Fee Study ("Study") to establish the legal and policy basis for the imposition of updated citywide parkland dedication requirement and in-lieu fees on new residential subdivisions within the City, a copy of which is maintained in the office of the City Clerk; and,

WHEREAS, said Study demonstrates higher property values in all residential areas of the City than previously used to establish the park in-lieu fees and would result in higher park in-lieu fees for new development; and,

WHEREAS, Section 16.18.090 of the Los Alamitos Municipal Code provides that in-lieu fees for park and recreational purposes shall be set by resolution of the City Council; and,

WHEREAS, Pursuant to the provisions of the Quimby Act, the City Council desires to adjust the amount of land dedication required and increase in-lieu fees for park and recreational purposes imposed on subdivided residential development; and,

WHEREAS, the City Council opened a duly noticed Public Hearing on October 16, 2023 to consider an update to the City's parkland dedication and in-lieu fee requirements; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

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

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

SECTION 2. The amount of land dedication required pursuant to Section 16.18.040 of the Los Alamitos Municipal Code shall be implemented as shown below:

Residential Land Use Category	Quimby Land Dedication Requirement
	<i>Land Sq. Ft. per Dwelling Unit</i>
Single-Family Detached Housing	329
Single-Family Attached Housing	286
Multi-Family Housing	284
Mobile Home Development	159

SECTION 3. The amount of in-lieu fees required pursuant to section 16.18.090 of the Los Alamitos Municipal Code shall be implemented as shown below:

Residential Land Use Category	Quimby Land Dedication Requirement	Quimby Land Value	Quimby In-Lieu Fee (Maximum)
	<i>Calc a</i>	<i>b</i>	<i>c = a * b / 43,560</i>
	<i>Land Sq. Ft. Per Dwelling Unit</i>	<i>Per Acre</i>	<i>Per Dwelling Unit</i>
Single-Family Detached Housing	329	\$2,986,000	\$22,553
Single-Family Attached Housing	286	\$2,986,000	\$19,605
Multi-Family Housing	284	\$2,986,000	\$19,468
Mobile Home Development	159	\$2,986,000	\$10,899

SECTION 4. The Land Use Terms in the above table shall be defined as noted in the 2023 Los Alamitos Quimby Land Dedication and In-Lieu Fee Study ("Study") as shown below:

"Single-Family Detached Housing" means free-standing one-family dwelling units.

“Single-Family Attached Housing” means a one-family dwelling unit on a separate assessor’s parcel that share a common wall, such as townhomes.

“Multi-Family Residential Housing” means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family. This category also includes for-sale condominiums.

“Mobile Home Development” means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

“Dwelling unit” generally means one or more rooms in a building or structure, or a portion thereof designed exclusively for residential occupancy by one or more persons for living or sleeping purposes and having kitchen and bath facilities, including mobile homes.

SECTION 5. The amounts of required land dedication and in-lieu fees shall go into effect on the date this resolution takes effect pursuant to the law.

SECTION 6. This resolution updates and revises the schedules previously adopted by City Council Resolution No. 1990, and to the extent in conflict herewith, Resolution No. 2023-29 is hereby superseded.

PASSED, APPROVED, AND ADOPTED this 20th day of November, 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 Planning Commission held on the 20th day of November 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 13A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Administrative Rules and Regulations Update; Discretionary Designations & Collateral Duty Assignments

SUMMARY

The Administrative Rules and Regulations (ARs) are an accumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. This report requests amending and restating Administrative Rule 4.10 City Manager Discretionary Designations and Collateral Duty Assignments.

RECOMMENDATION

1. Amend and Restate Administrative Regulation 4.10 – Deputy City Manager Designation that was adopted by Council action on February 1, 2023; and,
2. Authorize the City Manager to implement and modify as needed, Administrative Regulation 4.10 – Collateral Duty Assignments and Designations.

BACKGROUND

The ARs guide the City's day-to-day operations and structural governance. These policies are housed together in the ARs digital handbook on the City's website for easy reference. As the City's organization and needs change, ensuring that internal policies keep pace is essential to ensuring efficiency throughout the City and ensuring that staff are implementing best practices. As such, it is customary for ongoing review of these policies to ensure that they meet the current needs of the City.

DISCUSSION

The following suggested changes are aimed at formalizing current processes regarding workload delegation and ensuring that those who undertake those efforts are adequately compensated for those efforts. This regulation aims to establish an administrative policy permitting the temporary assignment of additional responsibility to Department Directors or Division Managers appointed by the City Manager. These additional designations are intended to assist the City in accomplishing specific City Council goals or initiatives.

Current examples include:

- Deputy City Manager
- Director of Intergovernmental Affairs

- Director of Communications

The following conditions and restrictions shall apply:

The additional designation shall not be a new Class Title within the classified service. The additional designation shall not change the nature of the Department Director or Division Manager's employment status with the City.

1. The Department Director's or Division Manager's personnel record shall reflect the additional assignment period.
2. The designation and acceptance of additional responsibility will result in an additional 5% to 10% increase to the Department Director or Division Manager's compensation during the duration of the designation.
3. As a temporary collateral duty assignment, any assignment or designation may end upon written notice to the employee at any time by the City Manager.

FISCAL IMPACT

There is minimal fiscal impact; all fiscal impacts are already accounted for within the Council adopted budget.

- Attachment:
1. Section 4.10 - Discretionary Pay and Designation Policy
 2. Section 4.10 - Deputy City Manager Designation Policy

City of Los Alamitos Administrative Regulation

Regulation:	4.10
Title:	City Manager Discretionary Designations & Collateral Duty Assignments
Authority:	City Manager per Council Action on November 20, 2023
Date:	November 20, 2023
Revised:	

- 1. Purpose:** The purpose of this regulation is to establish an administrative policy permitting the temporary additional responsibility designation of Department Directors or Division Managers appointed by the City Manager. The additional temporary designated positions are intended to assist the City Manager through multiple Departmental responsibilities under a single decision-making supervisor/director who can communicate directly with the City Manager.
- 2. Application:** This policy shall apply to Department Directors or Division Managers at the City Manager's discretion.
- 3. Policy:** The City Council policy is that certain Department Directors or Division Managers may be assigned temporary responsibilities that transcend normal lines of Departmental responsibility. For the purposes of accepting responsibility and being held accountable, the City Manager may designate a Department Director or Division Manager with an additional working title.

The following conditions and restrictions shall apply:

1. The additional designation shall not be a new Class Title within the classified service. The additional designation shall not change the nature of the Department Director or Division Manager's employment status with the City.
2. The Department Director's or Division Manager's personnel record shall reflect the additional assignment period, but the title shall not be used for comparative salary surveys.
3. The designation and acceptance of additional responsibility will result in an additional 5% to 10% increase to the Department Director's or Division Manager's compensation during the duration of the designation, upon the City Manager's discretion.
4. As a temporary collateral duty assignment, any assignment or designation may end upon the City Manager's written notice to the employee at any time.

4. Procedure:

1. The City Manager, upon designating a Department Director or Division Manager to the temporary assignment, shall notify the Personnel Office of the effective date and specific title.
2. The City Manager shall notify all Department Directors and Division Managers whose program responsibilities are subject to additional responsibilities.

City of Los Alamitos

Administrative Regulation

Regulation:	4.10
Title:	Deputy City Manager Designation
Authority:	City Manager per Council Minute Action on February 21, 2023
Date:	February 21, 2023
Revised:	

- 1. Purpose:** The purpose of this regulation is to establish an administrative policy permitting the temporary designation of Department Directors or Division Managers as Deputy City Managers. The Deputy City Manager positions are intended to assist the City Manager through the combination of multiple Departmental responsibilities under a single decision-making supervisor/director who can communicate directly with the City Manager.

The Deputy City Manager is not intended to create an additional supervisory level but to consolidate operations from multiple Departments into a working team under a single decision maker.

- 2. Policy:** It is the City Manager's policy that certain Department Directors or Division Managers may be assigned temporary responsibilities that transcend normal lines of Departmental responsibility. For the purposes of accepting responsibility and being held accountable, the City Manager may designate a Department Director or Division Manager with the working title of Deputy City Manager.

The following conditions and restrictions shall apply:

1. The City Manager may designate the Deputy City Manager or remove such designation at any time and for any reason.
2. The Deputy City Manager designation shall not be a new Class Title within the classified service or for at-will executives. The Deputy City Manager designation shall not change the nature of the Department Director or Division Manager's employment status with the City.
3. The Department Director's or Division Manager's personnel record shall reflect the Deputy City Manager assignment period but the title shall not be used for comparative salary surveys or employment references.
4. The designation to Deputy City Manager and acceptance of additional responsibility will result in an additional 5% increase to the Department Director or Division Manager's compensation during the duration of the designation.

3. Procedure:

1. The City Manager, upon designating a Department Director or Division Manager to the Deputy City Manager temporary assignment, shall provide notice to Personnel of the effective date and specific title.
2. The City Manager shall notify all Department Directors and Division Managers whose program responsibilities are subject to a Deputy City Manager supervision and authority.
3. The City Manager should define by memorandum the level of Deputy City Manager responsibility, limits of program and staff supervision, and extent of decision-making authority.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

ITEM NUMBER: 13B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Resolution No. 2023-28 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2023

SUMMARY

The City Council evaluated the City Manager's performance during closed session on October 23, 2023. Pursuant to the City Manager's Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance based incentive bonus, which may be awarded at the sole discretion of the City Council.

RECOMMENDATION

1. Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation must be made in open session prior to the City Council taking final action on this item.
2. Adopt Resolution No. 2023-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2023".

BACKGROUND

On January 21, 2020, the City Council and Chester C. Simmons entered into an Employment Agreement for Non-Represented Employee (City Manager), which was superseded and replaced by that certain Employment Agreement for Non-Represented Employee (City Manager) dated July 1, 2022 (the "Employment Agreement"), which is incorporated herein by this reference. Section 3.3.4 of the Employment Agreement provides that the City Manager may be entitled to up to a two percent (2%) performance based incentive bonus at the end of each calendar year. Any such award is made in the sole and absolute discretion of the City Council.

DISCUSSION

Per the Employment Agreement, the City Council is required to evaluate the performance of the City Manager prior to the close of the calendar year. The City Council evaluated City Manager Simmons' performance during closed session on October 23, 2023. The City Council may now direct the award of up to a two percent (2%) 2023 performance based incentive bonus, totaling \$4,409.00. Alternatively, the City Council may award a lower performance based incentive bonus, or no performance based incentive bonus at all. Any performance based incentive bonus shall be provided as a lump sum payment and shall not be added to the

City Manager's base salary.

FISCAL IMPACT

Sufficient funds are available in the Fiscal Year 2023/2024 Budget to account for the aforementioned performance based incentive bonus.

Attachment: 1. Resolution 2023-38 - City Manager Bonus 2023

RESOLUTION NO. 2023-28

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR YEAR 2023

WHEREAS, on January 21, 2020, the City Council and Chester C. Simmons entered into that certain City of Los Alamitos Employment Agreement for Non-Represented Employee (City Manager), which was superseded and replaced by that certain Employment Agreement for Non-Represented Employee (City Manager) dated July 1, 2022 (the "Employment Agreement"); and,

WHEREAS, Section 3.3.4 of the Employment Agreement provides that the City Manager may be entitled to up to a two percent (2%) performance based incentive bonus at the end of each calendar year; and,

WHEREAS, pursuant to Government Code Sections 54957(b)(1) the City Council convened in closed session on October 23, 2023 to evaluate the City Manager's performance; and,

WHEREAS, the City Council has determined that the City Manager has met or exceeded expectations during the 2023 calendar year and is therefore eligible for a performance based incentive bonus.

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

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

SECTION 2. The City Manager is hereby awarded a two percent (2%) performance based incentive bonus totaling four thousand four hundred and nine dollars (\$4,409.00) for the period of January 1, 2023 to December 31, 2023. This performance-based incentive bonus shall be provided as a lump sum payment and shall not be added to the City Manager's base salary.

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

PASSED, APPROVED, AND ADOPTED this 20th day of November 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 November, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk