CITY OF LOS ALAMITOS
3191 Katella Avenue
Los Alamitos, CA 90720

REVISED AGENDA
CITY COUNCIL
REGULAR MEETING

Monday, March 18, 2019 – 6:00 p.m.

**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](http://www.cityoflosalamitos.org) once the agenda has been publicly posted.

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

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk’s Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**
   Mayor Kusumoto
   Mayor Pro Tem Murphy
   Council Member Chirco
   Council Member Grose
   Council Member Hasselbrink

3. **PLEDGE OF ALLEGIANCE**
   Council Member Chirco will lead the Pledge of Allegiance.

4. **INVOCATION**
   Council Member Grose will give the Invocation.
5. PRESENTATIONS

A. Presentation of an Award to Orange County Fire Authority, Division Chief Robert Acosta, in Recognition of 29 Years of Dedicated Service

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

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS
Approve the Warrants for March 18, 2019, in the amount of $83,925.96 ratify the Warrants for February 20, 2019 to March 17, 2019 in the amount of $875,163.41 and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of March 19, 2019 through April 14, 2019.

ROLL CALL
Mayor Kusumoto
Mayor Pro Tem Murphy
Council Member Chirco
Council Member Grose
Council Member Hasselbrink

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

A. Approval of Minutes (City Clerk)
Approve the Regular City Council minutes of February 19, 2019 and the Special City Council minutes of February 19, 2019 and March 11, 2019.

B. Association of Defense Communities (ADC) 2019 Defense Communities National Summit (City Clerk)
This report seeks authorization for Council Member Shelley Hasselbrink to attend the 2019 Defense Communities National Summit in Washington, DC, from June 10-12, 2019.

Recommendation: Authorize Council Member Hasselbrink to attend the National Summit and all associated travel expenses in an amount not to exceed $2,500.
C. **City Council Policy on Minutes**  
*(City Clerk)*  
This report seeks to update the City Council Policy on Minutes to allow for Action Minutes and video recordings as the true record of Council meetings.


D. **Driveway Access and Parking Agreement between Katella Property Owner LLC for 3131 Katella Avenue and the City of Los Alamitos**  
*(Development Services)*  
This report recommends approval of an agreement with Katella Property Owner LLC (KPO) for 3131 Katella Avenue. The agreement provides ingress and egress driveway access on Katella Avenue and designated parking stalls adjacent to the Civic Center’s contiguous facilities.

Recommendations:

1. Authorize the Mayor to execute Driveway Access and Parking Agreement (“Parking Agreement”) with Katella Property Owner LLC (KPO) and the Certificate of Acceptance appended to the Parking Agreement; and,

2. Direct the City Clerk to record the executed Parking Agreement with the Orange County Clerk Recorder.

E. **Approval of Plans and Specifications and Authorization to Bid for Greenbrook Neighborhood and Little Cottonwood Park Pavement Rehabilitation Improvement Project (CIP No. 18/19-07)**  
*(Development Services)*  
This report recommends actions to begin facilitating the grinding and overlay of the Greenbrook neighborhood and Little Cottonwood Park.

Recommendations:

1. Approve the Plans and Specifications for Greenbrook Neighborhood and Little Cottonwood Park Pavement Rehabilitation Improvement Project (CIP No. 18/19-07); and,

2. Authorize Staff to advertise and solicit bid proposals.

F. **Approval of Notice of Completion for Community Center Roof Repair Project (CIP No. 17/18-02)**  
*(Development Services)*  
The Community Center Roof Repair Project (CIP No. 17/18-02) is complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

Recommendations:

1. Accept as complete the construction contract by KJ Construction & Design for the Community Center Roof Repair Project (CIP No. 17/18-02); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder’s Office; and,

3. Authorize Staff to release the 5% retention to the contractor, in the amount of $4,373.75, thirty-five (35) days after recordation of the Notice of Completion.

11. DISCUSSION ITEMS

A. Southern California Association of Governments (SCAG) 2019 Regional Conference and General Assembly (City Clerk)
   The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held May 1-3, at the JW Marriott Desert Springs Resort and Spa. Each year, SCAG’s member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

   Recommendations:

   1. Appoint a representative to attend and serve as the City’s Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,

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

B. Update from the Budget Standing Committee Regarding Fiscal Sustainability
   The Budget Standing Committee will provide a verbal update on the Fiscal Sustainability Plan.

   Recommendation: Receive and file.

12. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

13. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd; not less than 72 hours prior to the meeting.

Windmera Quintanar, MMC, City Clerk
Dated: March 14, 2019
CITY OF LOS ALAMITOS
A/P Warrants
March 18, 2019

To Approve

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To Ratify

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Subtotal $875,163.41

Grand Total $959,089.34

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period March 19, 2019 to April 14, 2019.

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 Maria-Luisa Valdez, Finance Director

[Signature]

date: this 12th day of March, 2019
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**FUND TOTALS**

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======== FUND TOTALS ========
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GRAND TOTAL: 8,405.00

TOTAL PAGES: 1
MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – February 19, 2019

1. CALL TO ORDER
The City Council met in Regular Session at 5:03 p.m. Tuesday, February 19, 2019
in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL

Present: Council Members: Chirco, Grose, Hasselbrink,
          Mayor Pro Tem Murphy, Mayor Kusumoto

Absent: Council Members: None

Present: Staff: Bret Plumlee, City Manager
          Sean Connolly, Police Captain
          Michael Daudt, City Attorney
          Les Johnson, Development Services Director
          Chris Karrer, Police Captain
          Emeline Noda, Recreation Manager
          Eric Nunez, Police Chief
          Windmera Quintanar, MMC, City Clerk
          Maria-Luisa Valdez, Finance Director

3. SPECIAL ORDERS OF THE DAY

A. Mid-Year General Fund Budget Review for Fiscal Year 2018-19
   (Finance)
   This report provided the City Council with a Mid-year General Fund budget
   and financial update for the Fiscal Year 2018-19.

   City Manager Plumlee introduced the item. Finance Director Valdez
   summarized the staff report and gave a PowerPoint presentation.

   City Council and Staff discussed the following topics:
   
   - Increase in one time revenues and building activity in general
   - Decrease in Utility Users Fees
   - Reroof of the Community Center and possibility of including the
     Youth Center if funds allow
   - Olson Company project update
   - Scheduling of Labourdette Park Capital Improvement Project and
     estimated cost
   - Concern the Police locker room and Labourdette Park were selected
     for funding with the budget surplus by the Budget Standing
     Committee (BSC) and Staff without a discussion by the full City
     Council on all possible CIP
Motion/Second: Murphy/Grose  
Delay approval of budget appropriations until all Capital Improvement Project options have been discussed by the Council.

City Council and Staff discussed the following topics:

- Concern the figures for the budget appropriations did not add up correctly.
- Concern for rehabilitating the current facilities without clear direction on whether or not City Hall was going to remain in its current location.
- BSC had reviewed the CIP list and the pros and cons of each project and submitted the best options to the Council for consideration.
- Concern the current facilities have deteriorated and repairs are now essential.
- Police Department locker room was chosen for retention, recruiting, and safety.
- Labourdette Park was chosen because it would have a great effect on the whole City.
- Preference for receiving a list of reviewed projects with the BSC’s recommendation.

Motion/Second: Murphy/Grose  
Carried 3/2 (Hasselbrink and Kusumoto voted no): The City Council:

1. Approved the $13,850 appropriation for the mold renovation at the Community Center; and,

2. Directed Staff to bring back the remaining appropriations for review along with the Capital Improvement Project list.

City Manager Plumlee reiterated the locker room and community center buildings are approaching emergency levels.

Council and Staff discussed the future of City Hall and the goal to hire a project manager to oversee the possibilities for the site in the 2019/20 Fiscal Year. This process would be happening simultaneously with the repairs to the deteriorating City facilities.

4. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: 1 potential case.

B. CONFERENCE WITH LABOR NEGOTIATOR
City Negotiator: Bret M. Plumlee, City Manager
Employee Organization: Teamsters Local 911
RECESS
The City Council recessed into Closed Session at 5:41 p.m.

RECONVENE
The City Council reconvened in Regular session at 5:55 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT
The City Council adjourned at 5:55 p.m.

__________________________
Warren Kusumoto, Mayor

Attest:

__________________________
Windmera Quintanar, MMC, City Clerk
MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – February 19, 2019

1. CALL TO ORDER
The City Council met in Regular Session at 6:04 p.m. Tuesday, January 22, 2019 in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL

Present: Council Members: Chirco, Grose, Hasselbrink, Mayor Pro Tem Murphy, Mayor Kusumoto

Absent: Council Members: None

Present: Staff: Bret Plumlee, City Manager
          Sean Connolly, Police Captain
          Michael Daudt, City Attorney
          Les Johnson, Development Services Director
          Chris Karrer, Police Captain
          Emeline Noda, Recreation Manager
          Eric Nunez, Police Chief
          Windmera Quintanar, MMC, City Clerk
          Maria-Luisa Valdez, Finance Director

3. PLEDGE OF ALLEGIANCE
Veteran William F. Cass led the Pledge of Allegiance.

4. INVOCATION
Council Member Chirco gave the Invocation.

5. PRESENTATIONS

A. Presentation of a Commendation to William F. Cass, United States Navy Veteran, in Celebration of His 100th Birthday by the City Council and James Eubanks of the American Legion
Mayor Kusumoto and the Council presented a Certificate to Mr. Cass. Commander Eubanks presented a certificate and mementos from the Regional Affairs Commission.

B. Introduction of School Resource Officer Shawn Watkins
Chief Nunez introduced Officer Watkins and the City Council welcomed him to Los Alamitos.

C. Introduction of Newly Sworn Police Officers Eddie Gonzalez, DeAngelo Gossett, Marc Ryan Navarro, and Kevin Steinhauser, Records Specialist Veronica Wilson, and Police Aide Hannah Martinez
Chief Nunez introduced the new Police Department Staff and the City Council welcomed them to Los Alamitos.
D. Presentation of a Proclamation to Kathi Kent, North Orange County Regional Occupational Program, in Recognition of Career Technical Education Month
Mayor Kusumoto and Council presented a Proclamation to Ms. Kent. Ms. Kent spoke briefly.

E. Presentation by Becky Esparza, Orange County Human Relations, Providing an Annual Report
Ms. Esparaza summarized the annual report and submitted a copy to the Council.

F. Presentation by James Peterson, Government Relations Manager, Providing an Overview of Southern California Edison
Mr. Peterson gave a PowerPoint Presentation regarding outage procedures and an overview of Southern California Edison.

Chief Nuñez provided an update on 2018 crime statistics.

6. ORAL COMMUNICATIONS

Mayor Kusumoto opened Oral Communications.

Shelley Henderson, OC Breeze, provided an update regarding the upgrade of www.oc.breeze.com.

Mayor Kusumoto closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Chirco spoke regarding the Budget Standing Committee meeting and the upcoming Race on the Base and Americana Awards events.

Council Member Grose spoke regarding attendance at the Cypress State of the City, Rise Up Athletics Ribbon Cutting, Senior Volunteer Lunch, and Police swearing in ceremony. He advised he would be in Sacramento attending a political convention.

Council Member Hasselbrink spoke regarding attendance at the League of California Cities – Orange County Division, New Mayor’s and Council Dinner, High School Mentor Breakfast, Los Alamitos Education Foundation King and Queen Gala, Los Alamitos Youth Baseball opening ceremonies, Orange County Fire Authority Board Meeting and promotion to Chair of the Budget and Finance Committee and Vice Chair of the Board, and stated concern for a blind spot located at Lexington and Howard.

Mayor Pro Tem Murphy spoke regarding attendance at the Police swearing in ceremony, Los Alamitos Elementary School speech contest, Youth Center Volunteer event, Senior Volunteer Lunch, State of the City for Cypress and Garden Grove, Chamber breakfast, and upcoming Race on the Base event.
Mayor Kusumoto spoke regarding attendance at the League of California Cities New Mayors and Council conference with City Manager Plumlee, Police swearing in ceremony, Youth Center Volunteer event, and Los Alamitos Museum Hall of Fame.

8. **ITEMS FROM THE CITY MANAGER**

City Manager Plumlee congratulated Council Member Hasselbrink on her advancing role in the Orange County Fire Authority and thanked Chief Acosta for his service.

Recreation Manager Noda spoke regarding the upcoming Race on the Base, February 22-23, 2019.

9. **WARRANTS**

Motion/Second: Hasselbrink/Chirco

Unanimously Carried: The City Council approved the Warrants for February 19, 2019, in the amount of $68,816.38 ratified the Warrants for January 23, 2019 to February 19, 2019 in the amount of $819,223.03 and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of February 20, 2019 to March 17, 2019.

**ROLL CALL**

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<th>Mayor Kusumoto</th>
<th>Aye</th>
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<tr>
<td>Mayor Pro Tem Murphy</td>
<td>Aye</td>
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<tr>
<td>Council Member Chirco</td>
<td>Aye</td>
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<tr>
<td>Council Member Grose</td>
<td>Aye</td>
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<tr>
<td>Council Member Hasselbrink</td>
<td>Aye</td>
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10. **CONSENT CALENDAR**

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

Mayor Pro Tem Murphy pulled item 10B.

Mayor Kusumoto pulled item 10E.

Council Member Grose advised he would abstain on item 10B.

Motion/Second: Chirco/Murphy

Unanimously Carried: The City Council:

A. **Approval of Minutes** (City Clerk)

Approved the Regular and Special City Council minutes of January 22, 2019.

C. **Public-Private Partnership Conference & Expo** (City Manager)

This report sought authorization for City Manager, Bret Plumlee, to attend the 2019 Public-Private Partnership Conference & Expo in Dallas, Texas and to be reimbursed for associated travel expenses.
The City Council authorized the City Manager to attend the conference and to be reimbursed for all associated travel expenses in an amount not to exceed $1,500.

D. Treasurer’s Quarterly Investment Report – December 2018  
(Finance)

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

The City Council received and filed the Treasurer’s Quarterly Investment Report – December 2018.

F. Award of Bid for Annual Park and Landscape Maintenance Services (RFP 2018-01)  
(Development Services)

This report recommended awarding of a bid for Annual Park and Landscape Maintenance Services (RFP 2018-01).

The City Council:

1. Awarded the bid for Annual Park and Landscape Maintenance Services to Greentech Landscape in the amount of $76,422.48; and,

2. Authorized the Mayor to execute the Landscape Maintenance Services Agreement with Greentech Landscape for the project.

G. Approval of the Orange County Taxi Administration Program Regulations  
(Finance)

Since the spring of 2016, the Orange County Transportation Authority has collaborated with the Orange County City Managers Association and Orange County taxi industry stakeholders to identify a financially sustainable future for the Orange County Taxi Administration Program. On November 19, 2019, the City Council approved a cooperative agreement with the Orange County Transportation Authority for the administration of the Orange County Taxi Administration Program (“OCTAP”) from January 1, 2019 through December 31, 2020. On February 5, 2019, the OCTAP Steering Committee met and approved updated regulations for the OCTAP program. This report recommended adoption of Resolution No. 2019-07 adopting the updated OCTAP regulations.

The City Council adopted Resolution No. 2019-07, entitled “A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING UPDATED ORANGE COUNTY TRANSPORTATION AUTHORITY REGULATIONS RELATING TO THE ORANGE COUNTY TAXI ADMINISTRATION PROGRAM”.

H. Emergency Management Performance Grant 2018  
(Police)

The California Office of Emergency Services is offering the Emergency Management Performance Grant (EMPG) to all Orange County cities. Funds provided under the EMPG must be used to support activities that contribute to the Operational Area’s capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or manmade. This City’s grant allocation is for $1,489. The performance period for the FY18-19 EMPG is July 1, 2018 through June 30, 2019.
The City Council:

1. Approved an appropriation adjustment recognizing $1,489 in Emergency Management Performance Grant funds in the City General Fund account; and,

2. Adopted Resolution No. 2019-05, entitled, “A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND HIS DESIGNEE(S) TO OBTAIN 2018 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDS THROUGH THE COUNTY OF ORANGE”; and,

3. Authorized the City Manager to execute a one year agreement with the County of Orange, for the period of July 1, 2018 through June 30, 2019, for the Emergency Management Performance Grant to provide assistance with state and local emergency preparedness, in an amount to exceed $1,489, subject to non-substantive changes approved by the City Manager and City Attorney.

End of Consent Calendar

Items Pulled from Consent Calendar

B. **League of California Cities (LOCC) 2019 Policy Committee Meetings (City Clerk)**
This report sought authorization for Council Member Dean Grose to attend the two remaining 2019 LOCC Policy Committee meetings and to be reimbursed for travel expenses for the June 2019 Policy Committee meeting in Sacramento.

Mayor Pro Tem Murphy thanked his colleagues who were able to attend these events and advised Council Member Hasselbrink also participates on policy committee meetings. He stated appreciation for the extra networking efforts.

Motion/Second: Murphy/Chirco
Carried 4/0 (Grose abstained): The City Council authorized Council Member Grose to attend the two remaining 2019 LOCC Policy Committee meetings and to be reimbursed for travel expenses associated with the June meeting in Sacramento in an amount not to exceed $300.

E. **Fiscal Sustainability Manager (City Manager)**
This report sought approval for: (1) the new Fiscal Sustainability Manager Job Description; and (2) an amendment to the Part-Time Hourly Rate Schedule.

City Manager Plumlee summarized the Staff report and answered questions from the City Council.

City Council and Staff discussed the following topics:

- Confirmation this position was not being created for a specific individual
- Specific expertise and work product were needed for the City’s Fiscal Sustainability
- Budget deficit was of great concern and all options should be explored
- Importance of providing a solid work product that addressed all possibilities
Motion/Second: Hasselbrink/Murphy

11. DISCUSSION ITEM

A. Residential Permit Parking Review (citywide) (Development Services)
As a result of the provisions set forth in the Los Alamitos Municipal Code, the Traffic Commission is responsible for reviewing the City’s Residential Permit Parking Program once every three years. The Commission spent several meetings in 2018 reviewing the parking programs for Old Town West, Old Town East, New Dutch Haven, Carrier Row and Greenbrook/Woodcrest neighborhoods. This effort included providing opportunity for residents and property owners from these neighborhoods to address the Commission either in writing or during the meetings. The information being provided to the City Council is representative of the Traffic Commission’s recommendation.

Development Services Director Johnson gave a PowerPoint Presentation and answered questions from the City Council.

Mayor Kusumoto opened the item for public comment.

Scott Arnold, resident, stated opposition to Marion being included in permit parking.

Brian A., resident, stated support for maintain permit parking in Carrier Row.

Debbie Sayhaus, property owner, stated opposition to permit parking in Old Town West and expressed concern she had not received notification permit parking was being reviewed.

Resident, would like additional information on the need for permit parking in Carrier Row, permit process, and options for visitor parking.

Mayor Kusumoto closed the item for public comment.

City Council and Staff discussed the following topics:

- Various permit parking restrictions throughout the neighborhoods
- All affected streets have signage with time restrictions
- Residents affected by permit parking are provided permits and two guest placards per resident
- Exceptions for parties and constructions are when notification is made to the Police Department
- Noticing was given to all residents
- Feedback was less than 10% in most neighborhoods
- Transition and education process for parking enforcement
- Possible exception for service vehicles
- Concern for eliminating parking permit program with little resident feedback
Motion/Second: Grose/Kusumoto
Unanimously Carried: The City Council directed the Traffic Commission to:

1. Re-evaluate the New Dutch Haven, Carrier Row, and Greenbrook permit parking; and,

2. Review all streets within the New Dutch Haven and Carrier Row areas; and,

3. Review the need to include Marion Ave. in the parking permit program.

12. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: 1 potential case.

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Bret M. Plumlee, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

RECESS
City Council recessed into Closed Session at 7:48 p.m.

RECONVENE
City Council reconvened in Regular session at 8:50 p.m.

City Attorney Daudt advised there was no reportable action.

13. ADJOURNMENT

The City Council adjourned at 8:50 p.m.

Warren Kusumoto, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk
1. CALL TO ORDER
The City Council met in Regular Session at 5:03 p.m. Monday, March 11, 2019 in the Council Chamber, 3191 Katella Avenue, Mayor Kusumoto presiding.

2. ROLL CALL

Present: Council Members: Chirco, Grose, Hasselbrink, Mayor Pro Tem Murphy, Mayor Kusumoto

Absent: Council Members: None

Present: Staff: Bret Plumlee, City Manager
Sean Connolly, Police Captain
Michael Daudt, City Attorney
Les Johnson, Development Services Director
Chris Karrer, Police Captain
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Eric Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Maria-Luisa Valdez, Finance Director

Mayor Kusumoto advised item 4 would be considered first.

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

City Attorney Daudt read the item aloud.

RECESS
The City Council recessed into Closed Session at 5:03 p.m.

RECONVENE
The City Council reconvened in Special Session at 5:32 p.m.

City Attorney Daudt stated there was no reportable action.

3. SPECIAL ORDERS OF THE DAY

A. Mid-Year Budget Appropriations for Fiscal Year 2018-19
This report provided the City Council with a summary of budget appropriations as a result of the City’s Mid-year General Fund budget and financial update for Fiscal Year 2018-19.
City Manager Plumlee gave an introduction and advised the $19,200 for North Orange County Service Planning Area is being removed from consideration.

Finance Director Valdez summarized the Staff report and gave a PowerPoint presentation.

City Council and Staff discussed the following topics:

- Capital Improvement Projects for future years are shown as place holders and are budgeted for with each budget adoption
- Option to remove the $19,200 for North Orange County Service Planning Area until the final figure comes out or to allocate a portion now and additional funds later
- Rough estimate for the Police Men’s Locker room includes $7,500 for a professional analysis and the starting funds for the project
- The Men’s Locker room project would follow the procedures for public works projects wherein the Council approves the estimate, bids and specs, proposals, award amount, and final contract
- Preference to move maintenance of city streets up on the CIP list and implement a long term city wide policy for maintenance

Motion/Second: Hasselbrink/Murphy
Motion: Approve Staff recommendation.

Substitute Motion: Kusumoto
Motion: Approve Staff recommendation with the removal of $19,200 for North Orange County Service Planning Area.

Motion died for lack of a second.

Motion/Second: Hasselbrink/Murphy
Carried 4/1 (Kusumoto voted no): The City Council approved the following budget amendments to Fiscal Year 2018-19:

- Increase City Attorney expenditure budget by $35,540
- Increase Non-Departmental expenditure budget by $25,900
  - $19,200 for North Orange County Service Planning Area
  - $6,700 pre-employment physicals
- Approve $200,000 for Police Department’s Men’s Locker Room Remodel from the General Fund
- Approve $145,000 for Replacement of Community Center roof (exterior)
  - $102,000 from Fund 52
  - $43,000 from Fund 40
- Decrease Fund 40 revenue budget by $188,000
- Decrease Fund 40 expenditure budget by $155,000
5. **ADJOURNMENT**
The City Council adjourned at 5:54 p.m.

______________________________
Warren Kusumoto, Mayor

Attest:

______________________________
Windmera Quintanar, MMC, City Clerk
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: March 18, 2019 ITEM NUMBER: 10B

To: Mayor Warren Kusumoto & Members of the City Council
Presented By: Windmera Quintanar, MMC, City Clerk
Subject: Association of Defense Communities (ADC) 2019 Defense Communities National Summit

SUMMARY

This report seeks authorization for Council Member Shelley Hasselbrink to attend the 2019 Defense Communities National Summit in Washington, DC, from June 10-12, 2019.

RECOMMENDATION

Authorize Council Member Hasselbrink to attend the National Summit and all associated travel expenses in an amount not to exceed $2,500.

BACKGROUND

At the City Council Special meeting of January 21, 2019 Council expressed a desire to become more active in agencies the City has memberships in. Council Member Hasselbrink volunteered to participate more with the ADC.

ADC focuses on the nation’s defense infrastructure and its sustainment. These key assets are the foundation that supports military readiness. ADC’s goal is to strengthen the partnership between the military, defense communities, states and the private sector.

This event brings together military installations, defense industrial base, training ranges, private sector supporters and community/state partners. ADC’s 2019 Defense Communities National Summit hosts more than 800 of the country’s leaders, defense experts and decision makers for the only national event that focuses on ensuring that the nation’s defense infrastructure remains resilient.

DISCUSSION

The following is a breakdown of the total travel expenses:

Conference Registration: $595

Air Travel: Varies between airlines and departure/arrival days and times. Estimated flight between $400 and $600.
Hotel Accommodations: A block of rooms have been held at the Hyatt Regency Washington on Capitol Hill for a special rate of $253. It is anticipated three nights will be required for a total of $759 plus tax and fees.

Other Travel Costs: Other travel costs would be provided if requested and proper documentation is submitted (i.e. food, taxi, etc.).

FISCAL IMPACT

Approximate Conference fees and associated travel accommodations is $1,950. Additional travel expenses will not exceed $2,500 altogether. There is an available balance of $5,900 in the City Council Travel and Training budget, account number 10.510.5207.

Submitted By: Windmera Quintanar, MMC, City Clerk
Fiscal Impact Reviewed by: Maria-Luisa Valdez, CPA, Finance Director
Approved by: Bret M. Plumlee, City Manager

Attachment: 1. ADC 2019 Defense Communities National Summit Information available online at: https://www.adcsummit.org/
SUMMARY

This report seeks to update the City Council Policy on Minutes to allow for Action Minutes and video recordings as the true record of Council meetings.

RECOMMENDATION


BACKGROUND

On May 20, 2013, the City Council adopted Resolution 2013-08 establishing summary minutes and stating DVD recordings were the true record of City Council meetings. The City currently contracts Our Los Al for a Cable Operations services, which include recording City Council meetings and preparation of DVDs. Mr. Larry Strawther, Cable Operations Manager, has advised that DVDs as a recording format is not the most efficient way to record Council meetings. Currently Council meetings are uploaded to YouTube and a link is placed on the City’s website making the recordings easily available to the public. The City Clerk’s office has not received a request for DVD recordings in over three years.

DISCUSSION

Mr. Strawther has suggested City Council meeting recordings continue to be uploaded to YouTube and placed on an external hard drive for record keeping in the City Clerk’s Office, rather than being stored on DVDs. This is a quicker, cheaper, and more efficient use of technology that still meets the City’s needs. DVDs would still be provided if requested and paid for per the City’s Public Records Requests policy and Master Fee Schedule. Staff has prepared a resolution to state the video recording is the official record
of City Council meetings. This change will allow flexibility in recording format for the record allowing Staff to adapt to the most efficient use of technology available at the time.

Additionally, Mayor Kusumoto has expressed an interest in implementing action minutes. Action minutes are prepared in a manner consistent with the intent of the Government Code. The City Clerk’s Association of California has advised “if audio/video recording is available for future reference, minute notations can be more limited (action).” Minutes in their current summary format require approximately 1-2 hours to transcribe for every hour of real time meeting. Action minutes record final decisions made and under limited circumstances additional comments would be included. By changing to action minutes, minutes can be prepared within an hour. Minutes and City Council meeting recordings are available on the City’s website and through the City Clerk’s Office.

**FISCAL IMPACT**

While there is no cost to implement this policy, Staff believes there will be a savings in adopting an effective policy that will increase Staff efficiency and better allocate scarce resources. There will be minimal monetary savings by eliminating the need for DVD purchases.

Submitted By: Windmera Quintanar, MMC, City Clerk
Approved By: Bret M. Plumlee, City Manager

*Attachments:*
1. Resolution No. 2019-09
2. Guidelines for Preparing Minutes for Governmental Agencies
RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING ACTION MINUTES FORMAT FOR CITY COUNCIL MEETINGS

WHEREAS, the City Council wishes to have its minutes prepared in a manner consistent with the intent of the Government Code; and,

WHEREAS, the City Clerk shall keep an accurate record of the proceeding of the legislative body in books bearing appropriate titles and devoted exclusively to such purposes, respectively (See Government Code 40801); and,

WHEREAS, the City Council shall cause the City Clerk to keep a correct record of its proceedings (See Government Code 36814); and,

WHEREAS, the City Council, by and through the City Clerk, shall publicly report any action taken and the vote or abstention on that action of each member present for the action (See Government Code 54953(c)(2)); and,

WHEREAS, members of the City Council shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body (See Government Code 53232.3(d)); and,

WHEREAS, all components of minutes prepared by the City Clerk shall be for the primary purpose of memorializing decisions made by the City Council. Any minute component that does not serve this primary purpose should be minimized or eliminated; this includes comments made by individual body members and members of the public; and,

WHEREAS, pursuant to City Council Resolution Number 2013-18, the City Clerk currently prepares the minutes of the City Council in summary format; and,

WHEREAS, establishing action minutes as the official format for minutes of the City Council, wherein the final decisions made by City Council would be recorded in accordance with the requirements of the California Government Code, will significantly reduce the amount of staff time required to compile minutes, allowing limited City resources to be allocated to other tasks; and,

WHEREAS, the City Council maintains archival video recordings of its proceedings, which are made accessible to the public on the City’s website and through the City Clerk’s Office.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS
DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The implementation of action minutes is approved as the official
format for creating the written record of actions and proceedings of the City Council.

SECTION 3. The video recordings made accessible to the public on the City’s
website and through the City Clerk’s Office are the true record of City Council meetings.

SECTION 4. Resolution 2013-08 is repealed in its entirety.

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

PASSED, APPROVED AND ADOPTED this 18th day of March, 2019.

ATTEST:

Windmera Quintanar, MMC

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA
COUNTY OF ORANGE ss
CITY OF LOS ALAMITOS

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that
the foregoing Resolution was adopted at a Regular meeting of the City Council held on the
18th day of March, 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

__________________________________
Windmera Quintanar, MMC, City Clerk
PURPOSE

The City Clerks Association of California issues these guidelines as a tool for government agencies to transition to minutes styles that are efficient, succinct, cost-effective for staff to prepare, and more appropriately aligned with the intent of the Government Code.

FINDINGS

- Legislative bodies must act, and must be seen to act, within the laws of the State of California and local charters, if applicable. Being seen to act within the law is important, because the legislative body’s decisions may be subject to external scrutiny by the public, auditors, or judicial inquiry. Minutes testify that the correct procedures for decision-making were followed.

- Legislative body minutes shall be prepared in a manner consistent with the intent of the Government Code. Relevant Government Codes are as follows:

  - Government Code 40801. The city clerk shall keep an accurate record of the proceeding of the legislative body and the board of equalization in books bearing appropriate titles and devoted exclusively to such purposes, respectively. The books shall have a comprehensive general index.

  - Government Code 36814. The council shall cause the clerk to keep a correct record of its proceedings. At the request of a member, the city clerk shall enter the ayes and noes in the journal.

  - Government Code 54953(c)(2). The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

  - Government Code 53232.3(d). Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

- All components of minutes shall be for the primary purpose of memorializing decisions made by the legislative body. Any minute component that does not serve this primary purpose should be minimized or eliminated; this includes comments made by individual body members and members of the public.

GUIDELINES

- Minutes should provide a record of a) when and where a meeting took place, and who was present (including member absences, late arrivals, departures, adjournment time); b) type of meeting (Regular/Special/Adjourned Regular); c) what was considered; d) what was decided; and e) agreed upon follow-up action. Pursuant to Government Code 54953(c)(2), minutes shall report any action taken and the vote or abstention on that action of each member present for the action.

- Appropriate styles are action minutes or brief summary minutes. Verbatim style minutes should not be used, because verbatim or lengthy summary minutes do not serve the intent of the Government Code, which is to record the proceedings of the legislative body.

- Action minutes merely record final decisions made.
• Brief summary minutes, at a minimum, record the final decisions made; and, at a maximum, may record what advice the body was given to enable it to make its decisions, the body’s thought process in making the decision, and the final decisions made. Emphasis is given on the body’s thought process, not individual members’ thought processes. The minutes should summarize only the main points which arose in discussion if and only if they are relevant to the decision.

• Comments made by members such as “for the record” or “for the minutes” have no bearing on the content of minutes and are given no greater and no lesser consideration than other comments made at the public meeting. Members seeking to memorialize comments should incorporate such verbiage into the language of the motion. As an alternative, members may submit written statements to be retained with the agenda item.

• Since the main purpose of minutes is to record the legislative body’s decision, summary minutes should be brief. By concentrating on the legislative body’s decision, brief summary minutes will provide only a select recording of what was discussed at the meeting. Brief summary minutes should not attempt to reproduce, however summarily, what every speaker said. It should only record the essence of the discussion and include the main threads that lead to the body’s conclusion.

• To the fullest extent possible, brief summary minutes should be impersonal and should not attribute views to individual persons. Only the positions and decisions taken by the whole legislative body are relevant, not those of individual members. The passive voice is favored i.e. “It was suggested that…,” “It was generally felt that…,” “It was questioned whether…,” “During discussion, it was clarified…”

• There are reasons for not attributing comments to specific speakers. First, it makes for brevity—a point can be recorded more concisely in impersonal form. Second, a point raised by one speaker will often be further developed by others—in impersonal brief summary minutes, only the fully-developed point is recorded in its final form. Third, points by several speakers can be consolidated into a single paragraph. Fourth, the impersonal style averts future corrections to minutes.

• While the primary purpose of minutes is to memorialize decisions made by the legislative body as a whole, under limited circumstances it is necessary and/or appropriate to attribute comments to individual members including:
  o Individual member’s reports pursuant to Government Code 53232.3(d) (enacted by AB 1234, 2005). The minute record shall include the type of meeting attended at the expense of the local agency and the subject matter.
  o Individual member’s reports on intergovernmental agencies. Brief summary minutes should include the type of meeting at a minimum, and, at the maximum, include the subject matter.
  o Individuals speaking under public comment. Brief summary minutes shall, at a minimum, list the public member’s name (if provided); and, at a maximum, include the overall topic and stance/position. Such as Mr. Jones spoke in opposition to the Project X. Being mindful that the minutes are recordings of the legislative body’s proceedings, it is not appropriate to include detail of individual comments. There is an exception for public testimony provided during public hearings, for which the minutes shall include the speaker’s name (if provided) and a summary position of the speaker (i.e., supported or opposed).

• For purposes of meeting Government Code 36814 and/or 54953(c)(2), the city clerk should enter the ayes and noes in the minutes. For informal consensus (i.e. providing staff direction), it is appropriate to note the dissention of one or more members by, at a minimum, stating the dissenting member’s name and dissention, such as “Mr. Jones dissented,” and at a maximum to also include a brief reason, such as “Mr. Jones dissented citing budget concerns.”

• While the primary purpose of legislative body meetings is for the legislative body to take legislative action and make decisions to advance agency business, it is acknowledged that agency meetings also
serve as platforms for ceremonial presentations and reports on social and community events. At a minimum, brief summary minutes should identify that presentations were made and event reports were given; and, at a maximum, report only the subject matter of the presentation or event.

- For community workshops and town hall meetings subject to the Brown Act, brief summary minutes, at a maximum, record the overall topic, provided that no legislative actions were taken. It is advisable to note in the minutes that no legislative action was taken.

- The guidelines contained herein are applicable to committees and commissions subject to the Brown Act. It is acknowledged that many boards and commissions take few legislative actions, and the tendency is to include more detail in the minutes on event reports and planning. At a maximum, brief summary minutes may include key points of the final reports or determinations, and all comments shall be attributable to the entire body and not attributable to individual members.

- Brief summary minutes shall serve to clarify decisions taken and who is expected to execute the decisions. It is not necessary to write down all action points or all tasks identified. Minutes shall not serve as a substitute for task lists, and the focus shall remain on the final decisions made by the legislative body.

- The language of brief summary minutes should be relatively restrained and neutral, however impassioned the discussion. Brief summary minutes will record the substance of the point in an intemperate way.

- To the fullest extent possible, minutes should be self-contained to be intelligible without reference to other documents.

- As a general rule, individual member comments are not identified in the brief summary minutes of discussions, and minutes should concentrate on the collective body’s thought process and the collective decisions made by the majority, not individuals.

- Brief summary minutes should concentrate on central issues germane to the final decision. The record of the discussion should be presented in a logical sequence, rather than reproduced in the actual order they were made in discussion.

- The legislative body may wish to choose more, substantive (summary) minutes if there’s no archival audio/video backup recording available of its proceedings. If audio/video recording is available for future reference, minute notations can be more limited (action).
City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: March 18, 2019
ITEM NUMBER: 10D

To: Mayor Warren Kusumoto & Members of the City Council
Presented By: Les Johnson, Development Services Director
Subject: Driveway Access and Parking Agreement between Katella Property Owner LLC for 3131 Katella Avenue and the City of Los Alamitos

SUMMARY

This report recommends approval of an agreement with Katella Property Owner LLC (KPO) for 3131 Katella Avenue. The agreement provides ingress and egress driveway access on Katella Avenue and designated parking stalls adjacent to the Civic Center’s contiguous facilities.

RECOMMENDATIONS

1. Authorize the Mayor to execute Driveway Access and Parking Agreement (“Parking Agreement”) with Katella Property Owner LLC (KPO) and the Certificate of Acceptance appended to the Parking Agreement; and,

2. Direct the City Clerk to record the executed Parking Agreement with the Orange County Clerk Recorder.

BACKGROUND

Since the completion of the development in 1972, the City has utilized the parking lot at 3131 Katella Avenue. The site consists of two two-story buildings representing 150,000 square feet of office space and a 520 stall parking lot. City use of the parking lot during non-business hours was originally required as a condition of approval for the development of the adjacent office property. The amount of City parking has been historically low, with exception to special events and activities.

The current property owner, Katella Property Owners (KPO), has been attempting to secure a new tenant(s) for the property. A corporate tenant is currently being considered, which has resulted in KPO and the City discussing future use of the parking lot. The prospective tenant would occupy the entire 150,000 square foot building and, as a result,
is expected to need all of the existing 520 parking spaces during regular business hours. As a result, KPO and City Staff have negotiated the Parking Agreement (“Agreement”) to clarify each party’s respective rights to use of the parking lot.

**DISCUSSION**

In cooperation with Katella Property Owner LLC (KPO), the Parking Agreement has been drafted, setting forth continued driveway access and usage of the parking facilities, immediately adjacent to the Los Alamitos Civic Center and contiguous facilities. As defined by this Parking Agreement, usage will continue to be accessible to: City employees, representatives, agents, contractors, guests and invitees of (1) the Los Alamitos Community Center located at 10911 Oak Street, (2) the Los Alamitos Youth Center located at 10909 Oak Street, and (3) City-sponsored recreation programs conducted at Oak Academy Park located at 10821 Oak Street.

**Off-Peak Parking**

As outlined in the agreement, prior to 6:00 a.m. and after 6:00 p.m. Monday through Friday and at all times Saturday and Sunday, City employees and/or visitors shall be permitted to use the parking stalls located within a defined area, which is represented in Exhibit C of the Parking Agreement, on an “as available” basis. The identified parking is available for City use during the identified times when not occupied by office employees and customers.

**Additional Parking**

The Parking Agreement provides opportunity for the City to request of KPO or the Office Tenant use of additional parking stalls, including office parking stalls located outside of the area delineated for City use in Exhibit C, during both Peak and Off-Peak hours for special events and functions. Requests for additional parking will be considered by KPO or the then current Office Tenant on a case by case basis.

**Construction of Sidewalk and Gate**

As agreed to and represented in the Parking Agreement, KPO will install at no cost to the City: (1) a sidewalk along the east end of the parking area reserved for City Use under the agreement, and (2) a gate through the chain-link fence separating the Office Property parking lot and the Community Center. These improvements will provide a more direct access between the designated parking and the Community Center. Minor modifications to the rear courtyard area of the Community Center is expected and will be administered by City staff. The identified improvements will be completed in advance of the parking lot being secured and occupied by the prospective Office Tenant.

The Parking Agreement also represents that KPO or the Office Tenant will incur all costs associated to the maintenance, repair and operation of its parking lot – inclusive of the City designated parking stalls and pedestrian improvements. Should at any time, maintenance or repairs be necessitated, KPO or the Office Tenant shall provide the City with five (5) business days written notice of such repairs and the expected time for
completion. In the event of an emergency repair, this notice shall be given to City as soon as practicable following the emergency response.

Term of the Agreement
As defined by this agreement, this covenant will run with the land, and shall remain in full force and effect unless terminated by mutual written agreement; or upon any closure, abandonment or transfer of the Civic Center.

FISCAL IMPACT

Upon the execution of this Parking Agreement, the City or visitors of the facilities, will not incur any costs for the use of the designated City parking stalls.

Submitted By: Les Johnson, Development Services Director
Approved by: Bret M. Plumlee, City Manager

Attachment: 1. Driveway Access and Parking Agreement
DRIVEWAY ACCESS AND PARKING AGREEMENT

This Driveway Access and Parking Agreement ("Agreement") is made as of March __, 2019 ("Effective Date") by and between the City of Los Alamitos, a California charter city ("City"), and Katella Property Owner LLC, a Delaware limited liability company ("KPO"). City and KPO are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. City owns that certain real property located at 3191 Katella Ave, Los Alamitos, CA 90720, as depicted on the map attached hereto as Exhibit "A" (the "Civic Center").

B. KPO owns that certain property located at 3131 Katella Ave, Los Alamitos, CA 90720, which is more particularly described and depicted on the map attached hereto as Exhibit "A", and legally described in Exhibit "B" (the "Office Property").

C. The City initially approved the development of the Office Property in 1971 subject to various conditions of approval ("Conditions of Approval") including a condition that provided the City with driveway access and the use of the parking facilities on the Office Property during non-business hours.

D. City desires to continue to utilize the Office Property for access and parking by City employees and visitors to (1) the Los Alamitos Community Center located at 10911 Oak Street, Los Alamitos, CA (the "Community Center"), (2) the Los Alamitos Youth Center located at 10909 Oak Street, Los Alamitos, CA (the "Youth Center"), and (3) City-sponsored recreation programs conducted at Oak Academy Park located at 10821 Oak St. Los Alamitos, CA ("Academy Park") (collectively, the "City Parking Purposes").

E. Concurrently with the execution and delivery of this Agreement, KPO intends to lease to a tenant ("Initial Office Tenant") the Office Property in its entirety, and intends to assign
to Initial Office Tenant all rights of KPO under this Agreement during the term of such lease with Initial Office Tenant (the "Initial Office Lease"). As referenced herein, "Office Tenant" shall mean Initial Office Tenant and its successors and assigns who may lease the Office Property from time to time, and "Office Lease" shall mean the Initial Office Lease, and any future lease which may be entered into by an Office Tenant with respect to the Office Property.

F. KPO agrees to grant to City easement rights in order to permit access and parking on the Office Property in furtherance and preservation of the City Parking Purposes, subject to and in accordance with the terms and conditions set forth herein. City agrees this easement and the rights provided to the City under this easement are in full satisfaction of the Conditions of Approval the City imposed on the development of the Office Property. KPO agrees this easement will burden the Office Property, including without limitation, the Initial Office Lease, subject to and in accordance with the terms and conditions hereof.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. **Grant of Easement to City.** KPO hereby establishes, grants, and dedicates for the benefit of City and its employees, representatives, agents, contractors, guests, and invitees ("City Permittees"), from time to time as set forth herein, non-exclusive easements for ingress and egress from Katella Avenue through the main entrance to the Office Property and for the use of the Office Property for the City Parking Purposes as specified below:

   a. **Off-Peak Parking.** Before 6:00 am and after 6:00 pm Monday – Friday and at all times Saturday – Sunday ("Off-Peak Parking Hours"), City Permittees shall be permitted access to and use for City Parking Purposes, on a non-exclusive "as available" basis, the Office Property parking stalls located within the parking area depicted on Exhibit "C" attached hereto (the "Designated Parking Area"). City Permittees shall not be allowed to use the Designated Parking Area for overnight parking or any purpose not directly related to the City Parking Purposes without prior written consent of KPO (or during the term of an Office Lease, the prior written consent of the then-current Office Tenant).

   b. **Additional City Parking.** City Permittees may be permitted to use Office Property parking stalls in addition to those parking stalls located within the Designated Parking Area during peak and/or off-peak hours, with the prior written sole discretion consent of KPO (or during the term of an Office Lease, the then-current Office Tenant).

   c. **No Fees.** No fee shall be payable to KPO by City or the City Permittees in conjunction with the use of the Designated Parking Area.
2. **Construction of Sidewalk and Gate.** KPO shall construct and install at its sole cost: (1) a sidewalk along the perimeter of the Designated Parking Area, as shown on Exhibit “C” (the “Sidewalk”) and (2) a gate through the chain-link fence separating the Office Property parking lot and the Community Center, also as shown on Exhibit “C” (the “Community Center Gate” and, together with the Sidewalk, the “Pedestrian Improvements”). KPO shall proceed with diligence to complete the Pedestrian Improvements to the reasonable satisfaction of City in conjunction with the improvements to be constructed at the Office Property by the Initial Office Tenant, and in any event prior to the date Initial Office Tenant commences occupancy of the Office Property, subject to force majeure. KPO (or during the term of an Office Lease, the then-current Office Tenant) shall have the right to lock the Community Center Gate after 6:00 am and before 6:00 pm Monday – Friday.

3. **Term and Termination; Interests Run with the Land.** The easement and covenant contained herein shall be appurtenant to and for the benefit of the Civic Center, shall be a burden upon the Office Property, and shall run with the land and be binding upon an inure to the benefit of all present and future owners of the Civic Center, as well as the City Permittees, subject to termination as set forth herein. The term of this Agreement (“Term”) and the rights granted hereunder shall commence on the Effective Date and continue in full force and effect until terminated by written notice of either Party following any closure, abandonment or transfer of the Civic Center by City, it being agreed that the Designated Parking Area may be utilized by City Permittees only for City Parking Purposes, and for no other use or purpose. Alternatively, this Agreement may be terminated at any time by mutual written agreement of the Parties. Upon or promptly following the date of termination of this Agreement in accordance with the terms of this Agreement (“Termination Date”), City agrees to execute and deliver a quitclaim deed in recordable form to release the property covered hereby from the easement and encumbrances created by this Agreement.

4. **Condition of Property.** KPO (or during the term of an Office Lease, the then-current Office Tenant), at its sole cost and expense, shall repair, maintain, and operate the parking areas on the Office Property – inclusive of the Designated Parking Area and Pedestrian Improvements – in a safe, secure, clean and well-lit condition, free of trash and debris, and in compliance with all applicable laws, rules and regulations, including, without limitation, handicapped access rules, regulations and codes. If temporary closure of the Designated Parking Area, or portions thereof, is necessary for the completion of maintenance or improvements of the Office Property (including maintenance of the Designated Parking Area and Pedestrian Improvements as required pursuant to this Agreement, KPO (or the then Office Tenant) shall, except in the case of emergency (in which event notice shall be given to City as soon as practicable), provide the City with no less than five (5) business days’ advance written notice of the work to be performed and the expected time for completion. City shall endeavor to ensure that City Permittees do not deposit trash or debris in or around the Designated Parking area or otherwise on the Office Property. From time to time during the Term of this Agreement, KPO (and during the term of an Office Lease, the then-current Office Tenant) may institute reasonable rules and regulations for the operation, use, and maintenance of the parking areas governed by this Agreement, provided that any such rules and regulations shall be consistent with the terms of this
Agreement and shall not unreasonably interfere with City’s access to or use of the Designated Parking Area. It is further acknowledged that KPO and Office Tenant shall have the right to reconfigure, resurface and restripe the parking stalls within the Designated Parking Areas at all times in compliance with applicable laws, rules and regulations. KPO and Office Tenant shall further have the right to post signs and pursue remedies pursuant to applicable City code with regard to any use of the Designated Parking Area in violation of the terms of this Agreement.

5. **No Assignment; Binding on Successors.** From the Effective Date through the Termination Date hereunder, this Agreement shall be binding upon and inure to the benefit of (i) KPO, Office Tenant, and any person or entity acquiring an interest in the Office Property, including, without limitation, all tenants, lessees, licensees, subtenants and/or occupants, and successors in interest, whether by operation of law or otherwise, and (ii) City, City Permittees and any person or entity acquiring an interest in the Civic Center or any portion thereof, including, without limitation, all tenants, lessees, licensees, subtenants, and/or occupants, or successor government entity, whether by operation of law or otherwise, provided that in no event shall City or City Permittees, or their successors, tenants, lessees, licensees, subtenants and/or occupants have any right to use the Designated Parking Area for other than City Parking Purposes. Throughout the Term hereof, every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Office Property is and shall be conclusively deemed to have consented and agreed to the terms and conditions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired their right, title or interest in such property. Throughout the Term hereof, every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Civic Center is and shall be conclusively deemed to have consented and agreed to the terms and conditions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired their right, title or interest in such property. As used herein “Office Tenant” shall mean the party or parties leasing the Office Property from time to time pursuant to a binding lease with KPO, its successors or assigns, and “KPO” shall mean the owner of the Office Property from time to time.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute a single instrument. Duly executed signatures to this Agreement may be delivered by electronic mail, and signature pages delivered by such method shall be deemed equivalent to and of the same force and effect as original signature pages. Either party shall have the right to record this Agreement in the real property records of Orange County, California.

8. **Estoppels.** Upon request of either Party or Office Tenant, each Party hereto shall execute and deliver within ten (10) business days a certificate confirming the status of this Agreement, including confirmation that this Agreement remains in full force and effect, specifying any defaults hereunder, and confirming such other matters as may be reasonably requested by the party seeking such estoppel. Estoppel certificates issued with respect to this Agreement may be
relied upon by the Parties hereto and Office Tenant, their respective lenders, buyers, tenants, subtenants, investors, partners, and such other parties as may be reasonably designated by the requesting party.

9. **Notices.** All notices required by this Agreement shall be provided in writing and shall be deemed received when (a) personally served, (b) three (3) days after being sent by registered or certified mail, return receipt requested, postage or charges prepaid, or by recognized overnight carrier, or one (1) day after receipt by e-mail and addressed to the Party for whom intended at such Party's address herein specified, or at such other address as such party may have substituted therefor by proper written notice to the others.

**Notice to City shall be sent to:**
Bret Plumlee, City Manager  
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
BPlumlee@cityoflosalamitos.org

With a copy to:  
Michael Daudt, City Attorney  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626  
mdaudt@wss-law.com

**Notice to KPO shall be sent to:**
KATELLA PROPERTY OWNER LLC  
c/o Lincoln Property Company  
150 Paularino, Suite D182  
Costa Mesa, California 92626  
Attention: Parke Miller, Executive Vice President  
Email: PMiller@LPC.com

With a copy to:  
KATELLA PROPERTY OWNER LLC  
c/o Long Wharf Capital LLC  
One Federal Street, 26th Floor  
Boston, MA 02110  
Attention: John Owens, Managing Director  
Email: john.owens@longwharf.com

With a copy to:  
Sheppard Mullin Richter & Hampton LLP  
333 South Hope Street, 43rd Floor  
Los Angeles, California 90071  
Attention: Pamela L. Westhoff  
Email: pwesthoff@sheppardmullin.com
10. Remedies for Default. If either Party defaults in its obligations under this Agreement, the other Party hereto shall have the right to deliver to the defaulting Party a written notice setting forth in reasonable detail the defaults of such Party and giving such defaulting Party five (5) business days to cure the specified defaults or such longer period of time as may be reasonably necessary to cure such default provided that the defaulting party begins to cure such default within such five (5) business day period and thereafter diligently prosecutes the same to completion. If the defaulting Party fails to cure the specified defaults within such cure period, the non-defaulting party shall have the right, but not the obligation, to enter the other Party’s property and to cure the specified defaults at the cost and expense of the defaulting Party. In addition, in the event of a violation or threatened violation of the terms, covenants and conditions of this Agreement, each of City and KPO (or, during the term of an Office Lease, the then current Office Tenant), as well as the City Permittees and the employees, representatives, agents, contractors, guests, and invitees of KPO and, if applicable, Office Tenant, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. In such event, the defaulting Party shall be obligated to reimburse the non-defaulting Party upon demand for the costs of curing the defaults at issue, and if the defaulting Party fails to pay such amounts within thirty (30) days, the non-defaulting Party shall have the right to exercise such rights and remedies as may be available at law or in equity to collect such amounts from the defaulting Party, together with all costs and fees incurred by the non-defaulting Party in enforcing its rights and collecting such amounts.

11. Recitals. The recitals set forth above are hereby incorporated by this reference and are deemed to constitute and integral part of this Agreement.

12. Authorization of Signatories. Each of the undersigned represent that he or she is fully authorized to execute this Agreement on behalf of the entity named above.

13. Entire Agreement; Prior Agreements; Short-Term Deviations; Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any previous agreements, understandings or promises, whether oral or written, regarding such subject matter. Without limiting the generality of the foregoing, this Agreement shall be deemed to supersede any existing or prior agreements or claims with regard to unrecorded easements or other ingress, egress or parking rights held by the Parties on the Office Property or the Civic Center, including, without limitation, any claims for prescriptive easements or other unrecorded rights in, on or for access to the parking areas covered hereby, all of which

-6-
shall be deemed extinguished hereby. Nothing herein shall be deemed a prohibition on the Parties from time to time requesting, negotiating, and/or otherwise agreeing to temporary or short term deviations from the express terms of this Agreement, it being expressly understood and agreed that this Agreement may be modified only by a written instrument executed by the Parties (which during the term of an Office Lease, will include the then current Office Tenant), approved in writing by the Parties (in their respective sole and absolute discretion) and recorded in the real property records. The right to make modifications to this Agreement, in whole or in part, is expressly reserved for the Parties hereto, for themselves and their respective successors in interest, including, but not limited to, an Office Tenant during the term of its Office Lease.

14. **No Public Dedication.** Nothing contained herein shall be a deemed a gift or a dedication of any portion of the Civic Center or the Office Property to the general public for any purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. The City and KPO shall each have the right to post signs at the Civic Center or the Office Property, as applicable, confirming the terms of this Section 14.

15. **Effect of Breach.** No breach or violation or threatened breach or violation of any covenant, condition or restriction contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, affecting any portion of the property herein described.

16. **Severability.** If any clause of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of date written above.

“City”

City of Los Alamitos

By: ____________________________
    Warren Kusumoto
    Mayor

APPROVED AS TO FORM.
Woodruff, Spradlin & Smart, APC

ATTEST:

By: ____________________________
    Windmera Quintanar, MMC
    City Clerk

“KPO”

Katella Property Owner LLC

By: Katella JV Holdings LP,
a Delaware limited partnership,
its sole member

By: Katella JV Holdings GP, Inc.,
a Delaware corporation,
its general partner

By: ____________________________
    Name: _______________________
    Title ________________________

3131 KATELLA AVENUE
City of Los Alamitos
40VY-265832
CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code § 27281, this is to certify that the interest in real property conveyed by the attached Permanent Access and Parking Agreement dated March __, 2019 from Katella Property Owner, LLC., is hereby accepted by the undersigned officer or agent on behalf of the City of Los Alamitos pursuant to authority conferred by the Los Alamitos City Council on ____________, and the City Council consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2019.

Grantee

__________________________________________

on behalf of the City of Los Alamitos
EXHIBIT “A”

Depiction of the Office Project and Civic Center

*boundaries shown are general and not intended to represent property lines.*
EXHIBIT “B”

LEGAL DESCRIPTION OF THE OFFICE PROJECT

Real property in the City of Los Alamitos, County of Orange, State of California, described as follows:

THAT PORTION OF LOT 6 OF TRACT NO. 945, IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 31 PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 6, NORTHERLY THEREON, 235.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 89° 47' 20" WEST 400.00 FEET; THENCE SOUTH 0° 12' 40" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT, 235.21 FEET TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89° 49' 10" WEST ALONG SAID SOUTH LINE TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 6, 1962 IN BOOK 6239 PAGE 583, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST MENTIONED LAND THE FOLLOWING COURSES AND DISTANCES; NORTH 0° 10' 50" EAST 30.00 FEET; THENCE NORTH 81° 02' 51" WEST 152.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81° 13' 41", AN ARC DISTANCE OF 141.77 FEET; THENCE TANGENT TO SAID CURVE NORTH 0° 10' 50" EAST 136.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56° 26' 49", AN ARC DISTANCE OF 246.30 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 6 WHICH PASSES THROUGH A POINT ON THE EAST LINE OF SAID LOT 6 SOUTH 0° 12' 40" WEST THEREON 742.94 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6; THENCE NORTH 89° 49' 07" EAST, ALONG SAID PARALLEL LINE, TO SAID EAST LINE; THENCE SOUTH 0° 12' 40" WEST, ALONG SAID EAST LINE, 262.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE EASTERLY 290.00 FEET, MEASURED ALONG THE NORTH LINE OF SAID LAND.

ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED IN A DEED TO THE CITY OF LOS ALAMITOS, A BODY CORPORATE AND POLITICAL OF THE STATE OF CALIFORNIA, RECORDED NOVEMBER 15, 2002 AS INSTRUMENT NO. 2002001029010 OF OFFICIAL RECORDS.
ALSO EXCEPTING THEREFROM, ALL OIL, GAS, PETROLEUM, NAPTHA AND OTHER
HYDROCARBON SUBSTANCES IN AND UNDER ALL PORTIONS OF THE LAND
HEREINABOVE DESCRIBED, TOGETHER WITH ALL NECESSARY AND CONVENIENT
RIGHTS TO EXPLORE FOR, DEVELOP, PRODUCE, EXTRACT AND TAKE THE SAME,
SUBJECT TO THE EXPRESS LIMITATION THAT ANY AND ALL OPERATIONS FOR
THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF
ANY OF SAID SUBSTANCES SHALL BE CARRIED ON AT LEVELS BELOW THE
DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND BY MEANS OF WELLS,
DERRICKS AND/OR OTHER EQUIPMENT FROM THE SURFACE LOCATIONS ON
ADJOINING OR NEIGHBORING LANDS, AND SUBJECT FURTHER TO THE EXPRESS
LIMITATION THAT THE FOREGOING RESERVATION SHALL IN NO WAY BE
INTERPRETED TO INCLUDE ANY RIGHT OF ENTRY IN AND UPON THE SURFACE OF
THE LAND HEREINABOVE DESCRIBED, AS RESERVED BY THE IRVINE COMPANY,
IN THE DEED RECORDED MARCH 21, 1960, IN BOOK 5154 PAGE 321, OFFICIAL
RECORDS.

APN: 242-212-09
This report recommends actions to begin facilitating the grinding and overlay of the Greenbrook neighborhood and Little Cottonwood Park.

RECOMMENDATIONS

1. Approve the Plans and Specifications for Greenbrook Neighborhood and Little Cottonwood Park Pavement Rehabilitation Improvement Project (CIP No. 18/19-07); and,

2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos proposes to grind and overlay the streets in the Greenbrook neighborhood and the parking lot for Little Cottonwood Park.

DISCUSSION

The following represents an approximate timeline for the completion of the Alley, ADA Ramps and Sidewalk Improvement Project:

- 3/18/19 Approval of plans & specifications by the City Council
- 4/4/19 Advertise project
- 4/19/19 Bid Opening
- 5/20/19 Award of Contract
- 6/3/19 Start of construction
- 6/28/19 End of construction
**FISCAL IMPACT**

Total cost for the projects is estimated to be $464,211. The construction budget for the project is estimated at $385,611 with an additional $40,300 for design and $38,300 for inspection and project administration.

Available funding for the projects is provided as follows:

<table>
<thead>
<tr>
<th>Budget Fiscal Year</th>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td>SB 1 Funds (Gas Tax)</td>
<td>60,931</td>
</tr>
<tr>
<td>2018-19</td>
<td>SB 1 Funds (Gas Tax)</td>
<td>208,280</td>
</tr>
<tr>
<td>2018-19</td>
<td>Measure M</td>
<td>135,000</td>
</tr>
</tbody>
</table>

  **Greenbrook Neighborhood Project** 404,211

<table>
<thead>
<tr>
<th>2018-19</th>
<th>Park Development Fund</th>
<th>60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Little Cottonwood Park Basketball Court/Parking Lot</td>
<td>60,000</td>
</tr>
</tbody>
</table>

**Total Available Funding for Projects** 464,211

Submitted by: David Hunt, City Engineer  
Reviewed by: Les Johnson, Development Services Director  
Fiscal Impact Reviewed by: Maria-Luisa Valdez, CPA, Finance Director  
Approved by: Bret M. Plumlee, City Manager

*Attachment: 1. CIP No. 18/19-07 Bids & Specifications*
NOTICE INVITING BID

CITY OF LOS ALAMITOS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD
AND
LITTLE COTTONWOOD PARK
CIP 18/19-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MARCH 2019

NOTICE TO THE BIDDERS:
1. Contract bid documents: $15 at counter or $25 if purchased by mail (Prepaid amount/non-refundable).
2. Bid bond required – 10% of bid amount to be submitted with bid.
3. Bids must be received by 2:00 p.m. on the 21st day of April 2019
CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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

David Hunt, P. E.
P.E. 30514
Expiration Date: 03-31-20

FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT
SECTION A

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS
NOTICE INVITING SEALED BIDS

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 3191 Katella Avenue, Los Alamitos, CA 90720 up to the hour of 2:00 p.m., on the 3rd day of April, 2019. The bids will be publicly opened and read at 2:00 p.m. on the 21st of April, 2019, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to reconstruct segments of the existing alley west of Reagan Street between Katella Avenue and Green Avenue. In addition, it will include the installations of new ADA Ramps and sidewalk reconstruction in the Apartment Row neighborhood. Portions of the project limits will be removed and reconstructed with Plain Cement Concrete (PCC) pavement over compacted native and longitudinal gutter over compacted native. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs, fence, block wall and private facilities will be protected in place within the limits of the project unless otherwise shown.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720 upon payment of a $15.00 non-refundable fee if picked up, or payment of a $25.00 non-refundable fee if mailed. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor’s license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder’s bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors’ State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors’ State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

“SEALED BID FOR PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
DO NOT OPEN WITH REGULAR MAIL”
The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder’s security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier’s check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder’s bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of $25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact Dave Hunt, at (562) 431-3538 extension 301.

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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO BIDDERS

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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 of 60 WORKING DAYS. The Contractor shall pay to the Agency the sum of $500.00 per day, for each and every calendar day’s delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom
the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Dave Hunt, City of Los Alamitos, (562)-431-3538, ext. 110

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in SECTION C of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in SECTION A - NOTICE INVITING SEALED BIDS. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the EXPERIENCE STATEMENT in SECTION C.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on SECTION C - BID PROPOSAL of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.
In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the BID SCHEDULE in SECTION C are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

**B1.09 TAXES**

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

**B1.10 RECOGNITION OF BONDING COMPANIES**

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

**B1.11 QUALIFICATION OF BIDDERS**

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the EXPERIENCE STATEMENT form provided in SECTION C.

Each bidder shall posses a valid Contractor’s License issued by the Contractor’s State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant
to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

**B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or $10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

**B1.13 PROPOSAL GUARANTEE**

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier’s check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

**B1.14 MODIFICATION OF PROPOSAL**

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

**B1.15 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency’s designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

**B1.16 POSTPONEMENT OF BID OPENING**

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A – NOTICE INVITING SEALED BIDS**.
B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder’s attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or
proposal guarantee accompanying the bid shall become the property of the Agency. After execution by
the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the
flexibility shown in the bid schedule is necessary to ensure a project within the Agency’s budget limits
and constraints.
SECTION C

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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:___________________________________________________________
PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Base Bid

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>COLDMILL EXISTING AC PAVEMENT DEPTH VARIES FROM 2 INCHES TO 0 INCHES AS PER DETAIL &quot;A&quot; ON SHEET 2</td>
<td>180,000</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>COLD MILL EXISTING AC PAVEMENT 0.5 INCH UNIFORM DEPTH</td>
<td>10,000</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>COLDMILL EXISTING AC PAVEMENT 1 INCH UNIFORM DEPTH</td>
<td>5,000</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>CONSTRUCT 2 INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY</td>
<td>1500</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>CONSTRUCT 2.5 INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY</td>
<td>1000</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>REMOVE EXISTING AC &amp; AB AND CONSTRUCT 2 INCH AC OVER 4 INCH AB</td>
<td>80</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2.</td>
<td>200</td>
<td>LF</td>
<td>$</td>
<td>$</td>
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<tr>
<td>8</td>
<td>INSTALL DETECTALE WARNING SURFACE PER SPPWC STD PLAN NO. 111-5.</td>
<td>250</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>REMOVE AND CONSTRUCT SIDEWALK.</td>
<td>500</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>ADJUST SEWER MANHOLE COVERS TO GRADE</td>
<td>17</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>No.</td>
<td>Item Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Item Amount</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>11</td>
<td>ADJUST WATER VALVE COVERS TO GRADE</td>
<td>32</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>CONSTRUCT TYPE II SLURRY SEAL.</td>
<td>43,000</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>SIGNING AND STRIPING</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Subtotal - Schedule A

Bid Schedule Total (Schedule A) $__________________________

Bid Schedule Total (Schedule A) (in words):

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>COLDMILL EXISTING AC PAVEMENT 1 INCH UNIFORM DEPTH</td>
<td>10,000</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>CONSTRUCT 2 INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY</td>
<td>80</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>REMOVE EXISTING AC &amp; AB AND CONSTRUCT 2 INCH AC OVER 4 INCH AB</td>
<td>25</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>SIGNING AND STRIPING</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Subtotal - Schedule B

Bid Schedule Total (Schedule B) $__________________________

Bid Schedule Total (Schedule B) (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.

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total of Schedule A and Schedule B shall be considered.

(Company Name of Bidder)                      (Date)
BID BOND

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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 ......................................, 2018.

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................................., 2018.
BID GUARANTEE

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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: .......................................................................................................................................
BIDDER INFORMATION

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07

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)

.................................................................................................................................................................

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

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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)

.................................................................................................................................................................

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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: ...........................................................
........................................................................................................................................
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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): .............................................................
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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): ........................................................................................................
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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 _____________________________, 2018, at _____________________________, California.

Authorized Representative Signature and Title______________________________________________________________
EXPERIENCE STATEMENT

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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)

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07

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.

<table>
<thead>
<tr>
<th>Name and Address of Subcontractor</th>
<th>Employer Tax Id #</th>
<th>MBE/WBE (Y/N)</th>
<th>Work Subcontracted</th>
<th>Portion of Work (% of Contract Price)</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Name and Address of Subcontractor</td>
<td>Employer Tax Id #</td>
<td>MBE/WBE (Y/N)</td>
<td>Work Subcontracted</td>
<td>Portion of Work (% of Contract Price)</td>
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</table>

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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS
CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER’S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR’S LICENSING LAWS
ARTICLES OF AGREEMENT

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS COMMERCIAL STREET IMPROVEMENT, SPECIFICATION NO. CIP 18/19-04 AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this _ day of Month, 20XX (Council Action Date Here), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a ____________ (State) ___________ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the COMMERCIAL STREET IMPROVEMENT, SPECIFICATION NO. CIP 18/19-04, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

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

**ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars ($____ _____.) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency’s confirmation of CONTRACTOR’S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

**ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general
prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by CONTRACTOR’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a
subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5’) and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4’) involved in the proposed work as follows: CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR’s cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.
In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

**ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representaive, 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: Dave Hunt  
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__.  

________________________________________
AGENCY: ____________________________
Mayor
City of Los Alamitos

DATE

ATTESTED: ____________________________
Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

DATE

APPROVED AS TO FORM: ____________________________
Michael S. Daudt, City Attorney
City of Los Alamitos

DATE

(Execute in duplicate)
PAYMENT BOND

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07

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)

_________________________  
(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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: COMMERCIAL STREET IMPROVEMENT, SPECIFICATION NO. CIP 13/14-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract:

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this_____day of , 20__

Contractor* Name, Title of Signer
SURETY* ………………………………………

Contractor’s Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.
Subscribed and sworn to this___ day of _____________, 20__

NOTARY PUBLIC.......................................................... (SEAL)
MAINTENANCE BOND

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor’s Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Describe Verbally; 50% of Total Contract Amount—To be inserted by Contractor] Dollars ($XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of ______________________, 20__.

Contractor* Contractor’s Signer’s Name, Title
Contractor’s Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY*

________________________________________
________________________________________
________________________________________

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

Subscribed and sworn to this ........ day of ______________________, 20__.

NOTARY PUBLIC.................................................................................................................................(SEAL)
(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _______________ of _______________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation. The bid is genuine and not collusive or
sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements
contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, to any corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has
not paid, and will not pay, any person or entity for such purpose.

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

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

______________________________________
Signature of Declarant

______________________________________
Printed Name of Declarant
WORKERS’ COMPENSATION INSURANCE CERTIFICATE
The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: ______________  ______________  Contractor’s Business Name.
(Contractor)
By:  
(Signature)
(Title)

Attest:  
By:  
(Signature)
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.
ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:
The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and

2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and

3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and

4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days’ written notice.

5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.

6. The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best’s rating of A+ VIII or greater.

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

________________________________________

Authorized Insurance Agent

Date: _________________________________
STATEMENT REGARDING INSURANCE COVERAGE

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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 7-3 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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
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, a 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

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATION
STANDARD SPECIFICATIONS

PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2012 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 600 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. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute (“CSI”) format.

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 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.


Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 “Time of Completion”.

1-3.2 COMMON USAGE

Add the following:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.3 INSTITUTIONS

Add the following:

ACI American Concrete Institute

AGCA Associated General Contractors of America

APWA American Public Works Association

ASME American Society of Mechanical Engineers

CRSI Concrete Reinforcing Steel Institute

CSI Construction Specifications Institute

IEEE Institute of Electric and Electronic Engineers

NFPA National Fire Protection Association

SSS State of California Standard Specifications, latest edition, Department of Transportation
SPECIAL PROVISIONS

SSPWC Standard Specifications for Public Works Construction, as specified in Subsection 0-1
NEMA National Electrical Manufacturers Association

2-1 AWARD AND EXECUTION OF THE CONTRACT

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.

2-3 SUBCONTRACTS

2-3.1 GENERAL

Delete the third paragraph and replace with the following:
Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor’s receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 STATUS OF SUBCONTRACTORS

Delete the paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

2-4 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.

2-5 PLANS AND SPECIFICATIONS

2-5.1 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.

2-6 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.

2-8 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.

2-9 SURVEY

Delete Section 2-9.3. 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.
2-11 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.

4-1 MATERIALS AND WORKMANSHIP

4-1.1 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.

4-1.4 TEST OF MATERIALS

Delete the third, fourth, and fifth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-1.6 TRADE NAMES OR EQUALS

Delete the fourth sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:
Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an “or equal” item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the “or equal” item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed “or equal” item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an “or equal” item.

5-1 LOCATION

Add the following Subsections:

5-1.1 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, refuse collectors, and Los Angeles County Department of Public Works) 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.

5-1.2 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 - CHANGES IN WORK of the SSPWC Standard Specification.

5-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 5-2: “if located as noted in 5-1”.

5-4 RELOCATION

Delete the second sentence of the fourth paragraph and replace 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.

5-5 DELAYS

Delete the last paragraph of this section.

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF 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.

Contractor shall sequence and schedule the work to construct and complete improvements on Cerritos Avenue prior to the work on other streets.

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.
6-6 DELAYS AND EXTENSION OF TIME

6-6.1 GENERAL

Add the following Subsections:

6-6.1.1 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.

6-6.1.2 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 or 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.

6-6.1.3 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 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 EXTENSIONS OF TIME

Add the following Subsection:

6-6.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 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.

6-6.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-6.4 and replace it 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.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

Add the following:

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

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<th>Holiday</th>
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<tr>
<td>New Year’s Day</td>
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<td>Martin Luther King, Jr. Day</td>
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<td>President’s Day</td>
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<tr>
<td>Veteran’s Day</td>
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<tr>
<td>Thanksgiving Day</td>
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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 DAMAGES 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.

6-8  COMPLETION AND ACCEPTANCE

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.1  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.

6-9  LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9  FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars ($500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor’s duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency’s agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.
Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor’s control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-11 GUARANTEE

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 6-8 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.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-12 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 6-13 or other duties required by the Contract Documents.
6-12.2 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.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the “Release on Contract” as provided in Subsection 9-4, 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.

6-13 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 6-12 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 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 “Changed Conditions” and Subsection 6-7.3 “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 6-13 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.

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

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.

7-2 LABOR

7-2.2 LAWS

Delete the last sentence of the second paragraph and replace with the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

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:
7.2.2.1 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.

7.3 LIABILITY INSURANCE

Section 7-3 is replaced in its entirety as follows:

7-3.1 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.

7-3.2 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.

7-3.3 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.

7-3.4 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.

7-3.5 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.

7-3.6 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.

7-3.7 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.

7-3.8 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.

7-3.9 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.

7.3.10 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.
7-4 WORKERS’ COMPENSATION INSURANCE

Section 7-4 shall be replaced in its entirety as follows:

7-4.1 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.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 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.

7-4.2.2 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.

7-4.2.3 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.

7-4.2.4 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.

7-4.2.5 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.

7-4.2.6 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.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR’s insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best’s” Insurance Guide rating of “A:VII.” Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 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.

7-4.2.9 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...
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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.

7-4.2.10 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.

7-4.2.11 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.

7-4.2.12 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.

7-4.2.13 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.

7-4.2.14 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.

7-5 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-7 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.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Add the following Subsection:
7-8.1.2 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.

7-8.6 Water Pollution Control

Add the following to Subsection 7-8.6:

7-8.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 SWPPP Preparation

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 2007, 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.

7-8.6.3 STORM WATER POLLUTION PREVENTION MEASURES

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.
7-8.6.4 STORM WATER POLLUTION PREVENTION - MEASUREMENT AND PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace 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.

Delete the last paragraph and replace with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND 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.

7-10.1 TRAFFIC AND ACCESS

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:

7-10.1.2 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, dated, 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.

**DEVIALIONS 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.**
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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.

7-10.3 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.

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace 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.
Add the following subsection:

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.
STANDARD SPECIFICATIONS
PAVEMENT REHABILITATION IN GREENBROOK NEIGHBORHOOD AND LITTLE COTTONWOOD PARK
SPECIFICATION NO. CIP 18/19-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2015 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 600 per the SSPWC.
PART 2 - CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General. Add the following:

Unless otherwise indicated by the Special Provisions, Alternate Rock Material - Type "S" is specified. Part 4, Section 400, of the Standard Specifications for Public Works Construction will be used, as modified by OC PF&RD Standard Plan 1804.

200-2 UNTREATED BASE MATERIALS

200-2.1 General.

Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. The following is hereby added:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Type B, PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

203-6.4 Asphalt Concrete Mixtures

203-6.4.1 Class and Grade. Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.
The following is hereby added to Subsection 203-6.4.1:

Acceptance as used in this subsection shall mean acceptance of material in production. Air voids will be used for mix design evaluation and for evaluation of material during production for conformance with mix design parameters.

SECTION 211 – MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-1.2 Field Density.

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.
PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

Add the following:

(a) Miscellaneous

In addition to the work outlined in Subsection 300-2 of the Standard Specifications, the following items of work are included 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) Provide for traffic control and all signs, barricades, flashers and temporary striping necessary to maintain proper control, in accordance with "WATCH" including maintaining all travel lanes as required.

(3) 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.

(4) Clearing and removal of debris from site of work.

(5) Removal of structures, as directed by Engineer to be removed or abandoned.

(6) Delay in work necessary to accommodate utility relocations by others.

(7) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

**300-2.1.1 Requirements.**

1. **Bituminous Pavement.** Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

   Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. **Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps.** 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.

**300-2.9 Payment.**

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

Payment for unclassified excavation 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**
300-4.10 Payment. The text of Subsection 300-4.10 of the Standard Specifications is hereby deleted and replaced 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 “remove and 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 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

301-1.7 Payment. Add the following paragraph:

Payment for Adjust Existing Manhole Frames and Covers to Finished Grade shall be paid for at the contract unit price per Each (EA) and shall be considered full compensation and include but not limited to, labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor.

Payment for Adjust Water Valve Box, Can and Cap to Finished Grade shall be paid for at the contract unit price per Each (EA) and shall be considered full compensation and include but not limited to, all costs associated with their adjustment including labor, materials, equipment, tools, traffic control and incidentals needed to complete the work.

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall be according to Section 302-5 of the Standard Specifications for Public Works Construction.

302-5.4 TACK COAT

302-5.4.1 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:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
<th>Typical Properties</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digested whole tire rubber</td>
<td>D36</td>
<td>2</td>
<td>1-3</td>
</tr>
<tr>
<td>Softening Point Degree F</td>
<td>D36</td>
<td>165</td>
<td>160 Min</td>
</tr>
<tr>
<td>Penetration @ 77 Deg. F 100g, 5 sec, Dmm</td>
<td>D-5</td>
<td>16</td>
<td>10 Min</td>
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<tr>
<td>Brookfield Viscosity @ 275 Deg. F cPs*</td>
<td>D4402</td>
<td>975</td>
<td>3000 Max</td>
</tr>
<tr>
<td>Brookfield Viscosity @ 350 Deg. F cPs*</td>
<td>D4402</td>
<td>185</td>
<td>300 Max</td>
</tr>
</tbody>
</table>

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the ARHM or AC, or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as
otherwise directed by the Engineer. If the pavement temperature reaches over 130
degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard
on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been
completed and thoroughly cleaned, and then only so far in advance of placing the
asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on
the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track
Tack shall not be left exposed overnight. Immediately in advance of placing the
overlay, additional tack coat shall be applied as directed by the Engineer, to areas
where the tack coat has been destroyed or otherwise rendered ineffective, and no
additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected
against disfigurement from the asphalt tack coat. Residue of the material shall be
removed from concrete surfaces to return the concrete to its original condition unless
otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-
up. If significant amounts of asphalt tack coat are tracked onto existing adjacent
pavements, the contractor shall be required to clean it off to the satisfaction of the
Engineer or provide a slurry seal to restore the pavement at their own expense. This
shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of
.20 gallons per square yard each with full "break" in between, or .20 gallons per square
yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the
temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall
be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

302-5.4.2 Measurement and Payment - Add the following

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.
Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

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.

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.

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.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT
301-1.7 Payment. Add the following paragraph:

Payment for removal and construction of 6-inch PCC pavement over 90% compacted native shall be paid at the contract price per cubic yard (CY) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing PCC pavement, hauling, disposing, and incidentals for the removal and construction of 6-inch PCC pavement over 90% compacted native and no additional compensation will be made therefor.

Payment for removal of existing AC Pavement and construction of 6-inch PCC pavement over 90% compacted native shall be paid at the contract price per TON and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing AC pavement, hauling, disposing, and incidentals for the removal and construction of 6-inch PCC pavement over 90% compacted native.
pavement over 90% compacted native and no additional compensation will be made therefor.

Payment for Remove and Reinstall Removable Speed Bump shall be paid at the contract price per each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the removal and reinstalla­tion of removable speed bump and no additional compensation will be made therefor.

302-5.5 Distribution and Spreading

302-5.7 Joints.

302-5.9 Measurement and Payment.

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 . All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

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. Color shall be yellow, or City select.

303-5.9 Measurement and Payment . Add:

Payment for removal and construction of 6-inch thick longitudinal gutter shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and construction of existing 6-inch thick longitudinal gutter per SPPWC Std. Plan No. 122-2 and no additional compensation will be made therefor.

Payment for removal and construction of 6-inch thick alley intersection shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and construction of alley intersection per SPPWC Std. Plan No. 130-2 and no additional compensation will be made therefor.

Payment for removal and construction of 6-inch thick alley intersection shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and construction of alley intersection per SPPWC Std. Plan No. 130-2 and no additional compensation will be made therefor.
PART 4 – EXISTING IMPROVEMENTS

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Class C or D ARHM shall be used to patch around all frame and cover sets.

*Subsection 403-1.1 is hereby added to Section 301 of the Standard Specifications as follows:*

403-1.1 Adjustment of Water Valve Box Frame and Cover.

Where shown on the plans or required by the Engineer, the contractor will double adjust (lower prior to paving and raise after paving) or replace water valve box frame pipe risers and covers, to match finished grades. A new valve box or vault shall be provided for every valve installed below the finished grade.

All valve boxes shall be raised within 24 hours of paving. Fire hydrant valves shall be given first priority.

The potable water valve boxes, shall be free of debris and the valve operation nut shall be accessible and operational the same day pavement work is completed. The contractor shall notify the Engineer, prior to replacing or adjusting any potable water valve boxes, if any debris is found in the existing box or riser. Construction operations will not be allowed to continue until all water valve boxes are properly cleaned.

The contractor shall coordinate the work under this item with the work specified under other parts of these specifications and the serving utility company’s requirements.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT.

Adjustment of valve boxes and other structures within the roadway shall conform to Section 302-5.8 of the Standard Specifications for Public Works. Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted valve boxes.

Measurement and Payment

Adjustment of existing facilities shall be considered as included in other bid items.

The contract unit prices paid for adjusting and/or furnishing new materials, as required for valve boxes and other utility facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all of the work involved in referencing, lowering, installing temporary covers and surfacing over, adjusting to grade existing facilities, and installing new facilities, as specified in these Contract Specifications and as directed by the Engineer.
SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT Markers

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans Standard Plans, and Standard Specifications, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," 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 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 56 - SIGNS

56-4 ROADSIDE SIGNS

56-4.03 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 square perforated steel tube posts with break-away base, "Telespar" or equal. The anchor assembly shall consist of a 2" square by 2'-6" anchor post and a 2¼" square by 1'-6" anchor sleeve. The anchor assembly, consisting of the anchor post and anchor sleeve, shall be driven simultaneously until only 1" - 2" remains above ground level. The tops of both pieces shall be flush. All dirt shall be removed from the inside top 8" of the anchor assembly to allow for installation of the sign post. The sign post shall be 1¾" square and installed 6" to 8" into the anchor assembly and secured in place with two 5/16" universal head drive rivets. The rivets shall be installed on the side opposite traffic flow and the side away from traffic. The length of the square sign post shall be sufficient to extend from the top of the sign to 30-inches below the top of the anchor assembly and provide a 7-foot clearance between the finished grade and the bottom of the sign.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.
SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1  GENERAL

84-1.02  Materials. Traffic stripes, pavement markings, and curb marking shall be paint unless otherwise shown on the Plans. Contractor shall repaint any curb markings removed by construction under this contract.

84-1.03C Tolerances and Appearance. 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.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.
84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for traffic striping shall be rapid dry. Paint for crosswalks, stop bars, arrows other pavement legends and curb markings shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or portland cement concrete.

84-3.03 Construction. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat shall include glass beads.

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 85, “Pavement Markers.” Epoxy shall be the Rapid Set type.

84-3.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

SECTION 85 – PAVEMENT MARKERS

85-1.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, “Remove Pavement Markers.”

85-1.04 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.
SUMMARY

The Community Center Roof Repair Project (CIP No. 17/18-02) is complete and in compliance with the plans and specifications. Therefore, Staff recommends that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

RECOMMENDATIONS

1. Accept as complete the construction contract by KJ Construction & Design for the Community Center Roof Repair Project (CIP No. 17/18-02); and,

2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder’s Office; and,

3. Authorize Staff to release the 5% retention to the contractor, in the amount of $4,373.75, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

During the winter storm of 2017, the Community Center roof experienced a significant amount of damage as a result of leakage throughout the building. The areas affected by the leaks consisted of: the slope roof over the kitchen, the craft room, activity rooms 2 and 3 and the flat roof section around the air conditioners over activity rooms 2 and 3. This project also included the repair of the water damaged bathroom in the Community Center.
DISCUSSION

Work on this project is now complete and acceptable to the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

On May 21, 2018 the construction low bid for the project was $46,000. On August 20, 2018, the City Council authorized the City Manager to execute the contract change order for $27,625 for the removal of asbestos and mold. At the mid-year budget review on February 9, 2019, an appropriation for $13,850 was approved for additional mold removal.

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<th>KJ Construction &amp; Design</th>
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<tr>
<td>8/20/2019 Extra</td>
<td>$27,625</td>
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<tr>
<td>2/9/2019 Extra</td>
<td>$13,850</td>
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<tr>
<td><strong>Total Cost of Project</strong></td>
<td><strong>$87,475</strong></td>
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The project is charged to funding available for this project in the Park Development Fund (Fund 40) to the Fiscal Year 2018-19 budget.

Submitted by: David Hunt, City Engineer
Reviewed by: Les Johnson, Development Services Director
Fiscal Impact Reviewed by: Maria-Luisa Valdez, CPA, Finance Director
Approved by: Bret M. Plumlee, City Manager

**Attachment:** 1. Notice of Completion
NOTICE OF COMPLETION/FINAL REPORT

For

The Community Center Roof Repair Project (CIP No. 17/18-02)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of repairing leaks consist of: the slope roof over the kitchen, the craft room, activity rooms 2 and 3 and the flat roof section around the air conditioners over activity rooms 2 and 3.
4. The work was completed on March 1, 2019.
5. The contractor was: KJ Construction & Design, Inc. 7633 Varna Ave, Suite H, North Hollywood, CA 91605

Dated: March 18, 2019

David L. Hunt, P.E. City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA   )
COUNTY OF ORANGE    ) SS

I, David L. Hunt, City Engineer of the City of Los Alamitos, a Municipal Corporation, executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

David L. Hunt, P.E., City Engineer

Dated: March 18, 2019
SUMMARY

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held May 1-3, at the JW Marriott Desert Springs Resort and Spa. Each year, SCAG’s member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

RECOMMENDATION

1. Appoint a representative to attend and serve as the City’s Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,

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

BACKGROUND

Southern California Association of Governments (SCAG) is the nation’s largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to bring together the official representatives of SCAG’s membership and help set the agency’s course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and
counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

**DISCUSSION**

One aspect of SCAG’s 2019 Regional Conference is the General Assembly where the membership considers and takes action on the Fiscal Year budget, SCAG Officers, and proposed amendments to the SCAG Bylaws. The conference will include keynote speakers and panel discussions, an Awards Luncheon, Sponsor’s reception and many excellent networking opportunities with fellow elected officials, VIPs and stakeholders from throughout Southern California.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and Alternate. Designation of the Delegate is consistent with SCAG’s Bylaws.

The Voting Delegate and Alternate must be registered to attend the conference. The City is currently a member of SCAG and therefore registration and one night’s accommodations are free for the City’s voting delegate. Council Member Grose has expressed an interest in attending.

**Fiscal Impact**

Attendance at the conference and one night’s accommodations are provided at no cost for the voting delegate. The adopted Travel Policy allows reimbursement for lodging, associated meals, and mileage reimbursement upon the submittal and approval of an expense report and documentary evidence. Sufficient funds are available in the City Council’s travel and training budget for anticipated costs associated with this conference.

Submitted By: Windmera Quintanar, MMC, City Clerk  
Fiscal Impact Reviewed By: Maria-Luisa Valdez, CPA, Finance Director  
Approved By: Bret M. Plumlee, City Manager

**Attachments:**
1. SCAG Request Letter
2. SCAG Annual Conference Information available online at:  
Subject: SCAG 2nd Notice: Delegate/Alternate Representatives to the General Assembly

***2nd NOTICE: ALL City and County Clerks in the SCAG Region (Los Angeles, Orange, San Bernardino, Riverside, Imperial and Ventura)***

Dear City and County Clerks,

Thank you for those who have sent me the names of your Representatives to SCAG’s General Assembly.

For those who have not, if your city council or county board has already appointed a Delegate and Alternative Representative to SCAG’s General Assembly, please email the names of your representatives to REY@scag.ca.gov as soon as possible.

If your city council or county board has not yet made those appointments, please email a copy of your city’s action or an excerpt from your meeting minutes regarding the appointment of a Delegate or Alternate Representative to REY@scag.ca.gov.

In anticipation of the Annual General Assembly on May 2 – 3, 2019, the Southern California Association of Governments (SCAG) is working to confirm the Delegate Representative and Alternate from your city/county in the SCAG region, as well as to determine if there are any policy proposals for review (see deadline below).

SCAG’s 2019 Regional Conference and General Assembly

- **Date:** Thursday and Friday, May 2-3, 2019
- **Time:** 9AM
- **Location:** JW Marriott Resort & Spa, 74-855 Country Club Drive, Palm Desert, CA 92260

Each city/county Delegate Representative (or Alternate in the absence of the Delegate) will receive a complimentary one-night hotel accommodation at the JW Marriott Resort & Spa for the night of May 2, validated overnight parking and meals during the conference.

Each city/county delegate to SCAG’s General Assembly will also have an opportunity to bring any policy matter, in the form of a proposed resolution or proposed SCAG bylaw revision, before the General Assembly for determination. The *deadline to submit proposed resolutions and/or SCAG bylaw revisions is no later than 5PM, Friday, March 8, 2019.* All proposed resolutions and/or bylaw revisions will be reviewed by SCAG’s Bylaws and Resolutions Committee and thereafter, the Regional Council before being considered at the General Assembly business meeting.
Thank you again for your attention and cooperation. We are looking forward to confirming your representative to the General Assembly!

Sincerely,
Tess
REY@scag.ca.gov

Tess Rey-Chaput, CMC
Clerk of the Board
Tel: (213) 236-1908 | Cell: (808) 799-6971
REY@scag.ca.gov

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

Join SCAG’s Go Human campaign to help reduce collisions and encourage walking and biking in your community.
Learn how: GoHumanSoCal.org
SUMMARY

The Budget Standing Committee will provide a verbal update on the Fiscal Sustainability Plan.

RECOMMENDATION

Receive and file.

BACKGROUND AND DISCUSSION

The Ten-Year Fiscal Sustainability Plan and economic forecast predicts significant financial challenges for the upcoming years for the City of Los Alamitos. In October 2018, City staff presented a Ten-Year Financial Forecast that reflected a long-term General Fund structural deficit.
Based on the current revenue and expenditure assumptions and service levels included in the Forecast, it is projected that fund balance will be depleted by Fiscal Year 2024-25. The current outstanding service levels that the community has come to expect will be significantly impacted, and expenditures will exceed revenues by $3.5 million annually by Fiscal year 2027-28.

Staff has been meeting with the Budget Standing Committee and will continue to meet regularly with them to discuss the development of the Fiscal Sustainability Plan with the objective of eliminating the long-term General Fund structural deficit and providing long-term fiscal sustainability.

On January 14, 2019, staff discussed options with the Budget Standing Committee to discuss the development of the Fiscal Sustainability Plan. Topics discussed included potential options to close the long-term General Fund structural deficit. Also, the Police Department management staff made presentations to the Budget Standing Committee to explain the services they currently offer and potential programs and functional areas that could be reduced and/or eliminated along with the potential fiscal savings and associated service level impact. On February 11, 2019, staff presented “Fiscal Sustainability Worksheets” to detail all pros and cons regarding the revenue enhancing options. Additionally, the Development Services Director made a presentation to the Budget Standing Committee regarding potential savings associated service level impact within the department. On March 11, 2019, staff presented the pros and cons regarding the expenditure-savings options for gap closure for long-term sustainability. Staff also reviewed an updated 15-year Financial Forecast. Additionally, the Recreation and Community Services Department did a similar presentation to the Budget Standing Committee detailing the gap closure options related the department.

The Budget Standing Committee will provide continual updates to the City Council on the process being made. The Fiscal Sustainability Manager is scheduled to commence work at the City within the next week and the target is to start community outreach meetings in July 2019.

Submitted By: Maria-Luisa Valdez, CPA, Finance Director
Approved By: Bret M. Plumlee, City Manager