



AGENDA

Garden Grove City
Council

Tuesday, June 26, 2018

6:30 PM

Community Meeting
Center, 11300 Stanford
Avenue, Garden Grove,
CA 92840

Steven R. Jones

Mayor

Kris Beard

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a

spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

ROLL CALL: COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BEARD, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Jack and Marge Wallin as the 2018 Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.
- 1.b. Community Spotlight in recognition of the Garden Grove Strawberry Festival Association for organizing the 2018 Garden Grove Strawberry Festival.
- 1.c. Presentation: In recognition of the 13 AmeriCorps members after completing 100 hours of required service to their community as presented by Mark Surmanian with the Boys & Girls Club of Garden Grove.
- 1.d. Presentation: Orange County Mosquito and Vector Control update.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 3.a. Acceptance of the Public Works Animal Services Building Project located at 13802 Newhope Street, Garden Grove, as complete.
(Action Item)

- 3.b. Approval of Final Tract Map No. 18078 and Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove. (*Action Item*)
- 3.c. Authorize the issuance of a purchase order to Fire Service Specification & Supply for extrication equipment. (Cost: \$25,566.92) (*Action Item*)
- 3.d. Authorize the issuance of a purchase order to Dangelo Company to purchase 50 Clow Wet Barrel Fire Hydrants. (Cost: \$90,094.09) (*Action Item*)
- 3.e. Authorization to void unclaimed checks deposited with the City after three years from the date of issuance. (Revenue: \$143,514.02) (*Action Item*)
- 3.f. Receive and file minutes from the meeting held on June 12, 2018. (*Action Item*)
- 3.g. Approval of warrants. (*Action Item*)
- 3.h. Approval to waive full reading of Ordinances presented. (*Action Item*)

4. PUBLIC HEARINGS

(*Motion to approve will include adoption of each Resolution unless otherwise stated.*)

- 4.a. Adoption of a Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report and levying an assessment for Fiscal Year 2018/2019. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Adoption of Budget Resolutions amending Fiscal Year 2018-19 proposed budgets. (*Action Item*)
- 5.b. Approval of an Amendment to the Agreement with Geo Group Inc., for Fiscal Year 2018/19 to provide jail booking and security. (Cost: \$562,347) (*Action Item*)
- 5.c. Award of contract to KOA Corporation to provide inspection services for Project Nos. 7164, 7131, 7132, and 7134 - Traffic Signal Modifications and Installation of Pedestrian Countdown Signal Heads at Various Locations. (Cost: \$83,000)(*Action Item*)
- 5.d. Award of contract to PTM General Engineering Services, Inc., for construction of Project Nos. 7164, 7131, 7132, and 7134 - Traffic Signal Modifications and Pedestrian Countdown Signal Heads at Various Locations. (Cost: \$939,039) (*Action Item*)
- 5.e. Award of contract to Southern Counties Oil Co. dba SC Fuels to provide fuel and fuel management for City vehicles. (\$3,000,000) (*Action Item*)

6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

6.a. Second reading and adoption of Ordinance No. 2893

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE OF SAID OVERRIDE. (*Action Item*)

7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

7.a. Update on the upcoming July 4th holiday Public Safety preparation as requested by Mayor Pro Tem Beard.

7.b. Update on traffic safety and security concerns in District 6 as requested by Council Member Kim Nguyen.

8. ADJOURNMENT

The next Regular Meeting of the City Council will be held on Tuesday, July 10, 2018, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Acceptance of the Public Works Animal Services Building Project located at 13802 Newhope Street, Garden Grove, as complete.
(Action Item) Date: 6/26/2018

OBJECTIVE

For the City Council to accept the Public Works Animal Services Building Project as complete.

BACKGROUND

The contractor, OCC Builders Inc., has completed the project as specified. The project was awarded on March 28, 2017, with a total bid amount of \$145,000.

DISCUSSION

The project consisted of constructing interior office, restroom, and animal storage space in an existing metal building located at the Municipal Service Center. The following is a financial statement for final payment:

Original Contract Price	\$145,000
Change Orders	\$ 0
Total	\$145,000
Value of Work Completed	\$145,000
Less Retention	\$ 7,250
Total Less Retention	\$137,750
Previous Payments	\$137,750
Amount Due/Final Payment	\$ 7,250
Total Project Value to Date	\$145,000

FINANCIAL IMPACT

The financial impact of this project is \$145,000.00. Funds are encumbered in Fiscal Year 2017/2018 under Purchase Order Number 156172.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Public Works Animal Services Building Project as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Phillip Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	6/18/2018	Backup Material	6-26-18_NOC_Animal_Services.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that The City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

ANIMAL SERVICES BUILDING PROJECT
LOCATED AT 13802 NEWHOPE ST. GARDEN GROVE, CA 92843

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with

OCC BUILDERS INC.

on the 26th day of JUNE, 2018, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the Public Works Director has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 3rd day of MARCH, 2018; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement herein above described and the use thereof after said completion; that the property herein above referred to and on which said public improvement is situated is described as follows, to wit:

ANIMAL SERVICES BUILDING PROJECT
LOCATED AT 13802 NEWHOPE ST. GARDEN GROVE, CA 92843

NAME OF SURETY on Labor and Material Bond is: The Ohio Casualty Insurance Company
71 Stevenson Street, Suite 600,
San Francisco, CA 94105
Tel No. (415) 537-2503

DATED this 26th day of June 20 18

CITY OF GARDEN GROVE

By _____
City Manager of the City of the
Garden Grove

ATTEST:

City Clerk of the City of Garden Grove

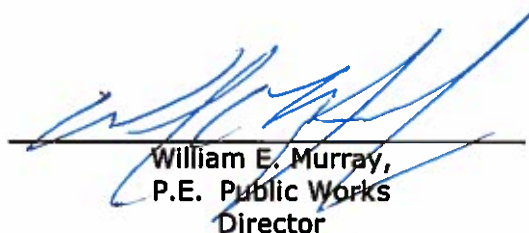
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Public Works Director of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on June 26, 2018 at Garden Grove, California
(Date) (Place)



William E. Murray,
P.E. Public Works
Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Final Tract Map No. 18078 and Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove. (Action Item)		
		Date:	6/26/2018

OBJECTIVE

To receive City Council approval of Final Tract Map No. TR 18078 and a Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove (on the south side of Garden Grove Boulevard, east of Euclid Street).

BACKGROUND

On February 16, 2017, pursuant to Planning Commission Resolution No. 5880-17, the Applicant, received approval of Site Plan No. SP-034-2017 and Tentative Tract Map No. TT-1792. A copy of Planning Resolution No. 5880-17 is attached.

DISCUSSION

The Tract Map will consolidate the three parcels into a single property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Garden Grove. The applicant is proposing to construct a 16-unit project that includes new commercial space in work-live units along Garden Grove Boulevard and new residential units. Easements for a public utility, vehicle access, domestic water, and appurtenances have been dedicated.

The Subdivision Improvement Agreement requires the posting of Subdivision Improvement Bonds to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements, and survey monumentation.

Staff has reviewed all the subdivision documentation mandated by City Ordinances and the Subdivision Map Act and finds this map to be in compliance.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 18078 and the Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove, and accept the Subdivision Improvement Bonds; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modification as appropriate.

By: Kamyar Dibaj, MS, Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
TRACT MAP 18078 PG 1	6/12/2018	Backup Material	6-26-18_TRACT_18078-SHEET_1.pdf
TRACT MAP 18078 PG 2	6/12/2018	Backup Material	6-26-18_TRACT_18078-SHEET_2.pdf
Subdivision Agreement	6/21/2018	Backup Material	Subdivision_Agreement.pdf
Planning Resolution	6/19/2018	Resolution	6-26-18_Planning_Resolution.pdf

SHEET 1 OF 2 SHEETS
ALL OF VESTING TENTATIVE TRACT NO. 18078
NUMBER OF LOTS : 1 NUMBERED
TOTAL AREA:
GROSS/NET= 28,218 SQ. FT.
DATE OF SURVEY: JULY 2016

TRACT NO. 18078

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 30, 31 AND 32 OF BLOCK B OF TRACT NO. 1089 AS SHOWN ON A MAP RECORDED IN BOOK 39, PAGES 13 AND 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE EAST HALF OF ELMWOOD STREET LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 30, AS ABANDONED BY RESOLUTION NO. 3661-69 OF THE CITY COUNCIL OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1969 IN BOOK 8921, PAGE 815, OF OFFICIAL RECORDS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DMS CONSULTANTS, INC.

JULY 2016

CHARLES A. TUGGLE L.S. 4025

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK-RECORDER

BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

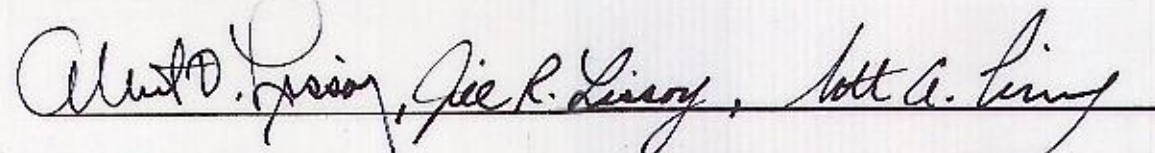
WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE

1. A BLANKET EASEMENT FOR WATER SYSTEM AND APPURTENANCES ACROSS LOT 1, EXCLUDING AREAS BENEATH STRUCTURES, INCLUDING ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
2. A BLANKET EASEMENT FOR INSPECTION AND MONITORING OF WATER QUALITY BEST MANAGEMENT PRACTICES AND STRUCTURAL INSTALLATIONS RELATED TO LOW IMPACT DESIGN IMPROVEMENTS.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BOULEVARD EXCEPT AT APPROVED ACCESS LOCATIONS.

ALBERT O. LISSOY, JILL R. LISSOY AND SCOTT A. LISSOY, TRUSTEES OF THE LISSOY FAMILY TRUST U/D/O JUNE 17, 1996


TITLE: Trustees

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)SS
COUNTY OF ORANGE)

ON DECEMBER 13, 2017 BEFORE ME, IRA D. GLASKY, A NOTARY PUBLIC, PERSONALLY APPEARED ALBERT O. LISSOY, JILL R. LISSOY, and SCOTT A. LISSOY

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

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

WITNESS MY HAND :

SIGNATURE: 
NOTARY PUBLIC IN AND FOR SAID STATE

IRA D. GLASKY
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS
IN ORANGE COUNTY.

MY COMMISSION EXPIRES: MARCH 26, 2021
COMMISSION # 2104907

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
)SS
COUNTY OF ORANGE)

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

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

DATED THIS _____ DAY OF _____, 2017.

SHARI L. FREIDERICH BY:
COUNTY TREASURER-TAX COLLECTOR TREASURER-TAX COLLECTOR

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
CITY OF GARDEN GROVE) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2017, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

WE ALSO HEREBY ABANDON PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF GARDEN GROVE RECORDED ON APRIL 8, 1969 AS INSTRUMENT NO. 5876 IN BOOK 8921, PAGE 815 OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE.

1. THE BLANKET EASEMENT FOR WATER SYSTEM AND APPURTENANCES ACROSS LOT 1, EXCLUDING AREAS BENEATH STRUCTURES, INCLUDING ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY AS DEDICATED.
2. THE BLANKET EASEMENT FOR INSPECTION AND MONITORING OF WATER QUALITY BEST MANAGEMENT PRACTICES AND STRUCTURAL INSTALLATIONS RELATED TO LOW IMPACT DESIGN IMPROVEMENTS AS DEDICATED.
3. THE VEHICULAR ACCESS RIGHTS TO GARDEN GROVE AS RELEASED AND RELINQUISHED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.

DATED THIS _____ DAY OF _____, 2017.

RUTH E. SMITH
CITY CLERK OF THE CITY OF GARDEN GROVE

SIGNATURE OMISSION NOTES

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

1. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES RECORDED IN BOOK 1755, PAGE 208 OF OFFICIAL RECORDS.
2. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES RECORDED IN BOOK 1757, PAGE 380 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALBERT O. LISSOY, JILL R. LISSOY AND SCOTT A. LISSOY IN JULY 2016. I HEREBY STATE THAT AT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS BY DECEMBER 15, 2018; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

CHARLES A. TUGGLE
L.S. 4025
EXPIRATION DATE : 06/30/18
DATE : _____

COUNTY SURVEYOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 2017

KEVIN R. HILLS, COUNTY SURVEYOR, LS 6617

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2017.

DANIEL J. CANDELARIA
CITY ENGINEER OF GARDEN GROVE
R.C.E. NO 52125
EXPIRATION DATE : 12/31/2018

SHEET 2 OF 2 SHEETS
ALL OF VESTING TENTATIVE TRACT NO. 18078
NUMBER OF LOTS : 1 NUMBERED
TOTAL AREA:
GROSS/NET= 28,218 SQ. FT.
DATE OF SURVEY: JULY 2016

TRACT NO. 18078

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
DMS CONSULTANTS, INC. CHARLES A. TUGGLE L.S. 4025
BOUNDARY ESTABLISHMENT & GPS CONTROL SCHEME MAP

SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS
AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS
MAP AS ESTABLISHED HEREON.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING
BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3033 &
STATION GPS NO. 3055 BEING NORTH 89°51'19" WEST PER
RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY
SURVEYOR.

MONUMENT NOTES

- INDICATES FOUND MONUMENTS AS NOTED
- SET 2" I.P. TAGGED "LS 4025", OR A LEAD & TAG STAMPED "LS 4025" SET IN CONC. OR A NAIL & TAG STAMPED "LS 4025" SET IN CONC. OR A 8" SPIKE & WASHER STAMPED "LS 4025" IN ASPHALT OR A TAG "LS 4025" SECURED WITH EPOXY AT ALL TRACT BOUNDARY/CORNERS.
- SFN SEARCHED, FOUND NOTHING
- ▲ INDICATES OCS GPS HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

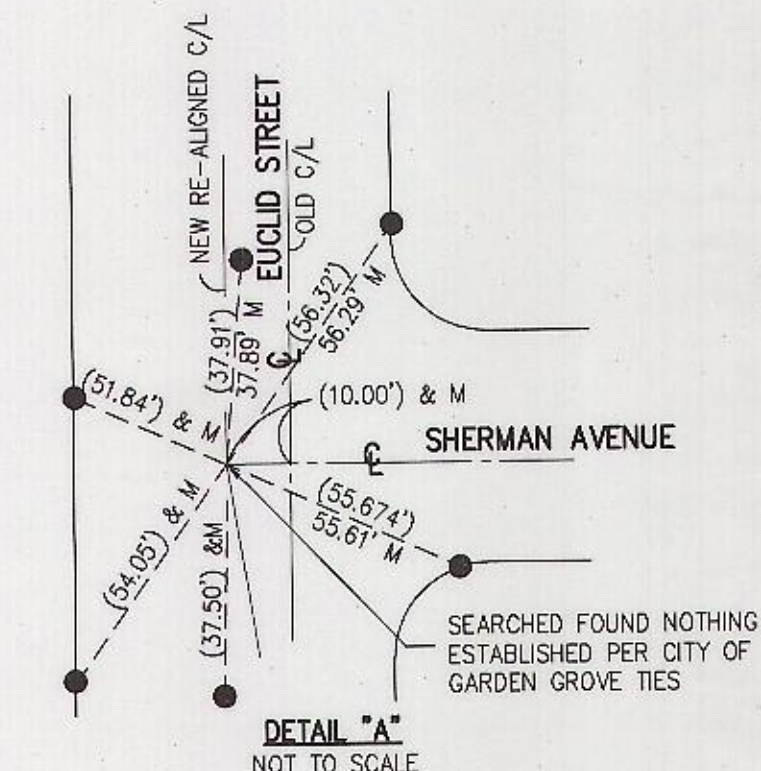
MONUMENTS TO BE SET ON/OR BEFORE DECEMBER 15, 2018

RECORD MAPS & DATA NOTES

- (R1) INDICATES RECORD DATA PER TRACT NO. 1089, MM 39/13-14.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY NO. 2014-1124, RSB 274/10.
- (R3) INDICATES RECORD DATA PER TRACT NO. 1231, MM 40/28-29.
- (R4) INDICATES RECORD DATA PER PARCEL MAP NO. 87-310, PMB 227/47-48.
- (R5) INDICATES RECORD DATA PER RSB 15/7.

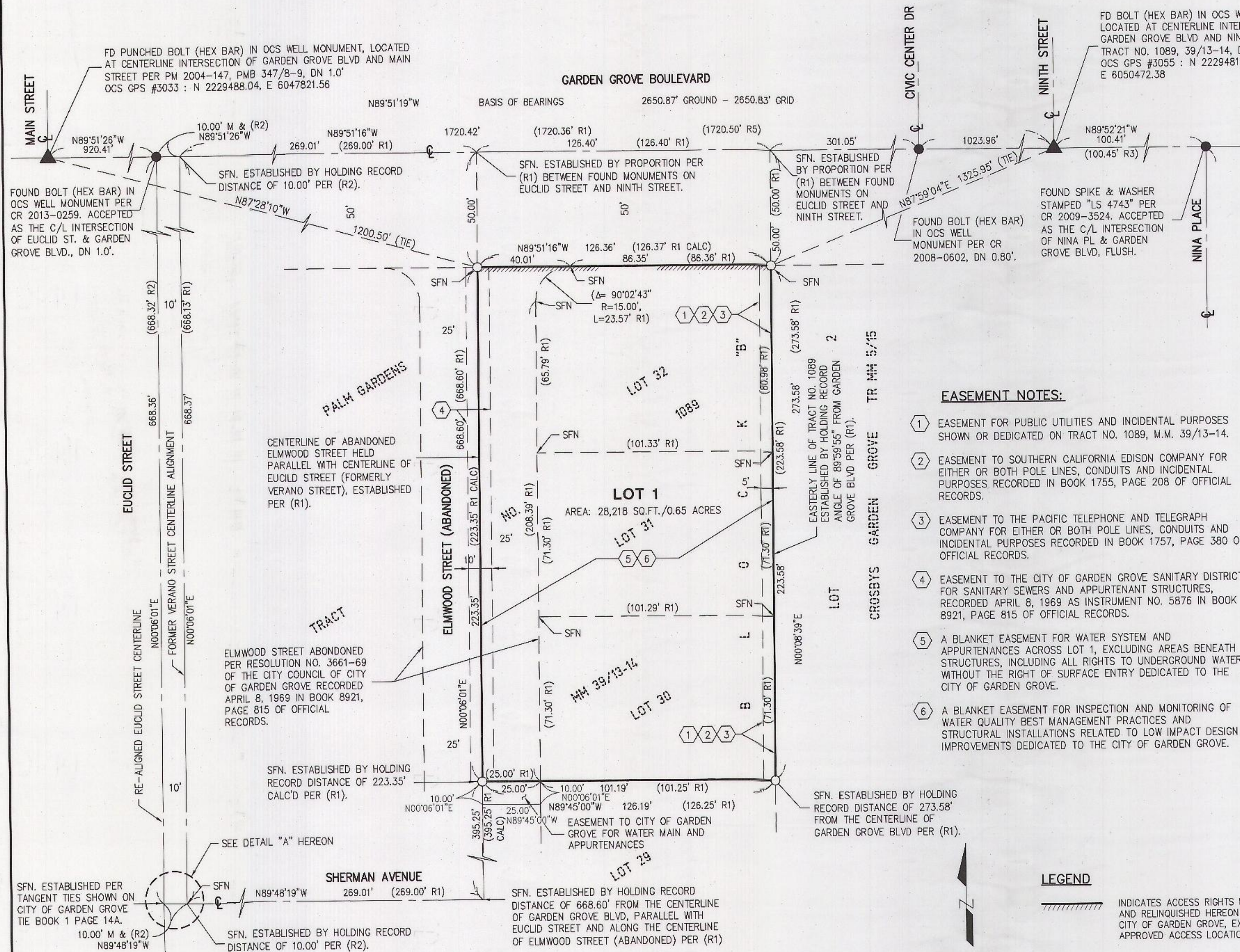
DATUM STATEMENT

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD,
(2007.00 EPOCH OCS GPS ADJUSTMENT).
ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND
DISTANCE BY 0.99998475 (PROJECT SPECIFIC)



LEGEND FOR DETAIL "A" ONLY

- FOUND LEAD & TAG, STAMPED "GG SURVEY" PER CITY TIE BOOK 1, PAGE 14A.
- () RECORD DISTANCE PER CITY OF GARDEN GROVE TIE BOOK 1, PAGE 14A DATED JUNE 21, 1996
- (M) MEASURED DISTANCE



SCALE : 1"=30'

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: FAR WEST INDUSTRIES

TRACT MAP NO. 18078

THIS AGREEMENT is made this 26th day of June, 2018, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **FAR WEST INDUSTRIES**. ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No 18078 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
4. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements.
5. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
6. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
7. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and in consideration of the CITY's approving the Final Map and permitting development of the Project to proceed, CITY's acceptance of the streets, easement, and other improvements offered for dedication by SUBDIVIDER, and the mutual promises contained herein, the Parties mutually agree as follows:

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein by reference, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$257,538.00.
2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds (or a cash deposit or instrument of credit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588.	Faithful Performance	\$257,538.00
50% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588	Labor & Material	\$127,765.22
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$4,500.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney. Any instrument of credit provided in lieu of bonds shall from a qualified financial institution, and in a form, acceptable to CITY.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.
4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER and all contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER and all contractors and subcontractors shall not commence work under this Agreement until all required insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Contractors and Subcontractors.** SUBDIVIDER shall require all contractors and subcontractors engaged in construction or installation of the Improvements to obtain and maintain the same insurance coverage as required of SUBDIVIDER herein, and shall require such contractors and subcontractors to agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER shall be

responsible to collect and maintain all insurance from all contractors and subcontractors. Should the insurance carrier for any contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement.

7.3 **Workers Compensation Insurance.** SUBDIVIDER shall obtain and maintain Workers Compensation Insurance prior to commencing any work hereunder in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts.** SUBDIVIDER shall provide and maintain and shall cause its contractors and all subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance prior to commencing any work hereunder:

(a) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than of \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 7.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER. SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 7.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees,

agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDER's insurance and shall not contribute with it.

The insurer for each policy of insurance required pursuant to this Agreement shall waive its rights of subrogation and provide a waiver of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

In the event any of SUBDIVIDER's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

If SUBDIVIDER maintains higher insurance limits than the minimums shown above, SUBDIVIDER shall provide coverage for the higher insurance limits otherwise maintained by the SUBDIVIDER.

7.5 Indemnification.

- A. SUBDIVIDER agrees to protect, defend, and hold harmless CITY and its officials, officers, employees and agents from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees for injury to or death of any person, damage to property, interference with use of property, and monetary damages of any nature resulting from, arising out of, or in any way connected with performance of the Agreement by SUBDIVIDER and its agents, officers, employees, subcontractors, or independent contractors hired by SUBDIVIDER. The only exception to SUBDIVIDER'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.
- B. CITY does not, and shall not waive any rights against SUBDIVIDER, which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

8. Default.

- 8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such

remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

- 8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.
- 8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.
10. **Labor.**
- 10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.

10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

11. **Change of Subdivider.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by SUBDIVIDER. The notice shall include the name and address of the new subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. SUBDIVIDER's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.

12. **General Provisions.** It is mutually agreed as follows:

12.1 **Assignment or Delegation.** Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.

12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.

12.3 **Compliance with Law.** SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12.4 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

If to SUBDIVIDER:
Far West Industries
Attn: Jorge Alvarez
2922 Daimler Street
Santa Ana, California 92705

If to CITY:

City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

12.6 **Licenses, Permits, Fees, and Assessments.** At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.

12.7 **Time of Essence.** Time is of the essence in the performance of this Agreement.

12.8 **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.

12.9 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

12.10 **Modification.** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.

12.11 **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

12.12 **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.

12.13 **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

12.14 **Preservation of Agreement.** Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.

13. **Mutual Agreement.** The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"
CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

City Clerk
Date: _____

"SUBDIVIDER"

FAR WEST INDUSTRIES

By: _____

Date: _____

Name: David Graves

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

If SUBDIVIDER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

INSTRUCTIONS: If SUBDIVIDER is a corporation or limited liability company, the Agreement must be executed in the corporate/LLC name and signed by the President or a Vice-President and the Secretary or Assistant Secretary. If SUBDIVIDER is a limited liability company with designated centralized management (i.e., those that specifically designate in their articles of organization that they will be managed by a manager or managers), the Agreement must be executed in the LLC's name and signed by at least *two managers* (or by one manager in the case of an LLC whose articles of organization state that it is managed by only one manager). If SUBDIVIDER is a partnership, it must be signed by all general partners. If SUBDIVIDER is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be included.

EXHIBIT A

Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		GRADING IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	2,000	CY	3.78	\$ 7,560.00
2	Import	80	CY	4.10	\$ 328.00
3	4" AC over 8: Class II AB	4,806	SF	3.90	\$ 18,743.40
4	Concrete curb Type A-6 per City Std. B-112	365	LF	15.00	\$ 5,475.00
5	Eco-Stone permeable pavers over 18" thick open graded gravel base	1,284	SF	6.50	\$ 8,346.00
6	6" dia. SCH 40 PVC drain pipe	110	LF	20.00	\$ 2,200.00
7	Rectangular channel	42	LF	30.00	\$ 1,260.00
8	6" dia. PVC perforated pipe in gravel bed	270	LF	30.00	\$ 8,100.00
9	Overflow junction with solid frame	2	EA	1,000.00	\$ 2,000.00
10	Slough wall with 6' high wrought iron fence	92	LF	50.00	\$ 4,600.00
11	Slough wall 1' high	195	LF	30.00	\$ 5,850.00
12	Full depth AC	82	LF	5.00	\$ 410.00
13	Handrail	26	LF	40.00	\$ 1,040.00
14	Brooks drain box with traffic grate #2424	1	EA	600.00	\$ 600.00
15	3' wide concrete alley gutter	105	LF	15.00	\$ 1,575.00
16	4" thick concrete walkway per City Std. B-105	1,985	SF	10.00	\$ 19,850.00
17	4" thick white paint	1	LS	500.00	\$ 500.00
18	Observation well	4	EA	200.00	\$ 800.00
19	Channel drain	25	LF	10.00	\$ 250.00
20	6" PCC over 6" base	134	SF	4.00	\$ 536.00
21	Eco-Stone paves over 6" gravel	650	SF	6.00	\$ 3,900.00
22	6' high wrought iron fence	268	LF	40.00	\$ 10,720.00
Total Engineer's Estimate					\$ 104,643.40

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		STREET IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete curb and gutter Type C-8 per City Std. B-113	82	LF	10.00	\$ 820.00
2	Parkway drain culvert per APWA Std. 151-2	3	EA	3,200.00	\$ 9,600.00
3	Driveway per City Std. B-120	308	SF	20.00	\$ 6,160.00
4	PCC sidewalk per City Std. B-106	786	SF	10.00	\$ 7,860.00
5	Remove existing tree and tree well and reconstruct tree well per City Std. 217	1	LS	1,000.00	\$ 1,000.00
Total Engineer's Estimate					\$ 25,440.00

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
Tract 18078 - Garden Grove
11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		WATER IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	8" PVC AWWA C-900 DR14 Class 305 water main	355	LF	60.00	\$ 21,300.00
2	6" PVC AWWA C-900 DR14 Class 305 water main	64	LF	55.00	\$ 3,520.00
3	12"x8" S.S. tapping sleeve and tapping valve with restraints per City Std. B-750	1	EA	6,000.00	\$ 6,000.00
4	Wet barrel fire hydrant assembly per City Std. B-702	1	EA	6,000.00	\$ 6,000.00
5	1" water service per City Std. B-719 with traffic grate	16	EA	1,000.00	\$ 16,000.00
6	2" blow off valve per City Std. 744	2	EA	1,400.00	\$ 2,800.00
7	Concrete anchor block per City Std. B-710	5	EA	300.00	\$ 1,500.00
8	8"x6" reducer	2	EA	600.00	\$ 1,200.00
9	8"x8"x8" tee	1	EA	800.00	\$ 800.00
10	8" 90° elbow	2	EA	400.00	\$ 800.00
11	6" resilient wedge gate valve	3	EA	1,800.00	\$ 5,400.00
12	Cut and plug existing 6" water line and abandon in place	LS	LS	2,000.00	\$ 2,000.00
13	Street resurfacing and trench backfill per City Std. B-134	278	SF	5.00	\$ 1,390.00
14	2" sleeve	84	LF	10.00	\$ 840.00
15	8" resilient wedge gate valve	1	EA	2,500.00	\$ 2,500.00
16	6" 90° elbow	1	EA	600.00	\$ 600.00
17	6"x6"x6" tee	1	EA	500.00	\$ 500.00
18	1" water service per City Std. B-719 (irrigation purposes)	1	EA	2,500.00	\$ 2,500.00
Total Engineer's Estimate					\$ 75,650.00

DMS Consultants, Inc.
Surender Dewan, P.E.
34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		SEWER IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Sewer manhole per City Std. S-100	2	EA	5,500.00	\$ 11,000.00
2	Sewer cleanout per CPC	19	EA	58.75	\$ 1,116.25
3	6" dia. Extra strength VCP sewer pipe per City Std S-106	55	EA	320.00	\$ 17,600.00
4	6" dia. PVC SDR 35 sewer pipe per CPC	286	LF	30.00	\$ 8,580.00
5	4" PVC SDR sewer lateral per CPC	290	LF	39.66	\$ 11,501.40
Total Engineer's Estimate					\$ 49,797.65

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



EXHIBIT B

DMS
CONSULTANTS, INC.
CIVIL ENGINEERS

June 4, 2018

Kamyar Dijab
Associate Engineer
City of Garden Grove
11222 Acacia Parkway,
Garden Grove, CA 92840

SUBJECT: Tract 18078

Dear Mr. Dijab:

This is to state that our fee to the Developer for setting the monuments indicated on the Final Tract Map for the subject project will be \$4,500.00.

The monuments as indicated will be set on or before 30 days after acceptance of final improvements by the City.

If you have any questions please contact the undersigned.

Sincerely,
DMS Consultants, Inc.



Surender Dewan, P.E.
President



RESOLUTION NO. 5880-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017 AND TENTATIVE TRACT MAP NO. TT-17928 FOR THREE CONTIGUOUS PROPERTIES THAT ARE LOCATED ON THE SOUTH SIDE OF GARDEN GROVE BOULEVARD, EAST OF EUCLID STREET, AT 11222 GARDEN GROVE BOULEVARD, ASSESSOR PARCEL NOS. 100-013-09, 100-013-10, AND 100-013-13.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session, assembled on February 16, 2017, and approved Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. 17928, subject to the Conditions of Approval attached hereto as "Exhibit A", and subject to the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-1792, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Far West Industries (the "Applicant").
2. The Applicant has requested approval of a Site Plan to construct a 16-unit mixed use development that includes two (2) work-live and 14 residential units on a vacant 28,232 square foot site, a Conditional Use Permit for two work-live units with a tandem format for their parking, and a Tentative Tract Map to consolidate the site into a single parcel with condominiums. A Development Agreement incorporating these proposed land use entitlements is also proposed.
3. Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332). The proposed project consists of an in-fill development on a site of less than five acres, substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare, or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The properties have a General Plan Land Use designation of Civic Center Mixed Use, and are currently zoned CC-3 (Civic Center Core). The subject site is currently vacant.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.

6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on February 16, 2017, and all interested persons were given an opportunity to be heard.
8. Concurrently with adoption of this Resolution, on February 16, 2017, the Planning Commission adopted Resolution No. 5881-17, recommending that the City Council approve Development Agreement No. DA-005-2017 for the Project. The facts and findings set forth in Planning Commission Resolution No. 5880-17 are hereby incorporated into this Resolution by reference.
9. The Planning Commission gave due and careful consideration to the matter during its meeting of February 16, 2017.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030 are as follows:

FACTS:

The site at 11222 Garden Grove Boulevard has been vacant for many years. A restaurant was previously on the site and building permit records show construction of a 2,680 sq. ft. restaurant in 1960. The owner mentioned that there was a Coffee Shop on the site, built in 1955 and remembers the original name as Craig's Family Restaurant.

The site is three contiguous parcels on the south side of Garden Grove Boulevard, and is the second frontage east of Euclid Street. It sits between the office building owned by Informative Research at the southwest corner of Euclid Street and Garden Grove Boulevard and the Lincoln Educational Training Center, owned by the Garden Grove School District, to the east.

The property was included in the 2012 rezoning of properties to Mixed Use and is zoned CC-3, Civic Center Core.

The applicant is proposing to construct a 16-unit project that meets the requirements of the Civic Center Core zoning. The project includes two (2) new work-live units along Garden Grove Boulevard and 14 new residential units.

A request for a Tentative Tract Map will consolidate the three parcels which have existed since the restaurant and parking lot where on the site. The Tentative Tract Map will consolidate the parcels into a single property with 16 condominium units.

The development is designed with buildings on both side of a central drive aisle. The work-live units have commercial spaces along the sidewalk on Garden Grove Boulevard and attached residential units on top. As required by the code, the

commercial façade has 18 foot high ground floor spaces with large storefront windows.

Residential units flank the drive aisle with four (4) on each side behind the work-live units. There are two buildings at the back of the lot that each contain three (3) units. The rear units have the only single bedroom units; one per building. All other residential units are 2-bedroom.

The project provides more open space than required and these areas are a mix of an active recreation area, passive walkway areas, and individual decks and balconies.

Work-live units are permitted in the CC-3 zone with a Conditional Use Permit. The two (2) work-live units in the development provide the required pedestrian-oriented storefronts along Garden Grove Boulevard and allow a business operator to live above. The work-live units implement Policy LU-1.6 for the General Plan's Land Use Element, "to encourage workplace development in close proximity to residences in areas designated as Mixed Use". Uses in the work-live units are restricted to make the project compatible with the other residences on the site and the surrounding area.

Parking meets the mixed-use requirements with 2-enclosed garage spaces for each unit along with open visitor spaces. The work-live units are permitted to provide a tandem format for their parking through a conditional use permit. The work-live units will be adequately parked as the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts along with the two private tandem spaces in the garages of the work-live units. Mixed-use parking standards allow for the sharing of some spaces as a daytime commercial user is typically gone by the time a residential guest needs the space at night.

The project is designed to be an attractive, modern development. The development furthers the intent of Downtown Civic Center by "encouraging civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities" (Section 9.18.010.20 Mixed Use Zones Establishment and Intent, Title 9).

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan is consistent with the General Plan and complies with the spirit and intent of the provisions, conditions and requirements of the Municipal Code and other applicable ordinances.

The subject site has a General Plan land use designation of Civic Center Mixed Use (CCMU) and is zoned CC-3 (Civic Center Core). The proposed project of 16 units, two (2) work-live and 14 residential, with commercial storefronts along the Garden Grove Boulevard frontage meets the intent of the Civic Center Land Use designation from the General Plan that calls for "mid-rise, mixed use buildings that have a human scale and front on pedestrian-friendly streets". "These buildings are to be articulated with first-floor shops and have offices or residences above." The proposal is consistent with several policies from the General Plan's Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use and Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses. The Site Plan complies with both the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposal complies with the requirements of the CC-3 zone to allow multiple-family residential projects on the subject site only with a commercial component along Garden Grove Boulevard. The design of the site, placement of buildings, the area and size of the open space areas, the number of on-site parking spaces, and the landscape areas are all consistent with the development standards of the CC-3 zone.

2. The proposed development does not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation and points of vehicular and pedestrian access.

The proposed development has been designed to meet the Code's requirements for access, on and off-site circulation and off-street parking. The plans have been reviewed by the City's Traffic Engineering Division and a technical study on traffic was prepared to determine that the project will have no adverse impacts to surrounding streets. The site provides sufficient parking to accommodate the two (2) proposed work-live units and the 14 residential units.

Furthermore, the City's Fire Department has also reviewed the plans, and all appropriate conditions of approval will eliminate any adverse impacts to surrounding streets should there be an emergency.

3. The development, as proposed, will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The streets in the area will be adequate to accommodate the proposed development once the developer provides the necessary improvements for the project. The proposed mixed-use project will not adversely affect essential public facilities such as streets and alleys, utilities, and drainage channels. Utilities and drainage channels in the area are adequate to accommodate the development.

The proposed development will also provide landscaping and proper grading of the site in order to maintain proper drainage in the area. The Public Works Engineering and Water Services Division have reviewed the plans.

4. The project will not adversely impact the City's ability to perform its required public works functions.

The project has been reviewed by the Public Works Department. The applicant has worked with the Public Works Department on the location of the water lines, water meters, and sewer line. Therefore, the project will not adversely impact the City's ability to perform its required public works functions.

5. The development does have a reasonable degree of physical, functional, and visual compatibility with neighboring uses and desirable neighborhood characteristics.

Development standards for the CC-3 zone require that the building frontages and storefronts on the subject site be brought towards the sidewalk forming a consistent streetwall to enhance the pedestrian environment and maintain the desired character of the Downtown. The large storefront windows and tall ceiling heights of the commercial storefronts create interest along the sidewalk. The project is located between an office building and the Lincoln Continuation School and its modern, attractive design will enhance the area and be compatible with the mix of uses already occurring in the Downtown.

6. Through the planning and design of buildings and building placement, the provision of open space landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The project has been designed to meet the CC-3 zone requirements for mid-rise housing that is denser and more urban. The open space is provided in a mix of private balconies and roof decks, along with an active recreation area and passive walkways. The project is designed with attractive modern architecture, interesting signage, pedestrian path gateways, landscaped walkways that connect the buildings and other amenities that create an attractive environment. All landscaped areas are required to adhere to the landscaping requirements of the Title 9 of the Municipal Code. Through the conditions of approval for the project, the necessary protection and maintenance of all landscaping will be achieved.

CONDITIONAL USE PERMIT:

1. That the proposed use will be consistent with the City's adopted General Plan and redevelopment plan.

The proposed mixed-use development is consistent with the General Plan Land Use Designation of the property, Civic Center Mixed Use, as the design includes both commercial work-live units at the front and residential units on the rest of the site. The work-live units provide the required pedestrian-oriented storefront along Garden Grove Boulevard and allow at least one of the business operators to live above. By allowing work-live units and the tandem format for their parking spaces, such units are encouraged and consistent with Policy LU-1.6 of the General Plan's Land Use Element, to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. That the requested use at the location proposed will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area.

The surrounding area is part of the Civic Center and developments are intended to enhance and maintain the best characteristics of the Downtown by having compact development within a pedestrian-oriented district that provides opportunities for people to engage in civic, business, educational and recreational activities near their homes. Parking can be built to respond to the ability of uses to share parking based on their functions and demands. Therefore, the proposed mixed use development will maintain important aspects of the Downtown. The work-live units provide the required commercial storefronts along the street with zero front setback. Development standards require that the commercial spaces be a useable size with a minimum of 40 feet in depth for 60% of the building width. The proposed commercial space extends across the entire front of the buildings.

To protect the health, peace, comfort, and welfare of people living in the area, uses in the work-live units are restricted and do not allow auto repair or auto maintenance uses nor any use that stores flammable liquids or hazardous materials beyond that normally associated with residential use. The requested tandem format for the garages of the work-live units will be limited to the two private parking spaces and not affect the open visitor space provided at the storefront. Also, the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts. Mixed-use parking standards allow that some portion of visitor parking spaces can be shared as daytime commercial users leave before most residential guests arrive at night. Conditions of approval will require that space for vehicle parking will be maintained in garages and that this requirement will be included in the CC&Rs.

3. The proposed use will not interfere with the use, enjoyment, or valuation of the property of other persons located in the vicinity of the site.

The proposed mixed-use project will not unreasonably interfere with the use, enjoyment, or valuation of the property of other persons located within the

vicinity of the site. Rather, the development will enhance a vacant lot with an attractive, modern development that meets the requirements to provide pedestrian-oriented storefronts along the Garden Grove Boulevard frontage. People within the vicinity will be able to use the services of the commercial business. New modern construction will add to the valuation of properties in the area. The tandem format for the work-live units, allows flexibility to design an adequately sized commercial space and its attached living spaces. There is adequate parking on the site to accommodate the two work-live units and the 14 residential units.

4. The proposed use will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

The mixed use development is consistent with the allowable uses for the CC-3 zone and will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare. Pursuant to the conditions of approval, only uses permitted or conditionally permitted in the CC-3 zone may be maintained in the live-work units; auto repair uses, and the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants will be prohibited; no uses that cause vibration, noise, odor, traffic or other impacts that could cause excessive impacts to the surrounding properties shall be permitted; and all work associated with a non-residential use in any of the work-live units shall be done indoors. In addition, Chapter 9.18 of the Garden Grove Municipal Code contains express restrictions on the use and operation of work-live mixed use projects. Provided that proposed work-live mixed-use development adheres to the conditions of approval for the life of the project and the code requirements for the operation of the work-live units, the proposed project will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

5. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title or as is otherwise required in order to integrate such use with the uses in the surrounding area.

The proposed project has been designed to comply with the development standards and requirements of the CC-3 (Civic Center Core) zone. The site is adequate in size and shape to accommodate the new structures and associated site improvements, which include parking facilities, landscaping, and development walls. The commercial storefronts were required to be close to the sidewalk along Garden Grove Boulevard, within zero to five feet. The tandem format parking spaces for the work-live units are of the required size and double doors provide access to the commercial space for ease of use.

6. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic to be generated, and by other public or private service facilities as required.

The site is adequately served by Garden Grove Boulevard and the development of the project will include an accessible driveway providing both ingress and egress. The site is also adequately served by the public service facilities required such as public utilities: gas, electric, water, and sewer facilities.

TENTATIVE TRACT MAP:

All findings for approval of the proposed Tentative Tract Map under Section 9.40.060 (Tentative Maps – Findings Required) of the Garden Grove Municipal Code and State law can be made.

1. That the proposed map is consistent with the General Plan.

The proposed tentative map will facilitate a development project consisting of 16-units, two (2) work-live and 14 residential, with commercial storefronts along Garden Grove Boulevard, which meets the intent of the General Plan Civic Center Land Use designation and is consistent with several policies from the General Plan Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use; Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses, and; Policy LU-1.6 – to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. The design and improvement of the proposed subdivision is consistent with the General Plan.

The proposed map is consistent with the General Plan in that it allows the development of a mixed use project with commercial storefronts along Garden Grove Boulevard and residential units on the rest of the site. The three lots existed under the previous development of a restaurant and its parking lot on the overall site. The Tentative Tract Map has been reviewed by the City's Engineering Division and determined to be consistent with the General Plan.

3. The site is physically suitable for the proposed type of development.

The consolidated site can accommodate the proposed development and meet all the development standards and City requirements.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The requirements of the California Environmental Quality Act have been satisfied.

5. The requirements of the California Environmental Quality Act have been satisfied.

Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (Cal. Code Regs., Section 15332).

6. The site is physically suitable for the proposed density of the development.

As stated in No. 3 above, the consolidated site can accommodate the proposed development of 16 units and meet all the development standards and City requirements. The proposal is for a density of 24 units per acre, while the code would allow a density of 42 units per acre.

7. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

Tentative Tract Map No. TT-17928 is to consolidate three lots into a single lot and sell the units as condominiums. The proposed improvements are typical of similar sized developments in town and have been reviewed by all City Departments to determine that serious public health problems are not likely.

8. That the design of the subdivision and the proposed improvements will not conflict with easements of record established by court judgement acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to the ones previously acquired by the public;

No such easements for public access are associated with the subject parcels. In addition, the property is not subject to the Williamson Act contract, an open space easement, or conservation easement.

9. The design and improvements of the proposed subdivision are suitable for the uses proposed, and the subdivision can be developed in compliance with the applicable zoning regulations.

The design of the condominium subdivision creates a suitable environment for the work-live and residential uses proposed and meets all applicable zoning regulations. The proposal will construct an attractive development with code compliant parking facilities, landscaping, open space, circulation, and other amenities.

10. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision (Gov. Code Sec. 66473.1).

The developer is required to provide power in the garage that will allow for EVCS (electric vehicle charging stations) in the future. Also, the dwelling unit roofs shall be "solar ready" and therefore, capable of providing future solar panels.

11. The design, density and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs. In addition the character of the subdivision is compatible with the design of the existing structures and the lot sizes of the subdivision are substantially the same as the lot sizes within the general area.

The subdivision strikes a good balance of providing the Downtown character of interesting storefronts along Garden Grove Boulevard and providing modern residential units within walking distance of shops, restaurants, and parks. The Tentative Tract Map (TT-17928) is to consolidate three underlying parcels into a single parcel and create 16 condominium units. The lot size is similar to other multi-family developments in the area and the unit sizes are typical of current market trends. The subdivision meets the intent of the General Plan and Civic Center zoning to create an interesting mix of uses in the pedestrian-oriented Downtown district.

12. The subject property is not located within a state responsibility area or a very high fire hazard severity zone, the proposed is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.

The proposal has been reviewed by the City's Fire Department and meets all applicable design, location, and ingress-egress requirements. The subject property is not located within a state responsibility area or a very high fire hazard severity zone.

13. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on- and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

The proposal has been reviewed by the City's Public Works, Water Services Division, to ensure compliance with applicable requirements by the California Regional Water Quality Control Board. The Water Services Division has crafted extensive Conditions of Approval to further ensure that the sewer system meets all requirements and that all on- and off-site improvements ensure the permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Conditional Use Permit, and Tentative Tract Map possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 and 9.40.060.
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
3. Approval of this Site Plan, Conditional Use Permit, and Tentative Tract Map shall be contingent upon the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

Adopted this 16th day of February, 2017

ATTEST:

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 16, 2017, by the following vote:

AYES: COMMISSIONERS: (5) BARKER, KANZLER, NUYGEN, PAREDES,
ZAMORA
NOES: COMMISSIONERS: (0) NONE

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 9, 2017.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Authorize the issuance of a purchase order to Fire Service Specification & Supply for extrication equipment. (Cost: \$25,566.92) (<i>Action Item</i>)		
Date:	6/26/2018		

OBJECTIVE

To seek City Council approval authorizing the Finance Director to issue a purchase order to purchase extrication equipment.

BACKGROUND

The Assistance to Firefighters Grant (AFG) is a cost share grant that has helped firefighters and first responders obtain critically needed equipment and training since 2001.

The Fire Department was awarded a 2016 Assistance to Firefighter Grant (AFG) for the amount of \$338,942, and the City Council accepted the grant at the January 23, 2018 City Council Meeting. After completing the grant's scope of work, there were funds remaining. FEMA has granted the Fire Department an amendment to spend \$25,566.92 of the remaining funds on extrication equipment.

DISCUSSION

The Fire Department exclusively uses Holmatro tools for extrication equipment. Fire Service Specification and Supply (FS3) is the sole distributor for Holmatro equipment, including all accessories, upgrades, maintenance, and annual service for the State of California. In accordance with Section 2.50.060(C) of the Garden Grove Municipal Code, the Finance Director has determined that the acquisition of required equipment can only be obtained through FS3, a sole source vendor.

FINANCIAL IMPACT

Funds from Proposition 172, restricted for public safety, will be used to pay the City's

cost share of the equipment. The cost for extrication equipment is \$25,566.92, and the City is responsible for 10 percent (\$2,556.69) of cost. The remaining cost will be reimbursed to the City. Since Proposition 172 funds will be used, there will be no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order to Fire Service Specification & Supply, in the amount of \$25,566.92 for the purchase of extrication equipment.

By: Trevor Smouse, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
FS3 Quote	6/13/2018	Backup Material	Gilbertsen_Garden_Grove__2018-6-4.doc
FS3 Sole Source Memo	6/13/2018	Backup Material	FS3_Sole_Source_Purchasing.pdf



Fire Service Specification & Supply

Garden Grove Fire Department
Attn: Capt. Jim Gabbard
Holmatro Rescue Tool Quote

6-4-18

Here is the quote you requested for some new Holmatro Rescue Tools. The quote includes shipping to GGFD and reflects the discount to GGFD that we discussed.

SR20PC2 Duo Pump 158.152.253	\$8,279.00
5250 Spreader 158.012.166	\$7,746.00
Pulling Attachment Hooks 150.182.274	\$1,118.00
5050i Cutter:	\$6,585.00
Total:	\$23,728.00
Tax:	\$1,838.92
Grand Total:	\$25,566.92

Thank you very much for being a valued customer of mine for so many years. Please let me know how else I can be of service.

Sincerely,
Tom Gilbertsen, FS3, Holmatro

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Kingsley Okereke

From: Paul Whittaker

Dept: Finance

Dept: Fire

Subject: SOLE SOURCE VENDOR REQUEST; (FS3)
FIRE SERVICE SPECIFICATION & SUPPLY

Date: June 7, 2018

OBJECTIVE

To utilize Fire Service Specification & Supply (FS3), as the sole source vendor for the purchasing of Holmatro Rescue Systems equipment.

BACKGROUND

The Fire Department was awarded a 2016 Assistance to Firefighter Grant (AFG) for the amount of \$338,942, and the City Council accepted the grant at the January 23, 2018 City Council Meeting. After completing the grant's scope of work, there were funds remaining. FEMA has granted the Fire Department an amendment to spend \$25,567.00 of the remaining funds on extrication equipment.

DISCUSSION

The Fire Department uses Holmatro tools for extrication equipment. FS3 is the sole distributor for Holmatro equipment, including all accessories, upgrades, maintenance, and annual service for the State of California. Currently, the Fire Department has an open purchase order with FS3; however, purchase order limit is set at \$1,999; the cost for the equipment is above that single order limit.

It is necessary to purchase the equipment, through the following vendor:

Fire Service Specification and Supply (FS3)
Contact: Tom Gilbertsen
800-388-6607 or 714-222-9377
PO Box 10817, Santa Ana, CA 92711-0817

RECOMMENDATION

It is recommended that the Finance Director:

- Authorize the Fire Department to use FS3 as a sole vendor for the purchasing of Holmatro equipment



PAUL WHITTAKER
Division Chief, Administration

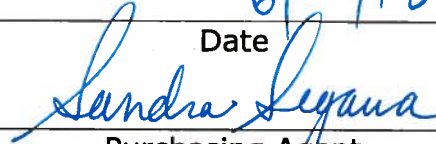
By: Trevor Smouse
Public Safety Fiscal Analyst



Finance Director

6/12/18

Date



Purchasing Agent

6/12/18

Date



Fire Service Specification & Supply

January 18, 2018

Garden Grove Fire Department
Attn: James Gaber

RE: SOLE SOURCE LETTER

This letter will serve as notification that FS3, located at 18662 Beachmont Ave, Santa Ana, CA 92705 is the Sole Authorized Sales & Service Dealer for Holmatro Rescue Systems for the State of California.

Holmatro Inc. requires an extremely high level of commitment from its Dealer Network including Extrication Training Certification, Service and Warranty Certification, a 24 hour response to service issues with loaner tools provided should the item needing service requires a longer period of time for repair. In addition, all Dealers must adhere to their Integrity Policy which governs their general approach to business practices. FS3 meets or exceeds all of the above requirements. Our Service Technicians must be recertified every (2) years at the Holmatro facility in Maryland.

Please contact me for any additional information that may be required.

Sincerely,

Frank Lane

FS3

714-566-4484

Phone 800.388.6607 Fax 714.832.5296
P.O. Box 10817 · Santa Ana, California 92711-0817
www.holmatro-fs3.com

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Authorize the issuance of a purchase order to Dangelo Company to purchase 50 Clow Wet Barrel Fire Hydrants. (Cost: \$90,094.09) (*Action Item*) Date: 6/26/2018

OBJECTIVE

To seek City Council approval authorizing the Finance Director to issue a purchase order to Dangelo Company for the procurement of 50 Clow Wet Barrel Fire Hydrants pursuant to IFB No. S-1236.

BACKGROUND

The City periodically purchases and maintains a supply of the Clow Wet Barrel Fire Hydrants in Central Stores for use as needed by the Water Services Division. These fire hydrants will also be used for the Fire Hydrant Replacement Program. This purchase will replenish the necessary inventory of this vital equipment unit. The 50 units must be purchased at one time in order to secure the pricing.

DISCUSSION

IFB No. S-1236 was advertised on May 02, 2018, and closed on June 04, 2018. All bids were found to be responsive. The bid results are as follows:

Company Name	Total Bid Amount
Dangelo Company	\$90,094.09
S&J Supply Co., Inc.	\$92,971.01
Ferguson Waterworks	\$99,802.90
United Water Works	\$92,916.60
Core & Main (formerly HD Supply)	\$92,913.36
Yo Fire	\$93,850.25

FINANCIAL IMPACT

Funds for this purchase are available in the Water Operations Fund, adopted in the Fiscal Year 17/18 budget. The retired units will be sold at the current scrap metal market value.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order to Dangelo Company in the amount of \$90,094.09 for the purchase of 50 Clow Wet Barrel Fire Hydrants.

By: Les Ruitenschild, Water Distribution Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Authorization to void unclaimed checks deposited with the City after three years from the date of issuance. (Revenue: \$143,514.02) (<i>Action Item</i>)	Date:	6/26/2018

OBJECTIVE

For City Council to authorize the Finance Director to void any outstanding checks of fifteen dollars or greater that remain unclaimed after three years from the date of issuance where the check continues to remain unclaimed after forty-five (45) days from the Notice of Publication.

BACKGROUND

Pursuant to Government Code Section 50050-50053, after three years, any unclaimed checks of Fifteen Dollars or more may be retained by the City and transferred to the general fund or the respective funds from which they were issued upon approval by City Council after the following notice procedures.

The City must publish once a week for two consecutive weeks in a newspaper of general circulation published in the City, the amount of money, the fund in which it is held, and that the money will become the property of the City on a designated date not less than 45 days nor more than 60 days after the first publication of the notice.

During this period, individuals have the right to contact the City to claim the funds owed to them. Once the notice period has expired, any funds that are not claimed become the property of the City and the City Council may approve their transfer to the general fund or the respective funds from which they were issued.

DISCUSSION

The City published the required Notice of Publication in compliance with the Government Code on May 9, 2018 and May 16, 2018 in the Orange County News. As of the date of this report, no claims on the outstanding checks were received as a result of the publication. Attached is the list of checks over fifteen dollars that

remained unclaimed after three years from the date of issuance which continue to be unclaimed forty-five days after the first date the Notice of Publication was issued. The total amount of this listing is \$143,514.02 (see attached).

City Staff requests that City Council authorize the City Treasurer working in conjunction with the Finance Director to void any checks which remain unclaimed after forty-five (45) days of the Notice of Publication which effectively transfers the unclaimed monies to the respective funds from which they were issued.

FINANCIAL IMPACT

The transfer of these unclaimed monies will result in \$143,514.02 of available funds for the City's use.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to void the unclaimed checks of fifteen dollars or greater that remain uncashed after three years from the date of issuance which remained unclaimed forty-five days after the Notice of Publication was issued, and transfer the funds to the general fund or to the respective funds from which they were issued.

Ellis Chang, Accounting Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachement 1: Notice of Publication	6/11/2018	Backup Material	Attachement_1_-_Notice_of_Publication.pdf

DECLARATION OF PUBLICATION (2015.5 C.C.P.)

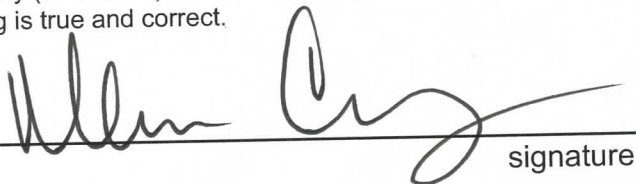
STATE OF CALIFORNIA,)
COUNTY OF ORANGE)

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE AFORESAID COUNTY; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE PRINCIPLE CLERK OF THE **ORANGE COUNTY NEWS**, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED **TWICE WEEKLY** IN THE CITY OF **GARDEN GROVE**, COUNTY OF ORANGE, WEST JUDICIAL DISTRICT, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, UNDER THE DATE OF **3/20/64** CASE **#A31502** THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED BY DISTRIBUTION IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

May 9 1966

all in the year

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

 signature

Date: 5/16/18, executed at GARDEN GROVE, California

THIS SPACE IS FOR THE COUNTY CLERK'S STAMP

CITY OF GARDEN GROVE PUBLIC NOTICE

The City of Garden Grove has the following outstanding checks, which are older than three years and are currently held in Fund No. 118 - Self Supporting Rev, 162 - HOME, 509 - Housing Authority Sec 8, 601 - Water Operations, 785 - Fleet Management, 942 - Deposits Trust, and 944 - Employee Trust Fund. In accordance with the California Government Code Section 50050, the money will become property of the City of Garden Grove upon approval of the Garden Grove City Council, on Tuesday, June 26, 2018, at 6:30 p.m., or as soon thereafter as the matter may be heard, at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA 92840, which is forty-five (45) days following the first publication of this notice, if not claimed.

Any party in interest may, prior to the date designated above, file a Reimbursement Claim with the City, by filing a Reimbursement Claim form. Proper proof of claim, identity of the claimant and the basis for the claim, including a current valid government-issued identification of claimant must be provided before funds will be released. The Reimbursement Claim form with instructions can be obtained online at www.ci.garden-grove.ca.us/finance. For questions or inquiries, please email finance-ap@ci.garden-grove.ca.us. Account: 380400032 30.98, #9 Gift Shop & Mai Nguyen 36.96, 15Th St Garden Partnership

36.01, Abc Legal Services Raul Peraza 15, Abeyta Mike & Joes Italian Ice 59.56, Abm Investments & Dave Macleod 85, Abrahamsen Alida 22.17, Ackley Gordon E 108.61, Aecom Attn: Nader Naderi 190, Aguilar Armando 37.19, Ahn Sung 36.54, Ahn Tai 24.47, Aj'S Custom Picnics 250, Akhtar Alam 121.92, Alan'S Lawnmower 233.15, Alarcon Joe 531.15, Albor Tiffany 16.88, Allison James Estates & Homes 56.06, Altisource Solutions 75.31, Alvarado Sofia 59.23, Americare Medservices Inc 575, Anaheim Care Cottages Inc 30.28, Anaheim Memorial Medical 650, Anaya Mireya 224, Anderson Brian 20.50, Aofrate Laura 39.21, App Fund 1 53.71, Apodaca Kevin 31.91, Apple One Employment Services 3304.38, Apwa Southern Calif Chapter 100, Aquino Daniella 38.21, Aragon Heriberto 22.40, Arroyo Jose 24.10, Arthur Chong 46.81, A'S & J'S Auto Addition 26.30, Aslan Residential I 99.45, Aslan Residential I 86.07, Aurora Bank Fsb 70, Automic Designs Inc. 665.36, Axces Industrial Supply Inc. 617.02, Aziz Muhib J 80.09, B&H Photo Video Inc. 838.79, Bac C/O Ecova Inc 61.71, Bac Field Services 61.44, Bac Field Services 112.76, Bac Field Services 47.97, Bac Field Services 74.40, Bac Field Services 61.84, Bac Field Services 34.03, Bac Field Services Corp 70.30, Bac Field Svs 125.67, Bac Fields Services 55.67, Bac Fields Services 62.15, Bac Fields Services 93.08, Bac Fields Services 44.73, Bac Fields Services 15.62, Bac Fields Services 44.40, Bank Owned World 45.79, Bankston Frances C/O Rex Bankston 19.82, Bao Nguyen For Gg Mayor 501, Barnes Joseph 132.32, Beautiful Properties Inc 53.03, Becerra Jose 24.32, Benitez Virginia Sosa 60.80, Bennett Dawn 54.66, Bertotti Marian 32.56, Bertotti Marian 47.82, Best Of The Best 194.79, Big Ron'S Auto Body & Paint Inc. 984.34, Billalobos Marcos 51.73, Boertje Hank & John Boertje 979.50, Brandywine Homes 42.77, Brentwood Village Homeowner'S Association 100, Brentwood Village Homeowner'S Association 100, Brooks Bradley 45.87, Bui Chau 50.72, Bui Daniel 30.68, Bui Gian Van 66.45, Bui Manh 43.80, Bui Michael 30.75, Bui Nhon T 20.01, Bui Rosemary 313.91, Bui Thuy 183.77, Bui Yen Thi 91.56, Burke Knott Avenue Llc 558.76, Burke Knott Avenue Llc 79.02, Burke Knott Avenue Llc 79.02, Butcher Hali 29.53, Butts Jacqueline 25, Buu Vivian 40.56, C J Continental Usa 75.96, Ca Real Estate Network 402.10, Cabrera Miguel A 50.55, Caldwell'S Auto Body & Towing 665, Cali Beauty Supply 88.89, Calif Fire Chiefs Assoc Cifa Annual Conference 20, California District Attorneys Association 100, Calleros Albert 890.82, Campuzano Michael C/O West Point Mgmt 117, Canterbury Lots 68 Llc 35.48, Cao John 16.57, Carillo Robert E 46.22, Carter Dakasha C/O Justin Henderson 53.61, Castelli Mario A 62.51, Castillo Isabel 55, Castillo Libby 36.71, Castro Victoria 29.07, Cbia 570, Cendejas Leo 87.01, Centennial Homes

1 of 5

PROOF OF PUBLICATION

DECLARATION OF PUBLICATION (2015.5 C.C.P.)

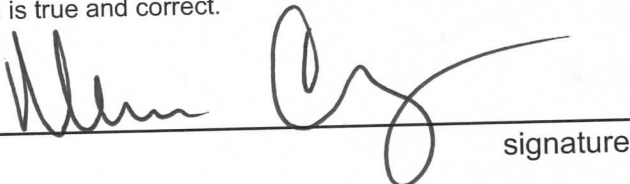
STATE OF CALIFORNIA,)
COUNTY OF ORANGE)

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE AFORESAID COUNTY; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE PRINCIPLE CLERK OF THE ORANGE COUNTY NEWS, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED TWICE WEEKLY IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, WEST JUDICIAL DISTRICT, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, UNDER THE DATE OF 3/20/64 CASE #A31502 THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED BY DISTRIBUTION IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

May 9 1966

all in the year

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.


signature

Date: 5/16/18, executed at GARDEN GROVE, California

THIS SPACE IS FOR THE COUNTY CLERK'S STAMP

145.33, Cesar Rodriguez 60, Chan Sulan 590, Chapin Linda 46.07, Chapman Christian 36.66, Charleszetta D. Taite 500, Chau Hoang 38.69, Chen Da M 35.14, Chino Madeleyne 43.12, Choi Henry 42.78, Choi Mark 46.73, Choti Olga 21.53, Christensen Evelyn 46.73, Christensen Leif E 362.75, Chung Hak 66.42, Chung Seung Nam 343.66, Cindy Collins 500, City Of Los Angeles 1088, City Of Santa Ana 500, Clears 25, Coffey Patrick 206.25, Coffey Patrick 48.51, Cole John M 86.33, Coleman Sonia 39.28, Colfin Ai-Ca4 Llc 70, College Hospital 500, Colombel Tom J. 40.32, Consolidated Elect Distr Inc 3507.42, Cook* James A 310, County Of Orange 250, County Of Orange 504, County Of Orange County Property Permits 100, County Of Orange Health Care Agency 500, Cpca 240, Cristando House Inc 420, Crowd Control Warehouse 384.70, Cuevas Vanessa 34.63, Cunningham Stacie 44.03, Dahilig Richard 32.75, Dale Apts 1542, Dang Dede 22.69, Dao Paulina 35.51, Dao Thomas 70, De Young Andrew J 25.10, Decker Lisa 26.10, Dee Engineering Inc 100, Delagarza Joshua 60, Delgadillo Marcos 39.84, Dello Russo D & Dello Russo V 117.64, Denham Jonathan 20.30, Dept Of Housing & Community Dev Hcd 91, Dept Of Justice 684, Dept Of Justice 556, Devor Bryan W 40, Dharar Yaseen 43.99, Di Palma Ruth 34.49, Dinh Nancy 41.89, Dinh Samantha 37.79, Dirgo Leslie 21.31, Do Duy 25.82, Do Kim Doan 52.69, Do Ngoc 21.53, Do Quan 33.84, Do Quynh 42.95, Do Thien 31.99, Do Thuyet Nhung 15.54, Do Thuyt Thuong 29.33, Do Tuan 57.67, Do Tuyen 47.15, Doan Dong 68.18, Doan Julie T 1228, Doan Tammy 103.83, Doan Thien 40.39, Doan Vinh Ngoc 324, Don Wolf & Associates Inc 450, Doyle Jennifer 20.42, Duong Vu Thuy Can 117.48, Duong Phi 36.77, Duong Sandy 75.12, Duong Truc T 30.22, Eastern Partners Inc. 25.18, Econo Lube #9 48.78, Edward Medical Group 63, Edwards Kim 170.35, Edwards Marjorie 239.40, Egan Chris 38.15, Elizabeth Pastores-Palfy 100, Emery* Susan A. 37.26, Erdhaus Josh 34.65, Erqueta Christian 35.07, Erhart'S Catering 807.23, Esquivel Antonio 20, Fafs 35.74, False Alarm Reduction Assn. C/O Innovative Resources Llc 450, Family Praise Worship Center 100, Fe Llc 22.49, Fenton Shaun 16.39, Firmin Yvonne 60.54, First Vietnamese American Bank 60.78, Fiske Carly 23.65, Flood Corey 30.92, Flores Ralph 39.65, Ford Adam 29.82, Fortner Floyd E 109.35, Fountain Valley Music 1597.05, Fountain Valley Music 28.35, Four Square Gospel Church 26.91, Frazee Industries Inc. 26.88, Frazier Wayne 19.89, Friendly Liquor & Market 44.81, Fries Julianne 36.64, Frye Sign Co 722.03, Ftbs Inc. 54.89, Fti Property Mgmt 66.40, Fuerst-Evering Marlene 70.04, Fuire Paul J 54.14, G E Capital Corp 1036.33, G-7 Realty Inc. 64.03, Galindo Martha 17.99, Garcia Anthony 477.34, Garcia Maria 28.19, Garcia Sylvia M 80, Garden Grove Pupil Personnel Services Assoc 250, Garden Grove Unified School District 204, Gardiner Stanley 34.48, Garnica Cheryl 51.86, Gaw Jennifer L 57.15, Gbs Linens 104.11, Geer Kathleen 97.69, Geer Kathleen 80, Gerard Darren 169.11, Gibel Loren 500, Gillespie Leah 35.92, Giorgi Cement Co 37.88, Goddard Jerry 73.66, Golden Guardians Lion Dance Team 100, Gomez Jose 76, Gonzalez Jose 34.72, Gonzalez Martin 46.09, Gonzalez Reyna 35.23, Gonzalez Richardo E 42.30, Grant Susan 71.95, Green Stephen 23.70, Grenber Pierre M 43.46, Grier Milton S 49.24, Grinstead Douglas 27.76, Grove Bus Park&Jd Prop Mngmnt 794.65, Grove Bus Park&Jd Prop Mngmnt 79.02, Gruia Gheorghina 24.21, Gt Development 58.83, Gudino Ricardo 42.67, Guerrero Joe M 27.54, Guzman Ruben 36.48, Haaker Equipment Co. 960.77, Hackworth Reanol 46.95, Hajiali Armar 22.49, Hall Heidi 52.71, Han Joann 19.99, Hans J Hempel 40.11, Harbor Mkt Place&Parkview Pt 56.93, Harris Brian 56.72, Harrison William 17.39, Hartman Jr Steven / Pham B 55, Hass John 79.22, Helen Olson & Marjorie Peterson 70, Henderson Daniel 48.35, Henretta Maria India 61.13, Hernandez Alfredo 27.89, Ho Ngoc Minh & Trina Tran 45.05, Hoadley Krista & Bryan 46.57, Hoang Danny T 42.34, Hoang Lan T 856, Hoang Theresa 39.91, Hoang Thomas 67.88, Hobbs Ida C & Roy Hobbs 20, Homespace Design 54.17, Homrighausen Suzanne 21.45, Hopper Regina 33.62, Hundt Phuong 57.48, Hurst Lynn 26.14, Hurteau Peggy 31.50, Huynh Dinh 23.80, Huynh Sally & Nguyen Tai 29.50, Huynh Thoai & Tiffany 30.66,

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PROOF OF PUBLICATION

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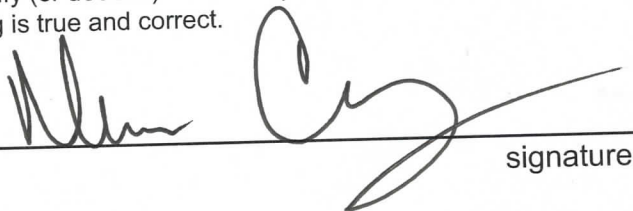
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California

THIS SPACE IS FOR THE COUNTY CLERK'S STAMP

Huynhsabrina 763, Hwang Young Uk 59.72, laai Inc. 75, Ibrahim George 44.90, lcc Orange Empire Chapter 60, Imrie Robert 44.98, Incline Realty & Brian Harris 37.13, Incline Realty & Harris Brian 50.02, Institute Of Vietnamese Studies 500, International Training Resources Llc 425, Ion Home Solution Inc 72.64, Jacobs Denise 46.92, Jacome Anna 31.51, Jamison Ronnie L 57.96, January li Peter 20.93, Jerry Eckert P J'S Creative Catering 1500, Jordan Patti 50, Joseph Matthew 52.85, Jpmcc 2007-Cibc19&Coreland Co 22.94, Jpmcc 2007-Cibc19&Coreland Co 35.08, Kang Jin N 43.11, Kang Seung 41.06, Karch Tamala K 39.51, Kari Teague 40, Kay Evan & Kathy Mathis 29.22, Keyser/Marston Associates Inc 852.50, Khan Aigaz 29.70, Khong Kelly 23.54, Khrystyne Lloyd 18.70, Khrystyne Lloyd 62.33, Khuat Kimthuy 46.15, Kim Dong 35.73, Kim Douglas 53.14, Kim Myo Dong 39.91, Kirkpatrick Harry G 42.45, Klaus Lucille 82.07, Kondaur Capital Corporation 53.60, Kortz David C/O Kortz Keith 20.07, Koslosky Melynda 19.79, Kunihiro Shizuo 51.62, Kwak James 16.28, Kwak Woon 45.82, La Croix Rebecca 200, La Andy 63.80, Labna Enterprises Inc 37.57, Lam Trac 51.09, Lam Wang 36.75, Lazarus & Co 44.90, Le Alan 45.52, Le An 52.64, Le Brandon 25.10, Le Demi 76.43, Le Don 533, Le Jimmy 246, Le Jonathan 23.71, Le Kenny Hiep 70, Le Lan T 54.33, Le Lonnie N 31.25, Le Michael V. 31.91, Le Mot 96.72, Le Phuc Thanh 21.45, Le Quang 49.96, Le Tracy 22.48, Le Viet / Nguyen Miranda 54.27, Lee Andrew S 58.41, Lee Duck 41.26, Lee James S 35.02, Lee Jon Soon 35.28, Lee Michael 38.05, Lee William 1249, Lei & Yan Investment Llc 956, Leu Sonny 50.02, Lewis Debbie 53.34, Lewis Tamara 30.31, Lillard Mildred C 49.64, Lim Yoon Hee 66.09, Lin Jie 37.22, Litton Loan Servicing Att: Tanza Ashcroft 52.88, Lo David 1471, Lola Beauty College 39.12, Lola Beauty College 38.16, Lola Beauty College 27.06, Lombardi Stephanie 25.83, Lopez Martha 119.38, Lopez Olaf 139.03, Lords Cleaners And Laundry 170, Lorna Villa Llc 55.83, Los Angeles County Sheriff'S Dept 555.90, Los Angeles Police Dept 80, Lps (Fidelity) 19.39, Luong Cat V 27.95, Luong Viet 50.93, Luu Hung 21.31, Luu Kim 35.80, Ly Cindy 72.31, Maciel Marianne 42.55, Mah Larry 2039, Mai Thao 45.68, Malesala Vai 32.83, Malonado Carmen 42.46, Malta Maria 1850, Marcelo Ester & Peuchot 29.21, Mariners Wy Trust 85, Martin Mary 115, Martingale Invest Llc 59.88, Matt Ford 200, Matt Ford 300, Maurer Dale N 20.70, Mc Grahm Thomas 60.03, Mc Inerney Elvera M 100.71, Mc Teir David S 25.86, Medina Marcel 738.72, Mejia Esperanca 18.81, Melody Land Trust 87.11, Mendoza Victor 41.70, Meripo Isaiah 43.76, Metal G 20.70, Meyers Milton E 25.81, Miramontes Jesus 81.77, Moeung Darin 44.32, Monge Aurelio 45.51, Moore William 49.44, Morgan Vykki 55.31, Morris Laraine 22.82, Morrison Brett 47.43, Morton Robert 20.52, Moua Lya 79.44, Moulvi Mohamed Mushtaq 35.52, Msa C/O Lupe Valerio 250, Msm Financial 21.40, Munoz Pascuala 100.37, Myers Nicole 85.05, Nathan Capitol Corp 38.36, National Purchasing Institute Inc. 190, Navarro Roxana 37.43, Neagu Adriana 26.89, New World Real Estate 22.10, Newland Enterprise Llc 70, Ngo Alex 34.10, Ngo Camthy 55, Ngo Hieu 47.36, Ngo Kim 907, Ngo Tracy 82.75, Ngo Tung S 632, Ngotung S 596, Nguyen Andrew 38.30, Nguyen Anna 74.11, Nguyen Anthony 30.29, Nguyen Anthony 32.92, Nguyen Anthony 20.45, Nguyen Ban Ngoc 54, Nguyen Bao Khanh 15.87, Nguyen Bay 55, Nguyen Benjamin Bao 220.63, Nguyen Brian Hung 49.54, Nguyen Caroline 25.03, Nguyen Christin 23.98, Nguyen Demi Hang 38.72, Nguyen Diep 31.52, Nguyen Dihn 40.82, Nguyen Doan 147.55, Nguyen Dui 21.44, Nguyen Evelyn T 40, Nguyen Hieu 153.15, Nguyen Hoa 16.95, Nguyen Hoa Thi 1225, Nguyen Hong 84.27, Nguyen Hung 201.23, Nguyen Hung 49.26, Nguyen Jason 23.88, Nguyen Jennifer 47.92, Nguyen Katelyne 1061, Nguyen Kathy 59.73, Nguyen Kevin 22.22, Nguyen Kha 55.56, Nguyen Kiet 15.43, Nguyen Kim Oanh 21.19, Nguyen Kimcuong 273.66, Nguyen Lam 51.46, Nguyen Lam H 70.52, Nguyen Lan 31.72, Nguyen Leslie 55, Nguyen Linh My Thi 120, Nguyen Luong 33.16, Nguyen Mai 47.60, Nguyen Mat 42.21, Nguyen Michelle 41.30, Nguyen Mimosa 46.85, Nguyen Minh 48.22, Nguyen Monique 55.19, Nguyen My The 28.45,

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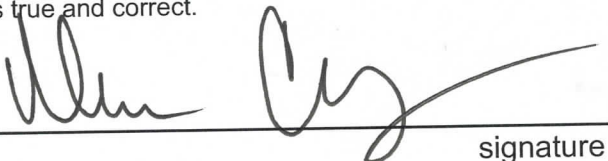
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signature

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Nguyen Mylinh 39.24, Dept. Tactical Training Sarah 55, Porter Loren
Nguyen Nina 42.95, Center 803, Orange 26.77, Potts Bernie 21.49,
Nguyen Ninh 29.88, County Sheriff-West Div Powell Austin 24.12,
Nguyen Nuong Cong 31.19, Nguyen Pamela 55.10, Nguyen Phe 57.64, Precision Speedometer
Nguyen Phong 85, Ortiz Anna Marie 43.21, Service 1050.40,
Nguyen Phuc T 1118, Osmena Manuel 25.62, Preferred Group
Nguyen Quang 70.42, Oviedo Dora 135.43, Properties 39.28,
Nguyen Ryan D 50.55, Pacific Coast Equities Llc Premiere Asset Services
Nguyen Sherry Lieu 1436, Pacific Legacy 47.78, Prime Tire 880,
Nguyen Tai 34.32, Real Estate 59.70, Pacific Public Agency Training
Nguyen Tam 55, Nguyen Moon Real Estate Inc Council 295, Quaca Minh
Tan 39.05, Nguyen Thanh 63.43, Pacific Truck 20.66, Quach Cheresa
49.93, Nguyen Thao Page Weldon 819, Pak 26.53, Quach Ha 20.18,
47.89, Nguyen Thong Eric 52.26, Pak John R M Niehoff 121.30, R S
52.15, Nguyen Tim 22.56, 65.98, Panter Charles Ramirez Properties Inc &
Nguyen Tina 23.90, 32.83, Parenteau Ida Richard Torrez 85.79,
Nguyen Tom 25.60, 24.26, Park Daniel 55, Marie Michelle 26.52,
Nguyen Tony T 20.45, Park Hoyang 45.20, Ranganathan Gopika
Nguyen Trang 57, Parkin Scott 42.25, Peace 53.89, Real Property
Nguyen Trisha 16.52, Frederick 78.16, Pelrac Management 52.89, Reed
Nguyen Trisha T 29.56, 894, Perez Daniel 761, Marie 56.70, Regius
Nguyen Truc 49, Nguyen 894, Perez Gerry 29.28, Perrot Rltors & Joe Regius
Tuan 20.99, Nguyen Tuyetvan / Daisy Fashion John 55.18, Pham Diana 49.05, Restrepo Mauricio
Nails 27.62, Nguyen Uyen 23.79, Pham Hien 92.49, 19.95, Reynolds Michael
38.17, Nguyen Velny 67.60, Reynolds Michael
28.50, Nguyenkatelnye 130, Richard Zaida 31.09,
818, Niedringhaus W G Rico Arturo 47.97, Rivas
37.15, Nitao Nursery Gonzalo 69.64, Robert
100.75, North Net Fire Ehret 47.80, Robert Ehret
Training Center 150, Pham Jennifer 26.62, 122.91, Roderick Lillian
Northport Housing Pham Ken 26.96, Pham 28.97, Ronald C Lizardo
Authority 331.06, Nova Pham Ken 42.90, Pham Khang 40.97, Ronald C Lizardo
La Palma Apts 591, Pham Khang 1005, Pham Luong N & Dao-Pham Loc 77.39, Ryan Alice Hart
Nunez Lorenzi 222.51, Pham 1005, Pham T 2689, Pham Nghia 949, 22.09, Sabala Yolanda
O.C. Community Housing Pham Quang 49.14, 23.65, Saberon Milagros
Corp. 600, O'Brien Pham Randy 20.16, 141.82, Sabroso Carlos
Jeremy 22.27, Oc Pham Sen 60.59, Pham 44.55, Sac Foundation
Housing & Community 50.99, Pham Thuy 50.99, Pham Tien D Or Fire Technology Dept./
500, Oc Realty & Finance 33.55, Pham Van S 878, Ocfsl 130, Sac Fire Officer
Inc 1021, Ocfoia Bank Of The West - C Manning 60, Pham Vang 23.05, Pham Training Linda Chadwick
The West - C Manning 60, Octma 210, Olivares Rm. A-113 140, Sacramento Housing
Edwin / Carmen 85.07, Olson Enterprises Inc The Bugman 508, Olson Anne 758.06, Safeguard Code
26.03, O'Neill Dennis 31.99, Omran Abathgr Compliance 468.83,
38.48, Orange Coast 26.03, O'Neill Dennis 31.99, Omran Abathgr Safety Source 125.10,
Fencing Academy C/O 38.48, Orange Coast 26.03, O'Neill Dennis 31.99, Omran Abathgr Salacar Efron 113.07,
Masters Fencing 50.40, Orange 38.48, Orange Coast 26.03, O'Neill Dennis 31.99, Omran Abathgr Salgado Gustavo 37.12,
Academy 59.22, Orange 38.48, Orange Coast 26.03, O'Neill Dennis 31.99, Omran Abathgr Sam Nesheiwat 55, San
County News 76.12, Orange 38.48, Orange Coast 26.03, O'Neill Dennis 31.99, Omran Abathgr San Diego Association Of
Orange County Sheriff 422.73, Orange County 422.73, Orange County Public Dispatchers 75,
Sheriff Coroner Dept. 250, Orange County Sheriff's 422.73, Orange County Public Dispatchers 395,
Orange County Sheriff's Llc 1000, Porte-Deam Sanchez Mayra 18.96,
Santa Ana College Criminal Justice Academies 208, Santa Ana College-Fire Officer Trng-Linda Chadwick Rm A-113 140, Santa Ana College-Fire Officer Trng-Linda Chadwick Rm A-113 130, Sayyed Omar 44.52, Scharf Margaret C/O Maryann Huepper

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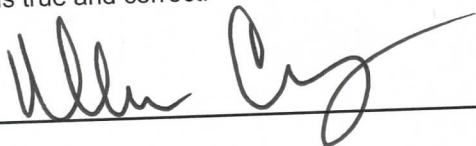
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21.63, Schuyler Philip A
23.87, Scott Lonnie M
C/O Pacific City Prop Inc
851, Segovia Maria O
41.29, Sepulveda Barbara
63.25, Sharma
Development Inc 34.30,
Sheik Mateen 21.52,
Shigo Meghan 59.79,
Shilati International Corp
(Shawn Shilati) 260.19,
Silva Anthony 508.32,
Sinthavong Noy 19.54,
So Calif Edison Co
166.42, So Calif Mun
Athletic Federation 240,
Soroptomist International
Of Garden Grove 250,
Southern Calif Edison
Title & Real Estate Svcs
500, Southern California
Air Quality Management
District 500, Sparkletts
75.22, Spectrum Gas
Products Inc. 135, Sprint
#1770 21.59, St Paul's
Lutheran Church Attn:
Jamie Norton 500,
Standrod Dennis 605,
Stanley Earl 20.76, State
Of Calif-Franchise Tax
Board 200, Steele Clyde
Odell 49.60, Stenstrom
Jean 108.47, Stepanian
Fred 36.33, Stewart Don
40.17, Stickel David
27.46, Stoler Sari 41.74,
Stoner M 35.53, Stumps
Jerome 27.36, Style
Outlet Inc 43.23,
Sulaiman Ashraf 59.12,
Superchargers Toner Inc
153.98, Swain H. Louise
26.03, Swain Kenneth
20.91, Swrcb Storm
Water Section 317, Sykes
Robert 63.63, Symonds
Esther 52.49, Ta Kim
44.21, Tai Ronald 44.61,
Takemoto Dwight 56.06,
Tan Michael 35.46,
Tanielu Pulusi 39,
Taumaor Masaniai 275,
Taylor Peter 73.63, Tdl
Enterprises Inc 43.61,
Telle Florentina 22.23,
Terra Comm
Development li 58.38,
The Marquis 549, The
Oasis 117.28, The Olson
Company 39.91, The
Westin Mission Hills
Resort & Spa 407.92,
Thermo Engine Supply
Inc. 28.23, Timoteo Arjon
716, Ton De 27.11, Ton
Philip 55.69, Tong Celine
58.73, Tong Thanh
117.93, Topaz Alarm
Corp 135, Training For
Safety Inc 327, Training
For Safety Inc 327, Tran
Tuyen 88.15, Tran Andy
123.74, Tran Calvin
27.30, Tran Chuong
23.45, Tran Cuong 39.16,
Tran Hai 34.70, Tran
Hung Christine 30.52,
Tran Jessica 63.59, Tran
Khanh 20.15, Tran
Marilyn 41.18, Tran
Melisa 53.50, Tran Minh
59.12, Tran Peter 35.75,
Tran Richard 53.78, Tran
Ted 41.49, Tran Thanh Q
55, Tran Thomas 24.38,
Tran Tien 1253, Tran Tra
27.51, Tran Truc 23.99,
Tran Viet Hoai 35.71,
Trinh Long D. 38.51, Trinh
Nam 165.45, Trinh Ngoc
Ha 50.15, Trinh Tan
206.26, Troung Tommy
20.38, Truong Sa
Quan&Knoski Lan 50.18,
Truong Hoc Dinh 33.27,
Truong Huong 17.87,
Truong Quoc Vi 35.02,
Truong Son 155.70,
Truong Thi 21.98, Truong
Xuan 23.11, Tu Hoi 47.98,
Turner Ralph P 20.70,
Tuttle Click Chrysler Jeep
Dodge Hyundai 123.91,
U S Toy Co Inc 307.74,
U.S. Toy Co. 26.04,
United States Plastic Corp
46.91, University Of
Southern California 48.71,
Urango Alex 536, Uriaz
Ann 37.42, V W Property
2567, V.I.P. Kawasaki
564.14, Valasquez Mayra
68.67, Valdivia Joe 25.08,
Valencia Saturnino
182.06, Van Daryn 46.56,
Van Paul 46.13,
Vandermolen Jack 58.34,
Vandermolen Jack 60.66,
Vanleeuwen Patrick
41.24, Vazquez Juanita
66.54, Vecchio Real
Estate 33.17, Vecchio
Real Estate 35.94,
Vecchio Real Estate
&Crystal 70, Vecchio
Realty 24.92, Vecchio
Gary 49.98, Velasco
Jesus A 25.85, Villa
Ignacio 55, Vip Nail
Products 90.36, Vision
Marking Devices 38.95,
Vo Dai 31.99, Vo Hai
43.69, Vo Samantha
44.26, Vo Sony Thanh 55,
Vo Thuy 25.16, Vo Tin
Trung 582, Vole Tina Nga
1390, Vpe 200, Vu Julie
H 188, Vu Julie H 856, Vu
Thu 1514, Vu Vong H
93.42, Vuong* Kathy
45.97, Vuong Quyen
31.82, W M Bostic 98.70,
Wadsworth Ladonna
85.73, Wagemann Joyce
& Thomas 32.83, Walters
Wholesale Electric
1264.47, Watkinson
Bryan 58.45, Wells Fargo
Bank Na 50.99, West
John 33.26, Western
Exterminator 145,
Westfield Assets Lp
23.13, Whaley Gavin
65.87, Whaley Gavin
49.10, Wiesner Terry
120.05, Wijono Joe 25.36,
Wiley J Greene 45.94,
Williamson Erin Kathleen
85.45, Wilson Edwin P
78.54, Wolfe James L
48.86, Woodward Mark
42.66, Worley Stephanie
19.93, Wright Jeffrey
48.14, Wu Qiu Yan &
Whitworth James 32, Xiao
Mei 28.13, Yee Sharna
44.56, Yesaian Pargev
55.75, Yi Kris 83.42,
Yolande Princler Kcoc
Glee Club 100, Yoo
Shanny 59.04, Yvonne
Tran 125, Zaman Sakin
20.30, Zarate Ofelia
65.36, Zuniga Moses
27.92

/s/ Teresa Pomeroy, CMC
City Clerk

Date: May 4, 2018
Publish: May 9, 2018 and
May 16, 2018
Orange County
Newspapers

5 of 5

PROOF OF PUBLICATION

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes from the meeting held on June 12, 2018. (*Action Item*) Date: 6/26/2018

Attached are the minutes from the meeting held on June 12, 2018, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	6/21/2018	Minutes	cc-min_06_12_2018.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, June 12, 2018

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE CLOSED SESSION

At 6:07 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Mayor Jones, Mayor Pro Tem Beard, Council
Members O'Neill, T. Nguyen, Bui,
Klopfenstein, K. Nguyen

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CONVENE CLOSED SESSION

At 6:08 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

Sanders v. City of Garden Grove OCSC Case No. 30-2018-00967871

ADJOURN CLOSED SESSION

At 6:30 p.m., Mayor Jones adjourned the Closed Session.

CONVENE REGULAR MEETING

At 6:37 p.m., Mayor Jones convened the meeting in the Council Chamber with all

Council Members present.

Mayor Jones announced that there was no reportable action taken on the Closed Session matter.

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

COMMUNITY SPOTLIGHT IN RECOGNITION OF JACK AND MARGE WALLIN AS THE 2018 STRAWBERRY BALL KING AND QUEEN, AND SENIOR VOLUNTEER MAN AND WOMAN OF THE YEAR

The Community Spotlight for Jack and Marge Wallin was postponed to the next meeting.

UPCOMING JULY 4TH PUBLIC SAFETY UPDATE AS PRESENTED BY THE FIRE DEPARTMENT

Fire Chief Schultz reviewed the Fire Department's preparation for the upcoming July 4th holiday.

ORAL COMMUNICATIONS

Speakers: Mitch Ahtye, Tony Flores, Charles Mitchell, Kay Parcell, Cesar Mata, Chuck Boyd, Claire Bischoff, Leland Sisk, Dale Soeffner, Chuck Jones.

CITY COUNCIL CONSIDERATION OF AN APPEAL OF A DENIAL FOR A FIREWORK STAND PERMIT

Following staff presentation and City Council discussion, Mayor Jones asked if there was someone speaking on this matter. Mr. Doug Nichols approached and spoke on behalf of the appellant, Mr. Isaa Santos and CDA Slammers, and requested the City Council overturn the denial because of the number of Garden Grove residents involved with the CDA Slammers soccer league.

Based on the Municipal Code Title 5.28.020, eligibility requirements for a Fireworks Stand permit, and that CDA Slammers organization is not located in Garden Grove, it was moved by Council Member Beard, seconded by Council Member Bui that:

The Fireworks Stand Permit application by the CDA Slammers be denied.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

PROGRESS REPORT ON THE GARDEN GROVE FARMERS MARKET ON MAIN STREET
FOR CONSIDERATION TO WAIVE FEES ASSOCIATED WITH THE WEEKLY FARMERS
MARKET (Continued from the March 13, 2018, meeting.)

Following staff introduction, a presentation provided by Ms. Lee Ostendorf, and City Council discussion, it was moved by Council Member Klopfenstein, seconded by Council Member Bui that:

The Farmers Market permit be renewed and the fees be waived.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

COUNCIL MEMBER BUI LEFT THE MEETING AT 8:05 P.M.

RECESS

At 8:05 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:30 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Beard, O'Neill, T. Nguyen, Klopfenstein, and K. Nguyen present.

ADOPTION OF A RESOLUTION COMMENDING THE ACHIEVEMENTS OF JACK WALLIN
AND MARGE WALLIN AS THE 2018 STRAWBERRY BALL KING AND QUEEN, AND
SENIOR VOLUNTEER MAN AND WOMAN OF THE YEAR

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

A Resolution commending the achievements of Jack Wallin and Marge Wallin as the 2018 Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ADOPTION OF RESOLUTIONS FOR THE NOVEMBER 6, 2018, GENERAL MUNICIPAL ELECTION

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Resolution No. 9505-18 entitled: A Resolution of the City Council of the City of Garden Grove, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2018, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities, be adopted;

Resolution No. 9506-18 entitled: A Resolution of the City Council of the City of Garden Grove, California, requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 6, 2018, with the statewide General Election to be held on the date pursuant to Section 10403 of the Elections Code, be adopted; and

Resolution No. 9507-18 entitled: A Resolution of the City Council of the City of Garden Grove, California, adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at an election to be held on Tuesday, November 6, 2018, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

RECEIVE AND FILE THE 2017 ANNUAL PROGRESS REPORT ON THE STATUS OF THE GENERAL PLAN

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The 2017 Annual Progress Report on the Status of the General Plan be received and filed; and

Staff be authorized to transmit the annual Report to the Governor's Office of Planning and Research, and the California Department of Housing and Community Development.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ADOPTION OF A RESOLUTION APPROVING THE GARDEN GROVE TOURISM
IMPROVEMENT DISTRICT ADVISORY BOARD'S 2018-19 ANNUAL REPORT,
DECLARATION OF INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2018-19,
AND SETTING THE TIME AND DATE TO CONDUCT A PUBLIC HEARING ON THE
PROPOSED ASSESSMENT

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Resolution No. 9508-18 entitled: A Resolution of the City Council of the City of Garden Grove approving the annual report of the Garden Grove Tourism Improvement District Advisory Board, declaring its intention to levy assessments for Fiscal Year 2018-2019 for the Garden Grove Tourism Improvement District, fixing the time and place of Public Hearing thereon and giving notice thereof, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

APPROVAL OF MEASURE M2 FISCAL YEAR 2018-19 SEVEN YEAR CAPITAL
IMPROVEMENT PLAN, AND ADOPTION OF A RESOLUTION REGARDING THE UPDATE
OF THE 2018 PAVEMENT MANAGEMENT PLAN

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Fiscal Year 2018-19 Measure M2 Seven-Year Capital Improvement Plan, be approved;
and

Resolution No. 9509-18 entitled: A Resolution of the City Council of the City of Garden Grove concerning the status and update of the Pavement Management Plan for the Measure M2 (M2) Program, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

APPROVAL OF AN AMENDMENT TO THE WEST ORANGE COUNTY WATER BOARD (WOCWB) JOINT POWERS AGREEMENT TO CHANGE THE FISCAL YEAR TO JULY 1, 2018, THROUGH JUNE 30, 2019

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The West Orange County Water Board Joint Power Agreement to change the Fiscal Year to July 1, 2018, through June 30, 2019, be approved; and

The Mayor be authorized to sign the Amendment on behalf of the City.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

APPROVAL OF THE PROPOSED FISCAL YEAR 2018-19 WEST ORANGE COUNTY WATER BOARD BUDGET

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The West Orange County Water Board Fiscal Year 2018-2019 proposed budget be approved.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ACCEPTANCE OF STREET DEEDS GRANTING A PORTION OF REAL PROPERTY
KNOWN AS ORANGE COUNTY ASSESSOR'S PARCEL NUMBERS 231-031-02 AND
231-031-07 AT LEWIS STREET AND CHAPMAN AVENUE, GARDEN GROVE

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The Street Deeds granting a portion of real property known as Orange County Assessor Parcel Numbers 231-031-02 and 231-031-07 for the property at Lewis Street and Chapman Avenue, Garden Grove, for public street and highway purposes, be accepted; and

The City Clerk be authorized to accept the Street Deeds on behalf of the City.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

APPROPRIATION AND ALLOCATION OF FEDERAL ASSET FORFEITURE FUNDS FOR
THE PURCHASE OF POLICE DEPARTMENT EQUIPMENT

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Existing federal asset forfeiture funds (Fund 112) in the amount of \$22,000 for Fiscal Year 2017-18 be appropriated; and

These funds be allocated towards the purchase of equipment for the Police Department SWAT team.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR ONE (1) NEW POLICE
PATROL VEHICLE

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The Finance Director be authorized to issue a purchase order in the amount of \$30,801.55 to National Auto Fleet Group for the purchase of one (1) new police patrol vehicle.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR TWO (2) PUBLIC WORKS UTILITY TRUCKS

This matter was heard later in the meeting.

AUTHORIZE THE ISSUANCE OF PURCHASE ORDERS WITH ECONOLITE CONTROL PRODUCTS AND JTB SUPPLY COMPANY, INC., FOR FISCAL YEAR 2018-19 TRAFFIC CONTROL OPERATIONS

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The Finance Director be authorized to issue a purchase order to Econolite Control Products, in the amount not to exceed \$75,000, to purchase Econolite controllers; and

The Finance Director be authorized to issue a purchase order to JTB Supply Company, Inc., in the amount not to exceed \$125,000, to purchase traffic control products.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent (1) Bui

APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT WITH CABCO YELLOW, INC. FOR THE SENIOR MOBILITY PROGRAM

This matter was heard later in the meeting.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MAY 8, 2018
(F: Vault)

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The minutes from the meeting held on May 8, 2018, be received and filed.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

WARRANTS

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Payroll Warrants 182242 through 182277; 182278 through 182317; 182318 through 182372; Direct Deposits D329908 through D330610; D330609 through D331313; D331312 through D332018; Wires W2470 through W2473; W2474 through W2477; W2478 through W2481; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Regular Warrants 638548 through 638957; 638958 through 639257; 639258 through 639508; 639509 through 639695; and Wires W2161 through W2173; W2174 through W2181; W2182 through W2183; W639257 through W639507; W639422 and W639454; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

PUBLIC HEARING - ADOPTION OF RESOLUTIONS FOR THE ANNUAL LEVY OF FISCAL YEAR 2018-19 ASSESSMENTS FOR GARDEN GROVE STREET LIGHTING DISTRICT, GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1, AND GARDEN GROVE PARK MAINTENANCE DISTRICT

Following staff's presentation, Mayor Jones declared the Public Hearing open for Garden Grove Street Lighting District No. 99-1, City of Garden Grove Street Lighting District, and Garden Grove Park Maintenance District and asked if anyone wished to address the City Council on the matter.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

The City Clerk announced that no protests were received for the Garden Grove Street Lighting District No. 99-1, City of Garden Grove Street Lighting District, or the Garden Grove Park Maintenance District; therefore, there is not a majority protest for any of the three Districts.

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Resolution No. 9510-18 entitled A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessment for 2018-19 Fiscal Year for the City of Garden Grove Street Lighting District No. 99-1, be adopted;

Resolution No. 9511-18 entitled: A Resolution of the City Council of the City of Garden Grove making determinations for the City of Garden Grove Park Maintenance District and confirming the diagram and assessment for Fiscal Year 2018-19, be adopted; and

Resolution No. 9512-18 entitled: A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessment for 2018-19 Fiscal Year for the City of Garden Grove Street Lighting District, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Beard, O'Neill, T. Nguyen, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None
Absent:	(1)	Bui

PUBLIC HEARING - ADOPTION OF A RESOLUTION CONFIRMING THE ANNUAL LEVY OF FISCAL YEAR 2018-19 ASSESSMENT FOR THE DOWNTOWN ASSESSMENT DISTRICT

Following staff's presentation, Mayor Jones declared the Public Hearing open and asked if anyone wished to address the City Council.

Speakers: None.

There being no response from the audience, the Public Hearing was declared closed.

The City Clerk announced that no protests were received for the Downtown Assessment District; therefore, there is not a majority protest.

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Resolution No. 9513-18 entitled: A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessments for 2018-2019 Fiscal Year for the Garden Grove Downtown Assessment District, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Beard, O'Neill, T. Nguyen, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None
Absent:	(1)	Bui

PUBLIC HEARING – ADOPTION OF A RESOLUTION ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES (F: 60.2A)

Following staff's presentation and City Council discussion, Mayor Jones declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

It was moved by Council Member Beard, seconded by Council Member O'Neill that:

Resolution No. 9514-18 entitled: A Resolution of the City Council of the City of Garden Grove establishing and amending user fees for various City services, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

INTRODUCTION AND FIRST READING TO CONSIDER ADOPTION OF AN ORDINANCE
FOR THE PARAMEDIC TAX OVERRIDE RATE FOR FISCAL YEAR 2018-19

(As approved earlier in the meeting, it was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen, and approved by a 6-0-1 vote, that full reading of ordinances listed be waived.)

Following staff presentation, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen that:

Ordinance No. 2893 entitled: An Ordinance of the City Council of the City of Garden Grove establishing the amount of money for paramedic services that must be raised by an ad valorem tax override and the setting of the tax rate of said override, be passed to second reading.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent (1) Bui

APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY
OF ORANGE TO PROVIDE FORENSIC SERVICES

Following staff presentation and City Council discussion, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen that:

The Amendment to the Agreement with the County of Orange to provide forensics services to the City, in the amount of \$516,785, for Fiscal Year 2018-19, be approved; and

The Mayor be authorized to execute the agreement on behalf of the City.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

VACATION OF GENERAL EASEMENTS FOR PUBLIC UTILITY PURPOSES FOR A PORTION OF THE PROPERTY LOCATED AT 11235 BOWLES AVENUE, GARDEN GROVE

Following staff presentation, Mayor Jones thanked City staff for expediting the easement vacation.

It was moved by Mayor Jones, seconded by Council Member Beard that:

Resolution No. 9515-18 entitled: A Resolution of the City Council of the City of Garden Grove declaring intent to process vacations of general easements for public utility purposes of the certain public easements generally Located across Parcel 1 and Parcel 2 of Lot Line Adjustment 007-2014, be adopted; and

That at the Regular City Council Meeting scheduled July 10, 2018, at 6:30 p.m. or as soon as can be heard, be fixed as the time for the Public Hearing for all persons interested in or objecting to the proposed public utility vacation.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AWARD OF CONTRACT TO GENERAL PUMP COMPANY, INC. FOR PROJECT NO. 7377 - WESTHAVEN WELL NO. 21 REDEVELOPMENT PROJECT

Following staff presentation and City Council discussion, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

A contract be awarded to General Pump Company, Inc., in the amount of \$290,530, for the construction of Project No. 7377 – Westhaven Well No. 21 Redevelopment Project; and

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AWARD OF CONTRACT TO BIG BEN INC., FOR PROJECT NO. 7401 - WATER
SERVICE LINE REPLACEMENT IMPROVEMENT PROJECT, PHASE II

Following staff presentation and City Council discussion, it was moved by Council Member Klopfenstein, seconded by Council Member O'Neill that:

A contract be awarded to Big Ben Inc. for \$1,215,322 for the construction of Project No. 7401 – Water Service Line Replacement Improvement Project, Phase II; and

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AWARD OF CONTRACT TO R.J. NOBLE COMPANY FOR STREET REHABILITATION
PROJECT NO. 7280 - CHAPMAN AVENUE, SAPPHIRE STREET, HEALEY AVENUE,
SANTA RITA AVENUE, AND WILD GOOSE STREET, GARDEN GROVE

Following staff presentation and City Council discussion, it was moved by Council Member Beard, seconded by Council Member O'Neill that:

A contract be awarded to R.J. Noble Company, in the amount of \$2,404,450.00, for Street Rehabilitation Project No. 7280, Chapman Avenue from Brookhurst Street to Nelson Street, Sapphire Street from Belgrave Avenue to Vanguard Avenue, Healey Avenue at Lamplighter Street, Santa Rita Avenue from Lamplighter Street to Wild Goose Street, and Wild Goose Street from Chapman Avenue to Santa Rita Avenue, Garden Grove; and

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

DISCUSSION ON A PROPOSED PROCLAMATION DECLARING LGBT PRIDE MONTH AS REQUESTED BY COUNCIL MEMBER KIM NGUYEN

Council Member K. Nguyen stated that she had visited her alma mater UC Santa Cruz with a friend and was inspired by the many murals featuring human rights issues and when seeing a mural celebrating the life of Harvey Milk, she realized that June is Gay Pride Month, and that June 12, 2016, was the date of the Pulse nightclub massacre. She noted that Garden Grove has not celebrated gay pride month in the past and stated that change is neither bad nor impossible. She quoted Harvey Milk that, "It takes no compromising to give people their rights. It takes no money to respect the individual. It takes no survey to remove repressions." She asked for support and moved to adopt the proposed proclamation declaring June as LGBT Pride Month. Her motion was seconded by Mayor Jones and carried by a 6-0-1 vote as follows:

Ayes: (6) Beard, O'Neill, T. Nguyen, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
(Continued)

Council Member Beard wished Council Member Klopfenstein a Happy Birthday. He expressed his appreciation for Charles Mitchell's passion and patriotism; and he encouraged everyone to fly their American flags to honor Flag Day on June 14th. He asked that future discussion items be placed on the agenda to include: an overview of code enforcement activities and a report on the code enforcement issues brought up by Mr. Mata and Ms. Purcell during oral communications; commercial code enforcement; a more detailed report on Public Safety's July 4th activities with a breakdown of costs, citations, and block parties; and discussion on establishing a city charter.

Council Member O'Neill expressed appreciation for Charles Mitchell's passion for his country and in educating youth on American wars for independence. He noted this past Strawberry Festival was a big success and he appreciates the Festival's board members and all of the volunteers. He stated that the Women's Civic Club will be holding a 50's shake rattle and roll fund raising themed dinner dance to help disabled veterans and if you contact him to buy a ticket, he will pay for a second

ticket. He commented that as a long-time resident of Garden Grove he has not seen an issue with safe and sane fireworks. He encouraged residents to contact the police if they hear illegal fireworks in their neighborhood, and suggested the community be helpful by notifying the police about illegal fireworks being used before and after the July 4th celebration as well. He noted that as summer is coming, make sure and secure pool areas and protect your children, suggesting that investing in a pool alarm is worthwhile and could save lives.

Council Member T. Nguyen congratulated graduates from elementary through college. She noted that this coming Sunday is Father's Day and wished a happy Father's Day to all of the Fathers, and she wished a Happy Birthday to Council Member Klopfenstein. She thanked Mr. Leland Sisk for submitting his proposed ordinance regarding RV Parking and expressed appreciation for the data he provided.

Council Member K. Nguyen asked that staff provide an update on parking and traffic issues on Roxey Drive between Trask Avenue and Westminster Avenue and between Hazard Avenue and Lampson Avenue; burglaries of homes backing up to the flood control channel across from Santiago High School. She asked that no one leave their dog enclosed in cars with the approaching warmer weather. She invited everyone to attend the free outdoor movie event coming up on Wednesday, June 20, at 6:00 p.m. at the Elks Lodge located on Trask Avenue, for family entertainment and photo opportunities with Batman and Wonder Woman and with screening of the Justice League starting at 8:30 p.m. Details about the event are available on the City's website at www.ci.garden-grove.ca.us She wished a Happy Birthday to Council Member Klopfenstein and an early Happy Birthday to her stepmother, and she wished all Dad's a Happy Father's Day.

Council Member Klopfenstein noted that Vector Control will be attending the next City Council meeting to provide an update, and that Garden Grove is considered a high risk city for the West Nile virus. She congratulated all of the graduates and her own daughter graduating from kindergarten. She thanked her friend Chuck Jones for attending tonight's meeting and having the courage to share his personal story.

City Manager Stiles noted that an email update will be sent to the Council Members regarding the Code Enforcement issues brought up by residents at tonight's meeting. Further, there will be a report provided by the Community and Economic Development Director, Lisa Kim, and the Building Official, David Dent regarding the progress and changes to the Code Enforcement division. There will be a budget report provided at the next City Council meeting. At the Scan Natoa Spring Conference, cable television staff members, Jeff Davis and Marie Moran, received two first place STAR awards in recognition of excellence in government programming in California and Nevada for their Police Memorial video, "Fathers, Husbands, and Friends of the Fallen Five," and the "Shop in Garden Grove" campaign; they also received two second place awards, one for their video of

"Garden Grove Streamlines Building and Safety," and the other for their video of the Strawberry Festival parade 2017.

Mayor Jones announced that he will be adjourning the meeting in memory of Chuck Stevens, who passed away just days before his 100th birthday. A Garden Grove resident, Mr. Stevens was a professional baseball player who played with Ted Williams, Bobby Doerr, Jackie Robinson, Vern Stephens, Bob Sturgeon, and his lifelong friend, Bob Lemon. Mr. Stevens is survived by his wife Maria, daughter, and grandsons.

ADJOURNMENT

At 9:20 p.m., Mayor Jones adjourned the meeting in memory of Chuck Stevens. The next Regular City Council Meeting will be held on Tuesday, June 26, 2018, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of warrants. (Action Item)	Date:	6/26/2018

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	6/21/2018	Warrants	CC_Warrants_6-26-18.pdf

182373	JENNIFER A GERACI	(VOID)	0.00	182374	JENNIFER A GERACI	2917.93
182375	SUSAN L WINN		860.53	182376	JUDITH A MOORE	2023.84
182377	DIANE BELAIR		1644.96	182378	JO ANNE M CHUNG	2311.34
182379	THOMAS E BUTTERS		2100.25	182380	CHRIS M VERES	2460.95
182381	WILLIAM J ENGELS		646.98	182382	ROBERT R MOUNGEY	541.76
182383	MICHAEL F ROCHA		1905.18	182384	KEVIN L RAY	349.43
182385	RAYMOND A BUCHLER		631.88	182386	DANIEL C MOSS	2072.22
182387	YUKIYOSHI NAKAGAWA		1506.85	182388	ROBERTO RODRIGUEZ	613.13
182389	FRANK X DE LA ROSA		1747.51	182390	ALEX C BEARD	190.89
182391	CASEY S BEARD		270.99	182392	MELISSA L BELL	163.16
182393	RACHAEL M CHOATE		172.72	182394	DEANNA M CHUMACERO	1038.75
182395	BLADEN E CROSBY		74.57	182396	MARLY DELGADO CHAVEZ	210.32
182397	LORENE U DO-LE		354.69	182398	ANTHONY GOMEZ JR	35.38
182399	STEVEN E GOMEZ		349.49	182400	DEBORAH GONZALEZ	212.14
182401	KALYSTA N LOPEZ		320.71	182402	JOHANA L MALDONADO	157.67
182403	JUAN A MARTINEZ		325.64	182404	HEAVYN J NANCE	49.53
182405	DANIEL G NORDWICK		349.42	182406	BRENDA PATINO MARQUEZ	96.01
182407	JULIE T PHAN		35.38	182408	SHADY S PUAILLOA	146.55
182409	YARELI SANCHEZ GUIJOSA		121.28	182410	ALEJANDRA M SERNA	322.91
182411	RYAN J STEVENS		35.38	182412	ANGELICA Q TO	417.40
182413	JENNIFER J VICENS		314.95	182414	ALAN P VU	95.87
182415	TIFFANY D VU		166.75	182416	ALBERT R LECOU JR	1820.33
182417	EUN WHA LEE		502.67	182418	TIMOTHY M SUTTON	958.36
182419	O.C.E.A. GENERAL		2440.09	182420	O.C.E.A.	1330.85
182421	COMMUNITY HEALTH CHARITI		50.00	182422	GARDEN GROVE POLICE ASSO	1510.00
D332017	KRIS C BEARD		301.46	D332018	PHAT T BUI	54.25
D332019	STEVEN R JONES		129.58	D332020	STEPHANIE L KLOPFENSTEIN	153.01
D332021	DIEDRE THU HA NGUYEN		277.66	D332022	KIM B NGUYEN	279.45
D332023	JOHN R O'NEILL		296.97	D332024	PAMELA M HADDAD	1615.46
D332025	SHAWN S PARK		1903.64	D332026	SCOTT C STILES	6296.20
D332027	MARIA A STIPE		6214.12	D332028	MEENA YOO	1989.96
D332029	DENISE KEHN		2164.24	D332030	MARITZA PIZARRO	1630.35
D332031	TERESA L POMEROY		8543.20	D332032	LIZABETH C VASQUEZ	1802.20
D332033	SHAUNA J CARRENO		2011.98	D332034	TERESA G CASEY	1464.75
D332035	VIRGINIA DELGADO		1592.20	D332036	DANNY HUYNH	3413.28
D332037	VILMA C KLOESS		1834.57	D332038	IVY LE	1805.28
D332039	TAMMY LE		1298.54	D332040	LINDA MIDDENDORF	2414.85
D332041	ROSALINDA MOORE		1374.47	D332042	MARIA A NAVARRO	2164.16
D332043	PHUONG VIEN T NGUYEN		2227.78	D332044	QUANG NGUYEN	2309.71
D332045	TINA T NGUYEN		2187.44	D332046	THYANA T PHI	2243.49
D332047	MARIA RAMOS		2131.31	D332048	TANYA L TO	1478.85
D332049	CUONG K TRAN		1885.27	D332050	ELAINE TRUONG	1334.36
D332051	THANH-NGUYEN VO		1419.16	D332052	SYLVIA GARCIA	2026.36
D332053	KINGSLEY C OKEREKE		4982.72	D332054	KAREN M HARRIS	2500.56
D332055	HEIDI M JANZ		2482.45	D332056	CHRISTI C MENDOZA	613.48
D332057	ANN C EIFERT		2605.13	D332058	DEBORAH A POWELL	1686.34
D332059	MARGARITA A ABOLA		1772.21	D332060	MARY ANN M ALCANCIA	2460.69
D332061	MARISA ATIN RAMOS		1062.09	D332062	ELLIS EUN ROK CHANG	2607.82

**** PAGE TOTAL = 134018.64

D332063	JANET J CHUNG	1973.13	D332064	RHONDA C KAWELL	2458.32
D332065	ROBERT W MAY	1345.67	D332066	SHAWNA A MCDONOUGH	1857.58
D332067	HEIDY Y MUNOZ	2443.67	D332068	ALEXANDER TRINIDAD	2564.17
D332069	LIGIA ANDREI	1422.30	D332070	ARIANA B BAUTISTA	1535.03
D332071	KAREN J BROWN	741.36	D332072	CORINNE L HOFFMAN	2335.54
D332073	JEFF N KURAMOTO	2281.03	D332074	CHELSEA E LUKAS	1471.87
D332075	EDWARD E MARVIN JR	1724.78	D332076	ANGELA M MENDEZ	1743.17
D332077	MONICA A NEELY	2754.55	D332078	JENNIFER L PETERSON	1823.93
D332079	ANH PHAM	1672.74	D332080	EVA RAMIREZ	1675.44
D332081	HELEN E WHITTAKER DEGEN	852.07	D332082	JAIMIE F CHAVEZ	1449.90
D332083	GARY F HERNANDEZ	1580.67	D332084	NEAL M MANALANSAN	1508.45
D332085	DANIEL J SANCHEZ	1545.87	D332086	SANDRA E SEGAWA	3249.00
D332087	ALANA R CHENG	2246.36	D332088	LISA L KIM	4595.21
D332089	JAYME K AHLO	2352.18	D332090	JULIE A ASHLEIGH	1863.27
D332091	MICHAEL G AUSTIN	2464.77	D332092	RITA M CRAMER	2402.44
D332093	CHRISTOPHER J CRANDALL	2528.19	D332094	DAVID A DENT	3651.26
D332095	TODD C HARTWIG	2366.60	D332096	RALPH V HERNANDEZ	2151.62
D332097	AARON J HODSON	1983.88	D332098	DONALD E LUCAS	2686.71
D332099	GUADALUPE E MERCADO	1665.02	D332100	SVETLANA MOURE	2077.75
D332101	PHU T NGUYEN	3209.09	D332102	LORENA J QUILLA-SOULES	2282.30
D332103	CHRISTOPHER CHUNG	4860.28	D332104	PAUL GUERRERO	3003.17
D332105	LEE W MARINO	3589.48	D332106	MARIA L MEDRANO	1993.70
D332107	MARIA C PARRA	2619.95	D332108	ERIN WEBB	3240.72
D332109	GREG BLODGETT	2877.28	D332110	MONICA COVARRUBIAS	2709.95
D332111	GRACE E LEE	2211.99	D332112	AMEENAH ABU-HAMDIYAH	1680.71
D332113	ROY N ROBBINS	2702.26	D332114	ALLISON D WILSON	1936.47
D332115	MICHAEL C BOS	2257.42	D332116	DANIEL J CANDELARIA	4117.51
D332117	VINCENT L DE LA ROSA	1951.73	D332118	KAMVAR DIBAJ	1019.47
D332119	ALICIA M HOFER	1628.55	D332120	NICOLAS C HSIEH	2814.30
D332121	ROSEMARIE JACOT	1888.69	D332122	SHAN L LEWIS	3280.86
D332123	NAVIN B MARU	3377.17	D332124	JUAN C NAVARRO	2129.06
D332125	MICHAEL F SANTOS	2607.37	D332126	MARK P UPHUS	3425.55
D332127	JOSE A VASQUEZ	2658.81	D332128	ANA G VERGARA NEAL	2184.26
D332129	DAI C VU	5392.00	D332130	KHANG L VU	2926.41
D332131	JOSHUA J ARIONUS	2007.54	D332132	JAN BERGER	1921.70
D332133	ROBERT P BERMUDEZ	3031.66	D332134	TIM P CANNON	2811.49
D332135	MYUNG J CHUN	3473.40	D332136	CARINA M DAN	506.24
D332137	JUSTIN E DAVENPORT	1244.41	D332138	RYAN H DAVIS	1551.78
D332139	RONALD W DIEMERT	1870.50	D332140	CHRIS N ESCOBAR	2928.49
D332141	JASON A FERTAL	3257.16	D332142	ALEXANDER L GERRY	1232.98
D332143	ALEJANDRO GONZALEZ	2584.82	D332144	MICHAEL J GRAY	1090.72
D332145	LARRY GRIFFIN	1942.37	D332146	ROBERT A HAENDIGES	2381.18
D332147	RYAN S HART	1655.88	D332148	ROBERT M HIGGINBOTHAM	1265.80
D332149	EDWARD A HUY	2114.61	D332150	VIDAL JIMENEZ	1720.28
D332151	SAMUEL K KIM	3355.86	D332152	BRENDA L LAI	427.61
D332153	REBECCA PIK KWAN LI	3171.25	D332154	SCOTT T LOWE	2780.30
D332155	DAVID MA'AE	2219.49	D332156	TYLER MEISLAHN	1826.42
D332157	JESSE K MONTGOMERY	2208.06	D332158	STEVEN J MOYA JR	1929.74

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D332159	BASIL G MURAD	1998.34	D332160	DUC TRUNG NGUYEN	2152.92
D332161	CORNELIU NICOLAE	2450.26	D332162	ANDREW I ORNELAS	1545.15
D332163	DAVID A ORTEGA	2423.02	D332164	CELESTINO J PASILLAS	4842.27
D332165	WILLIAM F PEARSON	2157.88	D332166	LES A RUTENSCHILD	2516.40
D332167	JONATHAN RUIZ	2323.56	D332168	MODESTO R SALDANA	1879.93
D332169	ALEXIS SANTOS	1015.91	D332170	ADRIAN M SARMIENTO	2473.01
D332171	ALBERT TALAMANTES JR	2188.26	D332172	MINH K TRAN	2239.59
D332173	ALEJANDRO VALENZUELA JR	1227.24	D332174	ALEJANDRO N VALENZUELA	1843.05
D332175	KATHLEEN N VICTORIA	794.57	D332176	RONALD J WOLLAND	1676.62
D332177	VICTOR K YERGENSEN	2990.81	D332178	ALICE K FREGOSO	1811.54
D332179	RAQUEL K MANSON	2466.75	D332180	CAROLYN E MELANSON	1550.08
D332181	WILLIAM E MURRAY JR	5962.99	D332182	EMILY H TRIMBLE	1526.86
D332183	ALFRED J AGUIRRE	2682.65	D332184	RODOLPHO M BECERRA	1717.11
D332185	EDGAR A CANO	1608.78	D332186	ALBERT J CARRISOZA	1678.82
D332187	MARRAY R CHAPMAN	588.14	D332188	GABRIELA R CONTRERAS	1911.08
D332189	JULIE T COTTON	704.35	D332190	DANIEL A DEL ROSARIO	613.13
D332191	ERIC M ESPINOZA	1309.99	D332192	HECTOR M ESPINOZA	1501.00
D332193	ROBERT J FRANCO	583.12	D332194	MAURICIO S GARCIA	1650.28
D332195	GLORIA GAW	2066.53	D332196	RICHARD R GOSSELYN	2926.73
D332197	HERMILO HERNANDEZ	1590.95	D332198	DARNELL D JERRY	796.00
D332199	BRENT KAYLOR	2100.45	D332200	MARK W LADNEY	2261.16
D332201	RAUL LEYVA	1586.00	D332202	ANTONIO R MARTIN	2105.98
D332203	DIEGO A MEJIA	1595.76	D332204	RIGOBERTO MENDEZ	1976.13
D332205	JON A MIHAILA	750.86	D332206	STEVEN T ORTIZ	2592.81
D332207	RICHARD L PINKSTON	6746.45	D332208	BRADLEY J POINDEXTER	733.91
D332209	STEVE J TAVANU'U	1967.64	D332210	SUSAN VITALI	988.77
D332211	STEPHANIE A WASINGER	886.53	D332212	IOAN ANDREI	627.49
D332213	SYLVESTER A BABINSKI IV	1487.40	D332214	JEFFREY G CANTRELL	2023.85
D332215	THOMAS C COUNTS	2056.33	D332216	JAMES CUNNINGHAM	2053.79
D332217	EARNEST L DOMINGUEZ	549.97	D332218	JULIA ESPINOZA	1159.77
D332219	ALBERT R EURS II	2098.00	D332220	CECELIA A FERNANDEZ	1129.79
D332221	CONRAD A FERNANDEZ	969.99	D332222	DIANA GOMEZ	524.18
D332223	JORGE GONZALEZ	1087.83	D332224	MICHAEL R GREENE	1952.40
D332225	RONALD D GUSMAN	858.35	D332226	GLORIA A HARO	1142.63
D332227	ERIC W JOHNSON	1046.61	D332228	URIEL MACIAS	818.17
D332229	LUIS Y MENDOZA AGUILAR	936.29	D332230	KHUONG NGUYEN	1142.63
D332231	ALEJANDRO ORNELAS	944.66	D332232	WILLIAM R PICKRELL	2613.12
D332233	DELFRADO C REYES	1142.63	D332234	RAFAEL ROBLES	1212.14
D332235	ADRIANNA M RODRIGUEZ	898.05	D332236	RODERICK THURMAN	1556.35
D332237	EVARISTO VERA	1587.53	D332238	RICHARD L WILLIAMS	1683.97
D332239	ANSELMO AGUIRRE	1766.39	D332240	CHRISTOPHER L ALLEN	1753.08
D332241	PHILLIP J CARTER	2359.32	D332242	RICK L DUVAL	2676.80
D332243	CASEY G GIROUARD	601.13	D332244	AARON R HANSEN	1763.32
D332245	PATRICIA CLAIR HAYES	3708.77	D332246	HUY HOA HUYNH	1975.96
D332247	BRYAN D KWIAKOWSKI	1358.90	D332248	CHRISTOPHER B PRUDHOMME	1774.23
D332249	ROLANDO QUIROZ	1530.08	D332250	TODD R REED	2527.93
D332251	ESTEBAN H RODRIGUEZ	1465.03	D332252	LUIS A TAPIA	2054.16
D332253	MICHAEL W THOMPSON	3222.64	D332254	WILLIAM J WHITE	2020.28

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D332255	JESSE GUZMAN	2069.21	D332256	BRETT A WEISLAHN	1841.05
D332257	MARK E MONSON	2275.67	D332258	AUSTIN H POWELL	1716.98
D332259	MELVIN P REED	1145.12	D332260	STEPHEN D SUDDUTH	1727.51
D332261	TIMOTHY WALLINGFORD	3499.55	D332262	HILLARD J WILLIAMS	623.38
D332263	SOMELIA K GOUNTOUNA	1556.74	D332264	ALBERT J HOLMON III	3207.30
D332265	VICTOR T BLAS	2460.04	D332266	ERVIN DUBRUL	1500.28
D332267	JEREMY J GLENN	1375.15	D332268	JOSE GOMEZ	2245.51
D332269	BRENT W HAYES	2761.65	D332270	FRANK D HOWENSTEIN	2413.79
D332271	ALLEN G KIRZHNER	1921.02	D332272	BRANDON S NUNES	1130.35
D332273	STEPHEN PORRAS	2561.02	D332274	JESSE VIRAMONTES	1708.31
D332275	JOHN ZAVALA	3946.36	D332276	VERONICA AVILA	2135.15
D332277	JEFFREY P DAVIS	3105.38	D332278	NOELLE N KIM	1643.17
D332279	MISSY M MENDOZA	175.67	D332280	MARIE L MORAN	2410.40
D332281	ANA E PULIDO	3412.09	D332282	KRISTY H THAI	2139.18
D332283	KARTLYN L AGATEP	507.10	D332284	EDWARD D AMBRIZ GARCIA	417.16
D332285	STEPHANIE AMBRIZ	1107.36	D332286	JOSELYN D AVALOS	598.35
D332287	SARAH M BAIRD	748.91	D332288	GABRIELLA E BALANDRAN	476.97
D332289	VALERIA J BARON	325.64	D332290	JOSUE BARREIRO MENDOZA	1409.91
D332291	NICHOLAS J BARRETT	119.37	D332292	ALEXIS R BAUTISTA-MOYANO	173.09
D332293	DYLAN J BOGGAN	678.10	D332294	MEGAN M CALDERON	27.86
D332295	IMMANUEL M CALDONA	464.74	D332296	RACHEL M CAMARENA	1807.36
D332297	RENE CAMARENA	1750.34	D332298	MARTI CARROLL	1624.44
D332299	VICTORIA M CASILLAS	1734.35	D332300	AMANDA D CROSS	1119.85
D332301	GISELL L CRUZ	380.66	D332302	KENNETH E CUMMINGS	584.35
D332303	GABRIELA DIAZ	452.91	D332304	GRISSELL V EVERASTICO	558.98
D332305	MARK C FREEMAN	2820.76	D332306	JARED D GARCIA	245.74
D332307	VANESSA L GARCIA	401.20	D332308	JACOB R GRANT	1818.01
D332309	ASHLY L HANNAH	199.72	D332310	EMERIE R HERRERA	222.89
D332311	KIMBERLY K HOLER	432.36	D332312	CAROLINA HONSTAIN	336.30
D332313	ANA C IZQUIERDO	489.40	D332314	ANN KELLER PLUMB	424.09
D332315	ISABELLA H KUBES	197.21	D332316	MARISSA D LOPEZ	51.89
D332317	ERIK C LUBSEN	209.33	D332318	STEPHANIA LUNA	564.12
D332319	ELAINE M MA'AE	2518.30	D332320	JESUS MEDINA	1521.94
D332321	JUAN MEDINA	1956.71	D332322	JOHN A MONTANCHEZ	4143.73
D332323	BRIANNA M MOORE	1087.86	D332324	KIRSTEN K NAKAISHI	511.50
D332325	GINA D NECCO	395.91	D332326	JACOB J NEELY	323.07
D332327	ALLEN T NGUYEN	300.49	D332328	NOEL N NICHOLAS	1232.53
D332329	JENNIFER GODDARD NYE	2391.91	D332330	GABRIELA O'CADIZ-HERNAND	3011.13
D332331	NANCY A OCAMPO	688.73	D332332	LORI OCHOA	1677.14
D332333	STEPHANIE ORTIZ	312.01	D332334	CHRISTIAN PANGAN	439.28
D332335	EMILY PATINO MARQUEZ	175.82	D332336	GABRIELA PEDRAZA	440.95
D332337	JANET E PELAYO	2799.84	D332338	JESUS PEREZ	385.17
D332339	KATIE L PHAM	252.67	D332340	ARIELLE PICKRELL	1477.93
D332341	JENAVIE QUINTERO	608.69	D332342	SUGEIRY REYNOSO	2370.20
D332343	CATIA J RIVERA	815.01	D332344	MARINA Y ROMERO	1593.69
D332345	MONICA K ROMO	300.49	D332346	TANYA ROSAS	559.00
D332347	DIANA SALDIVAR	250.27	D332348	RICARDO SALDIVAR	569.99
D332349	LARISSA E SANTOS	168.55	D332350	DANA MARIE SAUCEDO	2070.36

**** PAGE TOTAL = 121538.72

D332351	EMERON J SCHLUMBERGER	925.63	D332352	KRISTOF A SIERRA	55.58
D332353	REBECCA S SMITH	229.86	D332354	SARAH L SMITH	266.14
D332355	AUSTIN M ST MARSEILLE	218.50	D332356	MIRANDA M TORRES	218.50
D332357	KENNETH P TRAVIS III	429.53	D332358	CLAUDIA VALDIVIA	2760.34
D332359	JEFFREY VAN SICKLE	2064.65	D332360	BREANA C VARGAS	418.25
D332361	DAISY O VENCES	437.92	D332362	JOSHUA VENCES	227.58
D332363	PAUL E VICTORIA	1059.28	D332364	JACOB D VIRAMONTES	200.33
D332365	JANICE PHUONG VU	1419.19	D332366	DAVID M WILMES	460.49
D332367	AMANDA M POLLOCK	1572.25	D332368	THOMAS R SCHULTZ	2795.42
D332369	TREVOR G SMOUSE	1865.56	D332370	ALBERTO ACOSTA	4317.42
D332371	ANTHONY R ACOSTA	1111.47	D332372	JOHN D BARANGER III	4305.73
D332373	LUCAS B BAUER	3180.61	D332374	BRADLEY D BELL	4335.66
D332375	JERRY R BRENNAN	5806.88	D332376	GUY BROWN	408.95
D332377	JOSE J CAMBEROS	3394.12	D332378	DANIEL L CLEARWATER	4057.16
D332379	YVES G CLERMONT	2504.56	D332380	JOE W CRAWFORD	2838.74
D332381	TIMOTHY A CRAWFORD	2941.65	D332382	JUSTIN D DOYLE	4849.21
D332383	MICHAEL G ECKHARDT JR	4149.99	D332384	DAVID W EDNOFF	4087.50
D332385	STEVE P FELLNER	1559.04	D332386	JAMES L GABBARD	2452.15
D332387	DREW R GARCIA	3510.88	D332388	JEFF W HANNA	3028.07
D332389	MATTHEW R HENSHAW	2317.98	D332390	MICHAEL L JACOBS	2893.20
D332391	WILLIAM R JAEGER	3104.55	D332392	JORDAN R JEMIOLO	4665.44
D332393	MATTHEW C KLEIBACKER	2780.30	D332394	SCOTT A KUHLMAN	4377.65
D332395	NICHOLAS A LERARIO	1653.57	D332396	COREY L LINDSAY	1461.73
D332397	NORMAN M LOVELY	1958.49	D332398	CHEYNE C MAULE	4522.81
D332399	TERRY A MCGOVERN JR	6685.82	D332400	SHANE D MELLE	1971.09
D332401	TRAVIS M MELLE	4658.49	D332402	MARK A MICKELSEN	4651.36
D332403	SON L NGUYEN	4251.08	D332404	THANH Q NGUYEN	5935.56
D332405	FREDERICK N NIBLO	2226.97	D332406	BRENT C PARDOEN	2893.86
D332407	MICHAEL KURT RIETH	2693.34	D332408	WADE E RUHMAN	3740.13
D332409	DENNIS L RUZICKA	4185.57	D332410	DAVID C SANCHEZ	3441.75
D332411	TIMOTHY S SAWYER	4708.58	D332412	NICK R SCHAEFER	2779.56
D332413	SCOTT A SCHERER	3011.18	D332414	MORRIS B SPELL	7607.64
D332415	WILLIAM S STROHM	4538.83	D332416	JUSTIN D TRAVER	2666.92
D332417	CHRISTOPHER B TRENHOLM	3571.87	D332418	JUSTIN TRUHILL	5610.72
D332419	MARIO G VALDERRAMA	4371.43	D332420	DAVID S WALDSCHMIDT	3959.71
D332421	MARK S WEISS	2117.25	D332422	JOSEPH A WINGERT JR	3634.18
D332423	JASON R BLOMGREN	3613.39	D332424	MYLES A BURROUGHS	2116.50
D332425	DAVID M CARLSON	5434.97	D332426	PARKER W CARY	6626.29
D332427	JOSHUA A FELDMAN	4107.88	D332428	TIMOTHY D FISHER	8875.38
D332429	GARRET M FURUTA	1807.38	D332430	CHRISTOPHER P HAWKINS	3281.81
D332431	SHANE S HOWEY	2299.34	D332432	PETER M HUBER	2388.60
D332433	JAYCEN R JUSTUS	1669.40	D332434	ANTHONY L KNAACK	2488.81
D332435	ROSS L LAIRD III	1734.62	D332436	JOSHUA D LEE	4972.83
D332437	DANIEL J MOORE	3195.18	D332438	GRANT A NOBLE	3255.85
D332439	ERIC S NORRDMAN	2990.96	D332440	ANTHONY J PAGE	2086.26
D332441	ERIC M PALOMO	3450.85	D332442	ANDREW J ROACH	2830.05
D332443	RICHARD RONSTADT	4761.36	D332444	TIMOTHY N STOWE	4336.10
D332445	ERIC THORSON	3602.95	D332446	RYAN D VAN WIE	3311.43

**** PAGE TOTAL = 291351.59

D332447	JONATHAN C WHITE	2969.76	D332448	GREGORY D WILLIAMS	1971.06
D332449	JEREMIE E YORKE	2967.37	D332450	BRYSON T DAHLHEIMER	1831.02
D332451	LISA S GUARDI	693.25	D332452	DON T NGUYEN	1908.07
D332453	NICHOLAS S SEELEY	145.32	D332454	JOSEPH I VALENZUELA	151.37
D332455	PAUL J WHITTAKER	5488.33	D332456	RANDY ABRAHAMSON	5239.10
D332457	TODD D ELGIN	5317.52	D332458	CAROLE A KANEGAE	2195.16
D332459	KRISTEN A BACKOURIS	1559.91	D332460	SHARON S BAEK	1706.43
D332461	GENA M BOWEN	1275.27	D332462	JESENIA CAMPOS	1221.85
D332463	THOMAS R DARE	4685.99	D332464	HELENA ELISOUSOU	1877.24
D332465	ROBERT D FOWLER	3500.26	D332466	PATRICK E GILDEA	2711.49
D332467	AI KELLY HUYNH	1880.94	D332468	CINDY S NAGAMATSU HANLON	2542.80
D332469	JEFFREY C NIGHTENGALE	3785.21	D332470	REYNA ROSALES	1527.87
D332471	TIMOTHY R ASHBAUGH	2287.92	D332472	ALFREDO R AVALOS	3328.13
D332473	RENE BARRAZA	2702.70	D332474	CARLOS BAUTISTA JR	2486.73
D332475	RYAN S BERLETH	1883.21	D332476	SUMMER A BOGUE	1825.87
D332477	ROBERT W CAMPBELL	1403.73	D332478	JEROME L CHEATHAM	2796.22
D332479	GARY L COULTER	2605.97	D332480	NATHANIEL D COX	2170.46
D332481	CHARLIE DANIELEY III	2033.79	D332482	NICHOLAS A DE ALMEIDA LO	4239.42
D332483	JARED R DOYLE	2041.58	D332484	MICHELLE N ESTRADA-MONSA	2968.38
D332485	KARI A FLOOD	1973.39	D332486	VICTORIA A GILL	1572.96
D332487	BRIAN C GIRGENTI	3194.18	D332488	JOSEPH P GROSS JR	2852.06
D332489	TROY HALLER	3367.47	D332490	ALLAN S HARRY	3397.96
D332491	WILLIAM T HOLLOWAY	3422.79	D332492	MICHAEL J JENSEN	3412.41
D332493	NICKOLAS K JENSEN	2515.24	D332494	PATRICK R JULIENNE	3049.71
D332495	KRISTOFER D KELLEY	2511.88	D332496	TIMOTHY P KOVACS	5332.58
D332497	AUSTIN C LAVERY	2318.64	D332498	CHRISTOPHER LAWTON	3091.11
D332499	JON D LOFQUIST	2373.35	D332500	BRADLEY A LOWEN	2255.10
D332501	SHAYLEN L MAO	2232.60	D332502	MATTHEW P MARCHAND	3040.05
D332503	MARIO MARTINEZ JR	3689.44	D332504	BRYAN J MEERS	2582.75
D332505	JEREMY N MORSE	2362.13	D332506	MITCHEL S MOSSER	2151.59
D332507	JASON M MURO	2762.38	D332508	PATRICK J MUSCHETTO	2415.31
D332509	AARON S NELSON	2903.67	D332510	ADAM C NIKOLIC	3472.08
D332511	LUIS A PAVAN	3592.10	D332512	JASON S PERKINS	4229.46
D332513	PHILLIP H PHAM	2625.42	D332514	DOUGLAS A PLUARD	3294.25
D332515	COREY T POLOPEK	2562.42	D332516	JOHN E REYNOLDS	3649.28
D332517	CHRISTIN E ROGERS	3233.78	D332518	AARON T SHIPLEY	1912.20
D332519	GAREY D STAAL	2787.45	D332520	BRIAN T STROUD	2713.44
D332521	VINCENTE J VAICARO	3399.82	D332522	EDGAR VALENCIA	3144.18
D332523	DANIEL J VILLEGAS	1109.73	D332524	JONATHAN B WAINWRIGHT	4205.10
D332525	CHRISTOPHER A WASINGER	2559.23	D332526	ROYCE C WIMMER	2543.97
D332527	ADAM D ZMIJA	7540.85	D332528	MARCOS R ALAMILLO	3061.96
D332529	BOBBY B ANDERSON	2683.37	D332530	PEDRO R ARELLANO	3053.39
D332531	JOHN F BANKSON	2600.67	D332532	JOSHUA K BEHZAD	2056.79
D332533	JEFFREY A BROWN	3533.05	D332534	JOHN CASACCIA II	4340.41
D332535	JUAN C CENTENO	3802.61	D332536	HAN J CHO	3204.75
D332537	BRIAN M CLASBY JR	3296.94	D332538	JULIO C CORTEZ	2348.54
D332539	KEVIN DINH	2697.00	D332540	AMIR A EL-FARRA	4266.82
D332541	HECTOR FERREIRA JR	2064.51	D332542	GEORGE R FIGUEROA	5119.87

**** PAGE TOTAL = 271412.89

D332543	ROGER A FLANDERS	1548.80	D332544	MICHAEL E GERDIN	2242.00
D332545	ROBERT J GIFFORD	2740.36	D332546	SEAN M GLEASON	2184.54
D332547	BRIAN G HATFIELD	2717.43	D332548	EFRAIN A JIMENEZ JR	2427.87
D332549	MICHAEL J JOHNSON	3729.91	D332550	ARION J KNIGHT	3292.30
D332551	RAPHAEL M LEE	961.63	D332552	DEREK M LINK	3173.37
D332553	RAPHAEL LOERA JR	2412.88	D332554	CHARLES H LOFFLER	2639.96
D332555	MARK A LORD	3513.99	D332556	TAYLOR A MACY	2323.11
D332557	GIANLUCA F MANIACI	1827.49	D332558	NATHAN D MORTON	5072.17
D332559	PATRICK W MURPHY	2020.74	D332560	RUDOLPH J NEGRON	2673.34
D332561	JEFFREY C NGUYEN	2961.25	D332562	STEVEN TRUJILLO ORTIZ	1932.32
D332563	OMAR F PEREZ	2232.75	D332564	JOHN E RANEY	3241.96
D332565	THOMAS S REED	2763.06	D332566	RYAN R RICHMOND	2243.59
D332567	ERIC T RUZIECKI	2919.81	D332568	SEAN M SALAZAR	3503.65
D332569	LINO G SANTANA	3980.61	D332570	PHILIP E SCHMIDT	3836.35
D332571	ROBERT M STEPHENSON III	3715.70	D332572	JOHN J YERGLER	2064.78
D332573	KATHERINE M ANDERSON	4007.06	D332574	PAUL W ASHBY	3111.91
D332575	RYAN V BUSTILLOS	3426.52	D332576	THOMAS A CAPPS	2548.78
D332577	MICHAEL K ELHAMI	2751.32	D332578	DANNY J MIHALIK	2314.92
D332579	RON A REYES	2887.54	D332580	ROCKY F RUBALCABA	3381.08
D332581	JUAN L DELGADO JR	3004.36	D332582	CHRISTOPHER M EARLE	2626.15
D332583	BENJAMIN M ELIZONDO	2338.07	D332584	OTTO J ESCALANTE	4015.21
D332585	GEORGE KAISER	3196.06	D332586	PETER M KUNKEL	3978.51
D332587	NICHOLAS A LAZENBY	2871.17	D332588	LUIS F RAMIREZ	3164.52
D332589	AARON J COOPMAN	2615.36	D332590	DONALD J HUTCHINS	3582.82
D332591	JASON L JOHNSON	2936.49	D332592	ERICK LEYVA	3198.77
D332593	RYAN M LUX	2655.20	D332594	RAUL MURILLO JR	3258.72
D332595	JOSHUA T OLIVO	3314.65	D332596	COURTNEY P ALLISON	2170.82
D332597	LISA A BELTHIUS	684.70	D332598	ADAM B COUGHRAN	2.81
D332599	CHRISTOPHER C DOVEAS	210.52	D332600	DANIEL S EDWARDS	826.21
D332601	CRAIG A HERRICK	1.67	D332602	VERONICA NELSON	455.52
D332603	JOHN O OJEISEKHOB	42.79	D332604	JOSEPH D VARGAS	356.69
D332605	TRAVIS J WHITMAN	5042.48	D332606	CARL J WHITNEY	3549.55
D332607	FRANCISCO AVALOS JR	340.60	D332608	ISAAC DAVILA	325.25
D332609	JULIAN TAPIA	191.75	D332610	KENTON TRAN	537.38
D332611	CALEB I VAUGHN	642.29	D332612	KAREN D BRAME	889.42
D332613	KENNETH L CHISM	1843.18	D332614	RENZO CHUMBE	2093.71
D332615	JAMES E COLEGROVE	11864.81	D332616	PAUL E DANIELSON	2617.81
D332617	RUSSELL B DRISCOLL	517.93	D332618	KORY C FERRIN	3336.06
D332619	JAMES D FISCHER	1562.81	D332620	VICTORIA M FOSTER	1463.58
D332621	KIRK P HURLEY	1722.19	D332622	CODY M JOHNSON	1798.31
D332623	CHAD B KIM	1855.20	D332624	EDWARD K KIM	1883.72
D332625	ROBERTO MACHUCA	1758.36	D332626	JORGE L MAZON	1718.43
D332627	JAKE T MELIA	1758.36	D332628	KENNETH E MERRILL	515.97
D332629	CHARLES W STARNES	4637.88	D332630	MICHAEL J VISCOMI	4163.59
D332631	TUONG-VAN NGUYEN VU	1678.83	D332632	WILLIAM ALLISON	3235.22
D332633	FLOR DE LIS ELIZONDO	583.79	D332634	GARY E ELKINS	2373.87
D332635	JOHN A FLAWS	2033.73	D332636	JASON S FULTON	2166.64
D332637	JAMES C HOLDER	2925.81	D332638	ROBERT J KIVLER	1463.04

**** PAGE TOTAL = 233926.19

D332639	MICHELLE L KRESS	1275.80	D332640	VICTORIA L LAWTON	3015.20
D332641	EDUARDO C LEIVA	4040.51	D332642	RAQUEL D MATA	959.74
D332643	REBECCA S MEERS	2821.33	D332644	DAVID C YOUNG	4029.90
D332645	MARIA A ALCARAZ	1837.10	D332646	CARISSA L BRUNICK	2676.20
D332647	TAMMY L CHAURAN-HAIGROV	1524.30	D332648	VERONICA FRUTOS	1031.66
D332649	DAVID L GEORGE	1930.96	D332650	JOAN L HIGHTOWER	1714.55
D332651	PINKY C HINGCO	1892.44	D332652	SHELBY KEUILIAN	1564.44
D332653	ALLYSON T LE	1688.02	D332654	ANGELA LEDESMA	1893.47
D332655	MARIA C MCFARLANE	2192.98	D332656	JENNIFER L MONG	1395.70
D332657	TRINA T NGUYEN	1670.78	D332658	DEBRA J NICHOLS	2014.11
D332659	DIANA L O'BRIEN	1056.48	D332660	FELICIA H PEREZ	1359.14
D332661	ASHLEY C ROJAS	1508.92	D332662	JENNIFER V ROMBOUGH	1899.34
D332663	KIMBRA S VELLANOWETH	1928.92	D332664	KRISTIN M WEISS	1886.30
D332665	SHANNON M YELENSKY	1731.72	D332666	JENNIFER A DIX	2181.29
D332667	KATHERINE M FRANCISCO	2563.49	D332668	AMANDA B GARNER	2111.95
D332669	ARCHIE GUZMAN	2456.99	D332670	ROBERT D LUX	2202.62
D332671	MELISSA MENDOZA-CAMPOS	2026.19	D332672	MICHAEL A MOSER	1768.31
D332673	BRANDY J PARK	2439.56	D332674	CRISTINA V PAYAN	1629.85
D332675	JENNIFER M RODRIGUEZ	2782.72	D332676	TANYA L SAMOFF	3340.27
D332677	SUSAN A I SEYMOUR	3463.36	D332678	NICOLE D SHORROW	2198.94
D332679	DANNY J SOSEBEE	2225.34	D332680	MARSHA D SPELLMAN	3730.79
D332681	SPENCER T TRAN	2133.26	D332682	SANTA WARDLE	943.48
D332683	CHERYL L WHITNEY	2260.74	D332684	CLAUDIA ALARCON	2810.09
D332685	RICHARD A ALVAREZ-BROWN	2649.01	D332686	EVAN S BERSFORD	2406.94
D332687	RAY E BEX	3334.47	D332688	RICHARD O BURILLO	4247.23
D332689	DANIEL A CAMARA	2497.61	D332690	SCOTT A COLEMAN	3628.51
D332691	BRIAN D DALTON	2403.06	D332692	RICHARD E DESBIENS	1425.96
D332693	STEPHEN C ESTLOW	1414.39	D332694	JAMES D FRANKS	2359.95
D332695	PETE GARCIA	2046.83	D332696	STEVEN H HEINE	1434.44
D332697	JOSE D HERRERA	3042.68	D332698	THI A HUYNH	2555.22
D332699	GERALD F JORDAN	3202.33	D332700	JOSEPH L KOLANO	2214.59
D332701	LEA K KOVACS	2696.37	D332702	DAVID LOPEZ	2608.23
D332703	STEVEN W LUKAS	1501.40	D332704	SINDY RAMIREZ OROZCO	2736.28
D332705	TERRA M RAMIREZ	1993.35	D332706	CHRISTOPHER M SHELGREEN	2127.81
D332707	PAUL M TESSIER	2558.50	D332708	DENNIS WARDLE	2657.74
D332709	RONALD A DOSCHER	2811.85	D332710	ERIC A QUINTERO	2064.29
D332711	MARY C CERDA	1922.21	D332712	NICHOLAS G FRANC	1783.17
D332713	BRANDI M HART	577.56	D332714	SUSAN A HOLSTEIN	2642.52
D332715	LIANE Y KWAN	2811.50	D332716	JANY H LEE	3375.08
D332717	SHERRILL A MEAD	2211.26	D332718	CAITLYN M STEPHENSON	1658.78
D332719	LAURA J STOVER	4793.56	D332720	SANDRA L VERA	2755.21
D332721	FRANA K CASSIDY	2057.74	D332722	ANNA L GOLD	1645.24
D332723	HIEN Q PHAM	1752.43	D332724	KATRENA J SCHULZE	379.99
D332725	MATTHEW T SWANSON	1308.13	D332726	ANTHONY VALENZUELA	1347.15
D332727	CANDY G WILDER	1928.32	D332728	STEVEN F ANDREWS	1179.39
D332729	TERENCE S CHANG	2152.24	D332730	VERNA L ESPINOZA	1770.18
D332731	CESAR GALLO	2297.39	D332732	CHARLES D KALIL	1786.06
D332733	GEOFFREY A KLOESS	2578.07	D332734	RACHOT MORAGRAAN	3310.31

**** PAGE TOTAL = 212451.78

D332735	NOEL J PROFFITT	3099.15	D332736	ANAND V RAO	4658.15
D332737	JOSEPH M SCHWARTZ	2262.85	D332738	ROD T VICTORIA	2153.79
D332739	TERREL KEITH WINSTON	3433.31	D332740	POLICE ASSN	15834.66
D332741	GG FIRE FIGHTERS 2005	21650.08	D332742	SO CAL CU	83799.00
D332743	SOUTHLAND CU	5616.94	W2482	GREAT WEST LIFE 457 #340	143687.67
W2483	GREAT WEST LIFE OBRA#340	3904.47	W2484	INTERNAL REVENUE SERVICE	330726.11
W2485	EMPLOYMENT DEVELOPMENT D	100162.45			

*** PAGE TOTAL = 720988.63

TOTAL CHECK PAYMENTS	50	38,975.59
TOTAL DIRECT DEPOSITS	727	1,760,505.96
TOTAL WIRE PAYMENTS	4	578,480.70
GRAND TOTAL PAYMENTS	781	2,377,962.25

Checks #182374 thru #182422, and Direct Deposits #D332017 thru #D332743, and wire #w2482 thru #W2485 presented in the Payroll Register submitted to the Garden Grove City Council 10 JUL 2018, have been audited for accuracy and funds are available for payment thereof.

[Signature]
KINGSLEY C OKERRE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
001583	T&T ENVIRONMENTAL LLC	OTHER PROF SERV	2,125.00 *
327005	DRAPER, VAN HUONG	REV & VOID	-312.00 *
335503	NGUYEN, PERRY	REV & VOID	-504.00 *
337595	LUONG, TRACY NHU	REV & VOID	-1,199.00 *
339846	SIERRA, LUIS	REV & VOID	-554.00 *
355031	DAISY VI ASSOCIATES LTD	REV & VOID	-942.00 *
366566	BILANOVIC, MARTA	REV & VOID	-910.00 *
366860	NGUYEN, TOAN	REV & VOID	-1,205.00 *
367021	TA, GRACE MAI	REV & VOID	-1,238.00 *
367051	TRAN, CATHY OR NGUYEN, BAO	REV & VOID	-1,365.00 *
367151	VO, JOHN	REV & VOID	-2,376.00 *
368684	JHA, KISHORE	REV & VOID	-1,152.00 *
368708	KIM'S LUXURY APTS	REV & VOID	-1,848.00 *
368746	LE, DON	REV & VOID	-1,162.00 *
368775	LE, TRAM N	REV & VOID	-881.00 *
368789	LESTER, MICKEY	REV & VOID	-518.00 *
369196	TRAN'S APARTMENTS	REV & VOID	-3,704.00 *

PAGE TOTAL FOR "*" LINES = -17,745.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
370878	CLIFTON, STEVEN C/O REIMS, INC	REV & VOID	-650.00 *
371015	GROVE INVESTMENTS	REV & VOID	-688.00 *
375142	DANG, NGOC T OR DANG, THANH T	REV & VOID	-881.00 *
375954	VILLA REGAL	REV & VOID	-7,611.00 *
400565	CHE, CO THI	REV & VOID	-38.00 *
502940	MONARCH POINTE	REV & VOID	-1,129.00 *
503200	PINEMEADOWS APARTMENTS ATTN: LEASING OFFICE	REV & VOID	-701.00 *
524648	HUYNH, NATALIE N	REV & VOID	-959.00 *
537840	NGUYEN, BOYCE JR	REV & VOID	-1,537.00 *
539436	NGUYEN, BOYCE JR	REV & VOID	-1,537.00 *
541047	NGUYEN, BOYCE JR	REV & VOID	-1,537.00 *
542831	NGUYEN, BOYCE JR	REV & VOID	-1,543.00 *
549483	NGUYEN, BOYCE JR	REV & VOID	-1,543.00 *
557964	NGUYEN, BOYCE JR	REV & VOID	-1,543.00 *
569920	TRUONG, DANG	REV & VOID	-749.25 *
572964	NGUYEN, BOYCE JR	REV & VOID	-978.00 *
579313	NGUYEN, TON SANH	REV & VOID	-1,042.00 *
594209	NGUYEN, BOYCE JR	REV & VOID	-1,019.00 *
637721	ALLAN HANCOCK COLLEGE	REV & VOID	-837.42 *
639338	HOLLYWOOD HOUSING AUTHORITY	REV & VOID	-1,010.58 *
639666	STATE OF CALIF-FRANCHISE TAX BOARD	COUNTY OF ORANGE	150.00 *
639687	SHELTON, JAMES C DBA: JS CUSTOM PAINTING	OTHER PROF SERV	5,000.00 *

PAGE TOTAL FOR "*" LINES = -22,383.25

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639698	H.I.M. CONSTRUCTION, INC. DBA DECO PAINTING	OTHER PROF SERV	3,700.00 *
639699	SCHWERMAN, CELESTE	COUNTY OF ORANGE RENT SUBSIDY	-150.00 1,412.00 1,262.00 *
639700	*BLODGETT, GREG	L/S/A TRANSPORTATION	387.45
639701	STATE OF CALIF-FRANCHISE TAX BOARD	COUNTY OF ORANGE	1,098.88 *
639702	*DARE, THOMAS R	L/S/A TRANSPORTATION OTHER CONF/MTG EXP	50.00 128.21 178.21 *
639703	*FRANKS, JAMES D	LODGING	50.00
639704	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	350,948.62 *
639705	GOLDEN WEST COLLEGE CRIMINAL JUSTICE TRAINING CENTER	TUITION/TRAINING	254.00 *
639706	HURLEY, * KIRK	POLICE DEPT	218.00 *
639707	JOHNSON, *CODY	POLICE DEPT	218.00 *
639708	*LEE, GRACE	DEP CARE REIMB	192.30 *
639709	*LEE, GRACE	L/S/A TRANSPORTATION	25.00
639710	*MARINO, LEE	L/S/A TRANSPORTATION	29.24

PAGE TOTAL FOR "*" LINES = 358,561.70

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639711	MAZON*, JORGE	POLICE DEPT	417.80 *
639712	NEELY *, MONICA	MED TRUST REIMB	785.45 *
639713	WASINGER, JEAN M.	COUNTY OF ORANGE	134.31 *
639714	HODSON, AARON	DEP CARE REIMB	92.31 *
639715	WIMMER, ROYCE	POLICE DEPT	182.10 *
639716	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	COUNTY OF ORANGE	428.50 *
639717	INTERNAL REVENUE SERVICE	COUNTY OF ORANGE	37.50 *
639718	ALLAN HANCOCK COLLEGE	TUITION/TRAINING	2,512.26 *
639719	*STILES, SCOTT C	L/S/A TRANSPORTATION LODGING	165.28 206.35 371.63 *
639720	*KLOPFENSTEIN, STEPHANIE	L/S/A TRANSPORTATION LODGING	101.00 206.35 307.35 *
639721	UNITED STATES TREASURY	COUNTY OF ORANGE	130.00 *
639722	*COVARRUBIAS, MONICA	L/S/A TRANSPORTATION	67.00
639723	KRIS BEARD	LODGING	206.35 *
639724	SHANNON WAINWRIGHT	COUNTY OF ORANGE	553.85 *
639725	*JONES, STEVE	L/S/A TRANSPORTATION SUBSISTENCE LODGING	37.39 25.98 32.88 96.25 *
639726	*VELLANOWETH, KIMBRA	POLICE DEPT	41.70 *

PAGE TOTAL FOR "*" LINES = 6,322.66

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639727	LEGAL SHIELD	LEGAL	1,340.55 *
639728	REYNOLDS, MICHELLE	COUNTY OF ORANGE	461.54 *
639729	VOID WARRANTS		
639730	HI STANDARD AUTOMOTIVE LLC	SAFETY EQ/SUPPLIES	3,523.43 *
639731	LUX, RYAN*	CASH-UNION BANK(C) EMPL COMPUTER PURCH	2,002.97 0.00 2,002.97 *
639732	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	2,429.11 *
639733	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	5,859.60 *
639734	ARIONUS, JOSH	CASH-UNION BANK(C) EMPL COMPUTER PURCH	2,500.00 0.00 2,500.00 *
639735	RABC-ECC A JOINT VENTURE	BLDGS/IMPROVEMENTS	534,444.20 *
639736	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	25,552.37 *
639737	UNION BANK	FaCT:YTH ENRCH ADMN/ENTRANCE FEE FaCT:PROGRAM EXP FaCT:CAC EXP FaCT:STGTH FTHRS FOOD FOOD SERV SUPPL FOOD PREP UTENSILS BOTTLED WATER PAPER/ENVELOPES OFFICE SUPPLIES/EXP OTHER MINOR TOOLS/EQ AUDIO/VISUAL SUPP	123.59 25.00 263.01 26.83 33.20 175.82 181.77 24.78 12.68 1.08 90.68 24.50 260.45

PAGE TOTAL FOR "*" LINES = 578,155.47

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639738	UNION BANK	AWARDS/TROPHIES	70.00
		OTHER REC/CULT SUPP	463.71
			1,777.10 *
		BANK FEES-CRDT CD	39.00
		OTHER CONF/MTG EXP	611.30
		REGISTRATION FEES	751.04
		BOOKS/SUBS/CASSETTES	187.67
		OFFICE SUPPLIES/EXP	63.97
			1,652.98 *
639739	UNION BANK	LODGING	6,666.32
		DUES/MEMBERSHIPS	100.00
		TUITION/TRAINING	330.00
		FOOD	208.46
		DATA PROCESSING SUPP	67.98
			7,372.76 *
639740	UNION BANK	ADVERTISING	75.00
		FOOD SERV SUPPL	12.92
		OTHER FOOD ITEMS	117.09
		HSHLD EQUIP/SUPPLIES	78.54
		OFFICE SUPPLIES/EXP	21.53
		MINOR OFFICE FURN/EQ	193.94
		OTHER REC/CULT SUPP	443.79
			942.81 *
639741	UNION BANK	MV GAS/DIESEL FUEL	319.68 *
639742	UNION BANK	FOOD	431.90
		BOTTLED WATER	388.10
			820.00 *
639743	UNION BANK	L/S/A TRANSPORTATION	321.96
		REGISTRATION FEES	15.00
		OFFICE SUPPLIES/EXP	34.99
		MINOR FURN/EQUIP	33.20
			405.15 *
639744	UNION BANK	POSTAGE	20.10
		OTHER EDUCATION EXP	2,370.00
			2,390.10 *

PAGE TOTAL FOR "*" LINES = 15,680.58

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639745	UNION BANK	POSTAGE	22.80
		DUES/MEMBERSHIPS	21.49
		MEDICAL SUPPLIES	598.66
		BOOKS/SUBS/CASSETTES	536.31
		OTHER MOTOR VEH SUPP	40.00
		OFFICE SUPPLIES/EXP	70.00
		COMMUNICATION EQ	302.46
		SAFETY EQ/SUPPLIES	167.05
			1,758.77 *
639746	UNION BANK	TUITION/TRAINING	65.00
		OTHER PROF SUPPLIES	244.55
		HARDWARE	117.75
			427.30 *
639747	UNION BANK	REGISTRATION FEES	25.00 *
639748	UNION BANK	REGISTRATION FEES	25.00 *
639749	AT&T	AT&T	75.08 *
639750	SPOK, INC.	TELEPHONES/BEEPERS	189.56 *
639751	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	1,045.33 *
639752	VOID WARRANT		
639753	SO CALIF EDISON CO	ELECTRICITY	108,918.05 *
639754	SO CALIF GAS CO	NATURAL GAS	5,565.11 *
639755	SPRINT	TELEPHONE	69.60 *
639756	TIME WARNER CABLE	CABLE	147.33 *
639757	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	17,631.40 *
639758	NATIONAL SAFETY COMPLIANCE, INC.	SAFETY EQ/SUPPLIES	507.00 *
639759	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	2,915.00 *
639760	SAFEMAY INC	OTHER FOOD ITEMS	42.94 *

PAGE TOTAL FOR "*" LINES = 139,342.47

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639761	SOUTH COAST AQMD	PERMITS/OTHER FEES	1,044.32 *
639762	U.S. BEHAVIORAL HEALTH PLAN, CA DEPT# 75889	NON-SPEC CONTR SERV	1,685.60 *
639763	CARL WARREN & CO	SELF-INS ADMN	9,315.00 *
639764	SCOTT EQUIPMENT	MOTOR VEHICLE REPL	26,096.12 *
639765	CAPPO INC.	REGISTRATION FEES	395.00 *
639766	ALLAN HANCOCK COLLEGE	TUITION/TRAINING	837.42 *
639767	AECOM	OTHER PROF SERV	304.02 *
639768	MARIA LUISA M. MENDOZA	CATERING SERVICES	190.00 *
639769	STERLING COURT SENIOR APTS	RENT SUBSIDY	1,112.00 *
639770	NGUYEN, THANG XUAN	RENT SUBSIDY	1,828.00 *
639771	*DALTON, BRIAN	MED TRUST REIMB	720.00 *
639772	*ELGIN, TODD D	MED TRUST REIMB	1,499.94 *
639773	FRANCISCO, KATHERINE	MED TRUST REIMB	120.20 *
639774	ICC OEC CITY OF SAN JUAN CAPISTRANO	TUITION/TRAINING	70.00 *
639775	KIM, LISA	MED TRUST REIMB	1,774.95 *
639776	POMEROY*, TERESA L.	MED TRUST REIMB	115.00 *
639777	STOVER, LAURA	DEP CARE REIMB	1,265.00 *
639778	TIME WARNER CABLE	NETWORK COMMUNICT	2,700.00 *
639779	ORANGE COUNTY PUBLIC WORKS	OTHER PROF SERV	835.80 *
639780	GOMEZ, KRIS	Fact:YTH ENRCH	210.11 *
639781	IAPMO	DUES/MEMBERSHIPS	300.00 *
639782	*JOHNSON, JASON	CASH-UNION BANK(C)	2,002.97

PAGE TOTAL FOR "*" LINES = 52,418.48

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639783	LIZ VASQUEZ	EMPL COMPUTER PURCH	0.00
			2,002.97 *
639784	UNION BANK	DEP CARE REIMB	924.96 *
		FACT:PROGRAM EXP	1,016.84
		FACT:CAC EXP	224.06
		FOOD	307.75
		BOTTLED WATER	10.99
		OTHER FOOD ITEMS	88.05
		OFFICE SUPPLIES/EXP	315.74
		MINOR FURN/EQUIP	1,848.56
		AWARDS/TROPHIES	389.88
		OTHER REC/CULT SUPP	237.03
			4,438.90 *
639785	UNION BANK	ADVERTISING	134.13
		PHOTO PROC/ENGRAVING	33.88
		OTHER RENTALS	482.06
		OTHER PROF SERV	65.00
		TAXES/LICENSES	196.99
		ADMN/ENTRANCE FEE	240.00
		OFFICE SUPPLIES/EXP	260.66
		OTHER MINOR TOOLS/EQ	90.45
		PINS/MENTOS	17.95
		AWARDS/TROPHIES	1,040.14
			2,561.26 *
639786	UNION BANK	NETWORKING SERVICES	108.16
		TUITION/TRAINING	34.99
		PAPER/ENVELOPES	150.70
		NETWORKING SUPPLIES	1,104.34
		SOFTWARE	409.99
		OFFICE SUPPLIES/EXP	473.03
			2,281.21 *
639787	UNION BANK	ADVERTISING	749.00
		FOOD	487.92
		BOTTLED WATER	37.95
			1,274.87 *
639788	AAA OIL, INC. dba California Fuels & Lub	MV GAS/DIESEL FUEL	51,604.89 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639789	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,335.75 *
639790	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	20,335.00 *
639791	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	1,034.08 *
639792	AIS ADVANCED IMAGING STRATEGIES INC.	MINOR FURN/EQUIP	798.43 *
639793	MAYFLOWER DISTRIBUTING CO	OTHER REC/CULT SUPP	30.49 *
639794	ALLSTAR FIRE EQUIPMENT INC.	MEDICAL SUPPLIES	2,367.91 *
639795	AMERICAN WATER WORKS ASSN	DUES/MEMBERSHIPS	6,461.00 *
639796	AMTECH ELEVATOR SERVICES	MAINT-SERV CONTRACTS	756.11 *
639797	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	1,575.00 *
639798	AQUA-METRIC SALES, CO.	WHSE INVENTORY	4,256.13 *
639799	ATHENS TECHNICAL SPECIALISTS, INC.	MAINT SUPP-TRAFF SIG	688.77 *
639800	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	11,091.76 *
639801	BC TRAFFIC SPECIALIST	WHSE INVENTORY	915.88 *
639802	BAY ALARM COMPANY	OTHER MAINT ITEMS	320.00 *
639803	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	515.43 *
639804	ANTHONY BIRMINGHAM WINDOW CLEANING	MAINT-SERV CONTRACTS	1,207.00 *
639805	BISHOP CO.	WHSE INVENTORY	589.11
		OTHER CLOTHING ITEMS	253.21
			842.32 *
639806	BLAS, VICTOR	SAFETY EQ/SUPPLIES	240.00 *
639807	CDW-GOVERNMENT INC	OTHER PROF SERV	7,624.50 *
639808	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	15,292.70 *
639809	CAMERON WELDING SUPPLY	OTHER PROF SERV	44.90

PAGE TOTAL FOR "*" LINES = 77,688.26

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639810	CHEM PRO LABORATORY, INC	MOTOR VEH PARTS	83.01
		SAFETY EQ/SUPPLIES	26.15
		OTHER REC/CULT SUPP	46.13
			200.19 *
639811	SUPPLYWORKS	MAINT-SERV CONTRACTS	380.00 *
		WHSE INVENTORY	132.26
		JANITORIAL SUPPLIES	246.22
			378.48 *
639812	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	3,452.00 *
639813	CONTROLWORKS, INC.	MAINT OF REAL PROP	1,405.00
		MAINT-SERV CONTRACTS	830.00
			2,235.00 *
639814	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	6,670.00 *
639815	L.N.CURTIS & SONS DEPT 34921	SAFETY EQ/SUPPLIES	209.80 *
639816	DENNIS GRUBB & ASSOCIATES, LLC	OTHER PROF SERV	800.00 *
639817	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	1,299.78
		OTHER MAINT ITEMS	158.92
			1,458.70 *
639818	DOCUMEDIA GROUP	PRINTING	888.94
		OTHER PROF SUPPLIES	687.99
		PAPER/ENVELOPES	1,850.00
		OFFICE SUPPLIES/EXP	989.15
		OTHER MINOR TOOLS/EQ	1,300.00
			5,716.08 *
639819	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	31.51 *
639820	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	1,257.91 *
639821	JOHN B EWLES INC	MAINT-SERV CONTRACTS	200.00 *
639822	EXCLUSIVE AUTO DETAIL	REPAIRS-FURN/MACH/EQ	216.00 *
639823	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.08 *

PAGE TOTAL FOR "*" LINES = 23,283.75

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639824	FEDERAL EXPRESS CORP	DELIVERY SERVICES	132.69 *
639825	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	170.24 *
639826	FORD OF ORANGE	MOTOR VEH PARTS	5,274.90 *
639827	FRYE SIGN CO	MOTOR VEHICLE MAINT	865.00 *
639828	MONTROSE AIR QUALITY SERVICES, LLC	MAINT-SERV CONTRACTS	2,102.50 *
639829	GANAHL LUMBER COMPANY	LUMBER	681.22 *
639830	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	21,306.71 9,813.09 31,119.80 *
639831	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	595.20 *
639832	GEOSPATIAL TECHNOLOGIES, INC.	MAINT-SERV CONTRACTS	2,870.00 *
639833	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
639834	HAENDIGES, ROBERT	DUES/MEMBERSHIPS	100.00 *
639835	HAZ EQUIPMENT RENTAL	FACT: PROGRAM EXP	78.54 *
639836	*LEDESMA, ANGELA	MILEAGE REIMB	52.81 *
639837	HIGHLAND PRODUCTS GROUP LLC THE PARK CATALOG	OTHER PROF SERV	3,733.00 *
639838	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS HARDWARE	23.36 37.71 61.07 *
639839	CALIBER BODYWORKS, INC. DBA CALIBER COLLISION CENTERS	REPAIRS-FURN/MACH/EQ	2,752.62 *
639840	HOTSY OF SOUTHERN CALIFORNIA	REPAIRS-FURN/MACH/EQ	216.77 *
639841	CITY OF HUNTINGTON BEACH ACCOUNTS RECEIVABLE	IMPORT WTR-WOCWB	955.50 *
639842	INTERVAL HOUSE	OTHER PROF SERV	3,129.84 *
639843	J & M SERVICE, INC.	MOTOR VEH PARTS	1,294.81

PAGE TOTAL FOR "*" LINES = 55,753.70

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639844	DANGELO CO	OTHER MINOR TOOLS/EQ	338.05
639845	T. J. JANCA CONSTRUCTION INC		1,632.86 *
639846	JAY'S CATERING	WHSE INVENTORY	6,207.69 *
639847	KELLY PAPER	MAINT OF REAL PROP	36,289.00 *
639848	KWIATKOWSKI*, BRYAN	FOOD	252.14 *
639849	LAWSON PRODUCTS, INC.	PAPER/ENVELOPES	285.81 *
639850	LIFECOM SAFETY SERVICE & SUPPLY	SAFETY EQ/SUPPLIES	237.04 *
639851	LORRAINE MENDEZ & ASSOCIATES, LLC	MOTOR VEH PARTS	2,885.30 *
639852	NAN MCKAY & ASSOCIATES INC	SAFETY EQ/SUPPLIES	65.00 *
639853	MC MASTER-CARR SUPPLY CO	OTHER PROF SERV	840.00 *
639854	MERCHANTS BLDG MAINT LLC	BOOKS/SUBS/CASSETTES	224.00 *
639855	MOMAR, INC	ELECTRICAL SUPPLIES	155.96
639856	NATIONAL CONSTRUCTION RENTALS	PIPES/APPURTENANCES	169.96
639857	NAVARRO*, JUAN		325.92 *
639858	VOID WARRANT	MAINT-SERV CONTRACTS	2,162.62 *
639859	OFFICE DEPOT, INC	MOTOR VEH PARTS	1,452.49 *
639860	NESTLE WATERS NORTH AMERICA DBA READYREFRESH BY NESTLE	OTHER RENTALS	211.01 *
639861	NEW PIG CORP	CELL PHONE/BEEPER	208.74 *
639862	NGUYEN, MARIA THOA	OFFICE SUPPLIES/EXP	3,939.75 *
		BOTTLED WATER	27.91 *
		SAFETY EQ/SUPPLIES	598.53 *
		TENANT UTILITY REIMB	5.00 *

PAGE TOTAL FOR "*" LINES = 57,850.81

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639863	NIAGARA PLUMBING	PIPES/APPUTENANCES	211.08 *
639864	NICKEY PETROLEUM CO., INC.	PAINT/DYE/LUBRICANTS	1,950.33 *
639865	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	1,972.05 *
639866	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	OTHER MAINT ITEMS	3,452.90 *
639867	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	368.47 *
639868	ORANGE COUNTY APPLIANCE PARTS	PIPES/APPUTENANCES	116.00
		AIR COND SUPPLIES	79.56
			195.56 *
639869	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	3,600.00 *
639870	ORANGE COUNTY NEWS	ADVERTISING	4,136.00 *
639871	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	4,737.74 *
639872	PETDATA	OTHER PROF SERV	3,294.30 *
639873	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	FREIGHT/CARTAGE	81.58
		HEAVY EQUIP RENTAL	531.88
		NETWORKING SERVICES	7,901.25
		NETWORKING SUPPLIES	3,370.17
			11,884.88 *
639874	PACIFIC 4	WHSE INVENTORY	723.29 *
639875	PACIFIC PLUMBING SPECIALTIES	PIPES/APPUTENANCES	1,763.30 *
639876	PARKHOUSE TIRE INC	WHSE INVENTORY	1,153.59 *
639877	PAVEMENT COATINGS CO.	ASPHALT PRODUCTS	1,562.87 *
639878	PENCO ENGINEERING, INC.	REFUND OF FEE	14,871.50 *
639879	PEST OPTIONS, INC.	MAINT OF REAL PROP	15,165.00 *
639880	PLUMBERS DEPOT INC.	GEN PURPOSE TOOLS	391.47 *
639881	POWERTRON BATTERY CO	ELECTRICAL SUPPLIES	197.84 *

PAGE TOTAL FOR "*" LINES = 71,632.17

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639882	POWERWERX, INC.	MOTOR VEH PARTS	1,668.83 *
639883	QUALITY CODE PUBLISHING	MAINT-SERV CONTRACTS	884.10 *
639884	RANCHO WILDLIFE FOUNDATION	ADMN/ENTRANCE FEE	200.00 *
639885	REFRIGERATION SUPPLIES DISTRIBUTOR	AIR COND SUPPLIES	1,454.63 *
639886	DATA TICKET, INC	OTHER PROF SERV	22.00 *
639887	RICHARD NIXON FOUNDATION	ADMN/ENTRANCE FEE	316.00 *
639888	RICHARD FISHER ASSOCIATES	CONTRACTUAL SERV	26,432.20 *
639889	ROCKET SOFTWARE, INC	MAINT-SERV CONTRACTS	3,250.40 *
639890	S.C. YAMAMOTO, INC.	MAINT-SERV CONTRACTS	10,691.89 *
639891	SABP INC SABP REPROGRAPHICS	DUPLICATING	62.42 *
639892	SAUCEDO, DANA	TUITION REIMB	177.56 *
639893	SCHAEFER, NICK	TUITION/TRAINING	680.36 *
639894	SHOETERIA	SAFETY EQ/SUPPLIES	569.20 *
639895	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	1,933.49 *
639896	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	80.83 *
639897	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	3,748.18 *
639898	SO CALIF MUN ATHLETIC FEDERATION	OTHER PROF SERV	336.00 *
639899	SPARKLETT'S	BOTTLED WATER	56.15 *
639900	STERLING SLEEP SYSTEMS	HSHLD EQUIP/SUPPLIES	435.17 *
639901	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	3,348.32 *
639902	STRICTLY TECHNOLOGY LLC	MONITORED MINOR EQ	987.59 *
639903	SUNBELT RENTALS	HEAVY EQUIP RENTAL	1,581.85 *

PAGE TOTAL FOR "*" LINES = 58,917.17

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639904	TIRE CENTERS WEST, LLC	WHSE INVENTORY	2,183.31 *
639905	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	340.00 *
639906	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	1,568.12
		PAINT/DYE/LUBRICANTS	50.36
		OTHER MAINT ITEMS	21.07
			1,639.55 *
639907	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	13,227.65 *
639908	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	773.86 *
639909	UNIFIRST CORP	LAUNDRY SERVICES	12,595.21 *
639910	UNITED PARCEL SERVICE	DELIVERY SERVICES	62.36 *
639911	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	205.81 *
639912	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	20.50 *
639913	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	23,628.58 *
639914	GRAINGER	WHSE INVENTORY	1,602.16
		PAINT/DYE/LUBRICANTS	14.01
		ELECTRICAL SUPPLIES	1,844.69
		MAINT SUPP-TRAFF SIG	128.12
		SAFETY EQ/SUPPLIES	72.09
		OTHER MINOR TOOLS/EQ	1,196.00
			4,857.07 *
639915	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	2,494.96
		HARDWARE	68.12
			2,563.08 *
639916	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,972.80 *
639917	WAXIE SANITARY SUPPLY	WHSE INVENTORY	2,213.13
		JANITORIAL SUPPLIES	107.34
			2,320.47 *
639918	UNITED WATER WORKS, INC.	PIPES/APPURTENANCES	401.11 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639919	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	5,120.00 *
639920	FERGUSON ENTERPRISES, INC #1350	OTHER MAINT ITEMS	66.76 *
639921	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	1,215.50 *
639922	WHITTAKER, PAUL J	TUITION/TRAINING	751.00 *
639923	WILLIAMS & MAHER INC	REPAIRS-FURN/MACH/EQ	301.07 *
639924	WONDRIES FLEET GROUP	MOTOR VEHICLE REPL	61,107.44 *
639925	TIBBA STRUCTURAL ENGINEER	OTHER PROF SERV	280.00 *
639926	PRO LOGO	ADVERTISING	1,077.81 *
639927	ASTE, GEORGE	ISSUANCE FEE REFUND	35.00
		REINSPECTION FEE	75.00
		PLMBNG PERMIT REFUND	30.00
		FEE REFUND	15.00
			155.00 *
639928	NGUYEN, LARRY	REINSPECTION FEE	60.00
		ELECT PERMIT REFUND	24.00
		FEE REFUND	12.00
			96.00 *
639929	NGUYEN, PETER	BLDG PERMIT REFUND	86.70
		GENERAL PLAN FEE	3.67
		BSASRF STATE FEE	1.00
		FEE REFUND	15.00
		STRONG MOTION-RES	0.50
		PERMIT REFUND	1.83
			108.70 *
639930	SUN COUNTRY PLAYGROUNDS, INC.	HARDWARE	485.52 *
639931	BYUNG, ANH	DEPOSIT REFUNDS	75.00 *
639932	ANZAI, GENE	DEPOSIT REFUNDS	45.00 *
639933	SECO, DEBRA	DEPOSIT REFUNDS	122.00 *

PAGE TOTAL FOR "*" LINES = 71,006.80

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639934	DTN Tech MARKETING	UNIFORMS	2,341.41
		OTHER CLOTHING ITEMS	1,605.48
			3,946.89 *
639935	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	3,220.00 *
639936	HARDY WINDOWS CO	OTHER PROF SERV	5,000.00 *
639937	FERTAL, JASON	DUES/MEMBERSHIPS	265.00 *
639938	GRAY, MIKE	DUES/MEMBERSHIPS	60.00 *
639939	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	201.40 *
639940	WESTERN WATER WORKS	WHSE INVENTORY	3,272.91 *
639941	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	MOTOR VEH PARTS	371.41 *
639942	S&S WORLDWIDE INC	OTHER REC/CULT SUPP	984.79 *
639943	TRELOAR, TOM	OTHER PROF SERV	500.00 *
639944	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	1,532.19 *
639945	TRAPEZE SOFTWARE GROUP, INC ASSETWORKS LLC	POWER SERVICES	615.00 *
639946	ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	115.05 *
639947	TRAFFIC MANAGEMENT INC	SAFETY EQ/SUPPLIES	614.81 *
639948	BADOUD, TOM	OTHER PROF SERV	875.00 *
639949	IT OUTLET INC	NETWORKING SUPPLIES	361.74 *
639950	BEE REMOVERS	MAINT-SERV CONTRACTS	245.00 *
639951	CALIFORNIA HEALTH & SAFETY INC.	REPAIRS-FURN/MACH/EQ	4,412.33 *
639952	O'REILLY AUTO PARTS	MOTOR VEH PARTS	561.67 *
639953	UPS PROTECTION	NETWORKING SUPPLIES	5,653.74 *
639954	MAJOR LEAGUE SOFTBALL, INC.	OTHER PROF SERV	100.00 *

PAGE TOTAL FOR "*" LINES = 32,908.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639955	ALEXANDER GERRY	DUES/MEMBERSHIPS	120.00 *
639956	COSTAR GROUP, INC. ATTN: ACCOUNTING DEPT-CONTRACTS	OTHER PROF SERV	901.54 *
639957	911 VEHICLE	REPAIRS-FURN/MACH/EQ	353.88 *
639958	OCSD FINANCIAL MNGNT DIV	SEWER FEES	46,870.15 *
639959	ALLIED ELECTRIC SERVICES INC	ELECTRICAL SUPPLIES	295.46 *
639960	GOLDEN STAR TECHNOLOGY, INC. DBA: GST	MONITORED MINOR EQ	1,794.79 *
639961	SCHORR METALS, INC.	MOTOR VEH PARTS	43.57 *
639962	JUAN A. ZAMBRANO	OTHER PROF SERV	200.00 *
639963	VARIDESK, LLC	MINOR OFFICE FURN/EQ	587.25 *
639964	JMT IMAGES, INC.	OTHER PROF SERV	900.00 *
639965	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	2,666.59 *
639966	SUPERCO SPECIALITY PRODUCTS	WHSE INVENTORY	688.50 *
639967	LABSOURCE, INC.	WHSE INVENTORY	1,248.00 *
639968	ARIONUS, JOSH	SAFETY EQ/SUPPLIES	150.00 *
639969	ZAVALA, JOHN	SAFETY EQ/SUPPLIES	240.00 *
639970	NGUYEN, DUC	PERMITS/OTHER FEES	280.00 *
639971	SIGNARAMA	OTHER PROF SERV	902.75 *
639972	GOVERNMENTJOBS.COM, INC.	OTHER PROF SERV	12,910.00 *
639973	MAINTENANCE SOLUTIONS, INC.	JANITORIAL SUPPLIES	984.38 *
639974	PROPERTY SPECIALISTS, INC. DBA CPSI	PROPERTY ACQ SERV	13,393.09 *
639975	THE LEW EDWARDS GROUP	OTHER PROF SERV	5,000.00 *
639976	REBECCA LI	DUES/MEMBERSHIPS	80.00 *

PAGE TOTAL FOR "*" LINES = 90,609.95

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639977	VICTORIA, ROD	TUITION REIMB	703.75 *
639978	TOPAZ ALARM CORP	OTHER PROF SERV	35.00 *
639979	YO-FIRE SUPPLIES	WHSE INVENTORY PIPES/APPURTENANCES OTHER MAINT ITEMS	3,894.73 160.45 3,345.06 7,400.24 *
639980	ADVANCED ENGINEERING SOFTWARE	SOFTWARE	1,425.00 *
639981	TARGETSOLUTIONS, INC.	MEDICAL EQUIPMENT	7,600.00 *
639982	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	4,695.27 *
639983	LINE GEAR FIRE & RESCUE EQUIPMENT	UNIFORMS	1,534.00 *
639984	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	23,537.04 *
639985	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
639986	SO CAL INDUSTRIES	OTHER RENTALS	203.65 *
639987	FEDEX	DELIVERY SERVICES	28.88 *
639988	TRANSPERFECT TRANSLATIONS INTERNATIONAL, INC.	OTHER PROF SERV	1,170.00 *
639989	BRETT MEISLAHN	SAFETY EQ/SUPPLIES	240.00 *
639990	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	499.86 *
639991	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	774.78 *
639992	EXTRA PACKAGING LLC	ACCOUNTS PAYABLE	1,050.18 *
639993	HANSON ASSOCIATES	OTHER MAINT ITEMS	200.00 *
639994	BRICKS 4 KIDZ	FACT:TLFR FAM FUN	480.00 *
639995	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	6,942.00 *
639996	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ	5,083.59 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639997	SOUTH COAST A.Q.M.D.	PERMITS/OTHER FEES	836.19 *
639998	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	47.96 *
639999	PRINT MASTERS 85	OFFICE SUPPLIES/EXP	409.20 *
640000	NICOLAE, CORNELIU	PERMITS/OTHER FEES	280.00 *
640001	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	1,400.00 *
640002	LOOPNET ATTN: ACCOUNTING DEPT- CONTRACTS	NETWORKING SERVICES	237.50 *
640003	H.I.M. CONSTRUCTION, INC. DBA DECO PAINTING	OTHER PROF SERV	5,000.00 *
640004	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	7,020.00 *
640005	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	15,995.49 *
640006	CITY OF ANAHEIM,	PERMITS/OTHER FEES	510.00 *
640007	FIRE ETC	SAFETY EQ/SUPPLIES	317.86 *
640008	HELIX ENVIRONMENTAL PLANNING INC.	OTHER PROF SERV	1,150.00 *
640009	CHILD GUIDANCE CENTER, INC.	OTHER PROF SERV	14,226.48 *
640010	BRANDON NUNES	DUES/MEMBERSHIPS	41.00 *
640011	VIVINT SOLAR DEVELOPER LLC	BLDG PERMIT REFUND ELECT PERMIT REFUND	128.00 97.60 225.60 *
640012	ORANGE COUNTY CLERK-RECORDER'S OFFICE	OTHER PROF SERV	35.00 *
640013	KLINE, CLANETTA	WATER CLOSING BILL REFUND	5.22 *
640014	ORMSBY, PATRICK	WATER CLOSING BILL REFUND	31.42 *
640015	WILLIAMS, JAMES	WATER CLOSING BILL REFUND	36.30 *
640016	LOPEZ, JAZMIN	WATER CLOSING BILL REFUND	46.82 *
640017	CENTURY 21 CLASSIC ESTATES & ALEX BAELO	WATER CLOSING BILL REFUND	37.93 *

PAGE TOTAL FOR "*" LINES = 47,889.97

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
640018	NGUYEN, DIEP	WATER CLOSING BILL REFUND	36.40 *
640019	CHEN, PHILIP	WATER CLOSING BILL REFUND	23.50 *
640020	ANDELIN, DEBORAH	WATER CLOSING BILL REFUND	14.29 *
640021	CUONG, VU	WATER CLOSING BILL REFUND	58.97 *
640022	MORALES, LETICIA	WATER CLOSING BILL REFUND	61.88 *
640023	TA, THAO	WATER CLOSING BILL REFUND	45.16 *
640024	RINKOVSKY, CHARLES	WATER CLOSING BILL REFUND	28.50 *
640025	NGUYEN, NHUEN	WATER CLOSING BILL REFUND	17.89 *
640026	NGUYEN, SY TIEN	WATER CLOSING BILL REFUND	87.07 *
640027	DANDREA, STEVEN & LILLIAN	WATER CLOSING BILL REFUND	57.04 *
640028	REZA, CONNIE	WATER CLOSING BILL REFUND	62.12 *
640029	TRAN, JOHN	WATER CLOSING BILL REFUND	43.52 *
640030	MORAN, KEVIN	WATER CLOSING BILL REFUND	32.08 *
640031	ZHANG, HONGMEI	WATER CLOSING BILL REFUND	77.61 *
640032	TRAM, MELISSA	WATER CLOSING BILL REFUND	39.68 *
640033	LE, TAN	WATER CLOSING BILL REFUND	57.53 *
640034	NOBLE MANAGEMENT	WATER CLOSING BILL REFUND	20.98 *
640035	VO, TU VAN	WATER CLOSING BILL REFUND	75.02 *
640036	LE, MICHAEL	WATER CLOSING BILL REFUND	13.08 *
640037	TON, PHUOC T	WATER CLOSING BILL REFUND	87.04 *
640038	PEARSON DENTAL SUPPLY & KBC, LLC	WATER CLOSING BILL REFUND	59.90 *
640039	SHALLBETTER, LINDA	WATER CLOSING BILL REFUND	72.84 *

PAGE TOTAL FOR "*" LINES = 1,072.10

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
640040	PHAM, PAULINE	WATER CLOSING BILL REFUND	44.23 *
640041	TRAN, HIEU	WATER CLOSING BILL REFUND	44.47 *
640042	SALGADO, HUMBERTO	WATER CLOSING BILL REFUND	22.98 *
640043	CHOLICO, ANA	WATER CLOSING BILL REFUND	6.70 *
640044	URIEE, ROLANDO	WATER CLOSING BILL REFUND	3.53 *
640045	MAI, BA	WATER CLOSING BILL REFUND	32.15 *
W2144	CITY OF GARDEN GROVE-LIABILITY ACCT	REV & VOID	-74,831.07 *
W2155	CITY OF GARDEN GROVE-LIABILITY ACCT	REV & VOID	-71,137.16 *
W2184	CALIFORNIA STATE DISBURSEMENT UNIT	COUNTY OF ORANGE	3,303.90 *
W2185	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	7,818.98 *
W2186	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	27,652.50 *
W2187	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,761.74 *
W2188	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	COUNTY OF ORANGE	343.38 *
W2189	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	513,099.14 *
W2190	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	425,294.25 *
W2191	US BANK TRUST N.A.	WTR2010A-RESERVE	-6.01
		WTR2010B-RESERVE	-6.37
		WTR2010C-RESERVE	-5.03
		INTEREST COSTS	240,855.63
			240,838.22 *
W2192	US BANK TRUST N.A.	INTEREST COSTS	102,064.28 *
W2193	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	8,030.38 *
W2194	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	181.72 *
W2195	VISION SERVICE PLAN	VISION INSURANCE	7,487.61 *

PAGE TOTAL FOR "*" LINES = 1,198,061.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/26/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W2196	WELLS FARGO BANK, NA	TAX REBATE	1,203,055.00 *
W2197	US BANK TRUST N.A.	FA 02C/04W/06S	-125.35
		STD-2017 06REFUND	-20,000.00
		LTD-2017 06REFUND	540,000.00
		FUND BAL-UNAPER	-520,000.00
		INTEREST COSTS	338,287.50
		LONG TERM DEBT	520,000.00
			858,162.15 *
W2198	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	113.72 *
W2199	US BANK TRUST N.A.	FA 2015 WATER04	-2.85
		INTEREST COSTS	56,250.00
			56,247.15 *
W2200	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	69.24 *
W639457	STERLING COURT SENIOR APTS	REV & VOID	-1,112.00 *

PAGE TOTAL FOR "*" LINES = 2,116,535.26

FINAL TOTAL 5,209,717.13 *

DEMANDS #639696 - 640045 AND WIRES W2184 - W2200 & W639457 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 26, 2018, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

[Signature]
 KINGSLEY C. OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report and levying an assessment for Fiscal Year 2018/2019. <i>(Action Item)</i>		
		Date:	6/26/2018

OBJECTIVE

For City Council to hold a Public Hearing and adopt the attached Resolution confirming the Annual Report of the Garden Grove Tourism Improvement District and levying the assessment for Fiscal Year 2018-19 for the Garden Grove Tourism Improvement District.

BACKGROUND

The Garden Grove Tourism Improvement District ("GGTID") was established by the Garden Grove City Council in accordance with the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") through the adoption of Resolution No. 9009-10 on August 24, 2010, and Ordinance No. 2782 on October 26, 2010. The purpose of the GGTID is to provide revenue to defray the costs of advertising and marketing efforts designed to increase overnight stays, construction and maintenance of improvements, and other services activities and programs that promote and encourage tourism within the GGTID, which benefit the operators of hotels paying assessments through the promotion of scenic recreational, cultural and other attractions.

The GGTID includes the hotels along Harbor Boulevard from the boundary with Anaheim to Garden Grove Boulevard, and is divided into two (2) separate benefit zones:

1. Tier I includes the hotels north of Lampson Avenue that are subject to an assessment of up to two and one-half percent (2.5%) of gross rent charged per room occupancy per night. There are currently nine (9) hotels in Tier I.
2. Tier II encompasses those hotels south of Lampson Avenue that are subject to

an assessment of up to one-half percent (0.5%) of gross rent charged per room occupancy per night. There is currently one hotel in Tier II, The Great Wolf Lodge Southern California.

Pursuant to the Law and the Ordinance, the City Council is required to re-levy the GGTID assessment annually, based on the recommendations set forth in the annual report of the GGTID Advisory Board. At its meeting on June 12, 2018, the City Council received the Annual Report for FY 2018/19 from the GGTID Advisory Board and adopted a Resolution approving the annual report, declaring its intention to levy and collect an annual assessment for FY 2018/19, and setting a Public Hearing on June 26, 2018, for the annual report and proposed assessment.

DISCUSSION

The GGTID Advisory Board annual report for FY 2018/19 contains a proposed budget for use of the anticipated assessment revenues for the year and proposes no changes (i) to the boundaries of the GGTID, (ii) in the GGTID improvements and activities authorized by Resolution No. 9009-10 and Ordinance No. 2782, or (iii) in the amount of the annual assessment or the method and basis for the levying the assessment. The GGTID Advisory Board is recommending that the annual assessments for FY 2018-19 continue to be two and one-half percent (2.5%) of the gross rent charged by the operator per room per night for all transient occupancy for each visitor accommodation facility in Tier I and (ii) one-half percent (0.5%) of the gross rent charged by the operator per room per night for all transient occupancy for each visitor accommodation facility in Tier II. On February 22, 2011, the City Council approved an agreement with the Anaheim/Orange County Visitor & Convention Bureau ("VCB"), pursuant to which approximately 80% of the GGTID assessment revenue collected is allocated to the VCB to fund collective tourism marketing efforts or retained by the City for future Harbor Boulevard median improvements and a future transit system.

The remaining (approximately 20%) of the GGTID assessment would be allocated to fund specific improvements along Harbor Boulevard and other tourism promotion activities in Garden Grove in accordance with the budget included in the annual report. These funds are administered by the Garden Grove Tourism Promotion Corporation ("GGTPC") pursuant to an agreement with the Garden Grove Tourism Promotion Corporation approved by the City Council on September 27, 2011. Before the annual assessment can actually be levied on the affected visitor accommodation facilities for the next fiscal year, the City Council must conduct a Public Hearing to hear and consider all protests against the levying of proposed assessments for FY 2018/19 and/or other matters provided in the annual report submitted by the GGTID Advisory Board. Notice of the Public Hearing in the form of the Resolution of Intention adopted at the June 12, 2018, meeting was published eleven (11) days before the hearing and mailed to each visitor accommodation facility subject to the proposed assessment in accordance with the Law.

After conducting the Public Hearing, the City Council may take one of the following actions:

1. Terminate proceedings if written protests are received from the owners of the businesses in the GGTID that will pay fifty percent (50%) or more of the

assessments proposed to be levied (a "majority protest"). If a majority protest is received, no further proceedings to levy the proposed assessment may be taken for a period of one (1) year from the date of the finding of a majority protest by the City Council. If the majority protest is against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities must be eliminated.

2. Order changes in any of the matters provided in the annual report, including changes in the proposed assessments and/or the proposed improvements and activities to be funded with the revenues derived from the levy of assessments. If changes are ordered, a notice for a new Public Hearing will be required before the City Council could adopt a Resolution confirming the annual report as modified and levying the assessment.
3. Adopt the proposed Resolution confirming the annual report as originally submitted and levying the assessment on those visitor accommodation facilities within the boundaries of the GGTID for the 2018/19 Fiscal Year, commencing July 1, 2018, and continuing through June 30, 2019.

FINANCIAL IMPACT

It is not anticipated that the City will incur significant direct costs as a result of this action. It is estimated that the GGTID will produce approximately \$3.43 million in annual revenues, and approximately \$382,494 in carry over for FY 2018/19 for local tourism promotion efforts, and most of these funds will be administered by the VCE and the GGTPC. Any actual administrative costs incurred by the City in relation to the GGTID will be reimbursed through assessment revenues, up to a percentage cap on assessments collected.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing for the proposed annual levy of assessment and other matters provided in the annual report submitted by the GGTID Advisory Board;
- Receive the report from the City Clerk regarding protests received; and
- Assuming that there is no majority protest, adopt the Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report, and levying the assessment for the Garden Grove Tourism Improvement District for Fiscal Year 2018/19.

By: Grace Lee, Sr Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution GGTID	6/21/2018	Resolution	6-26-18_CC_GGTID_FY_18-

VCB Budget for FY 2018-19 6/13/2018	Backup Material	19.docx Visit_Anaheim_- _GGTID_2018- 2019_Proposed_Budget.pdf
GGTPC Budget for FY 2018-19 6/13/2018	Backup Material	GGTPC_FY_18- 19_Proposed_Budget.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
CONFIRMING THE ANNUAL REPORT OF THE GARDEN GROVE TOURISM
IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING THE ASSESSMENT FOR
FISCAL YEAR 2018-2019 FOR THE GARDEN GROVE TOURISM IMPROVEMENT
DISTRICT

WHEREAS, the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") authorizes cities to establish parking and business improvement areas for the purpose of funding certain improvements and activities, including the promotion of tourism, through assessments upon the businesses that benefit from those improvements and activities and to levy an assessment against businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the city;

WHEREAS, the Garden Grove Tourism Improvement District (GGTID) was established October 26, 2010, by City Council Ordinance No. 2782;

WHEREAS, in accordance with Sections 36530 and 36533 of the Law, the GGTID Advisory Board has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report for Fiscal Year 2018-2019 in connection with the proposed levy of an assessment against visitor accommodation facilities within the GGTID for Fiscal Year 2018-2019 (the "Annual Report");

WHEREAS, on June 12, 2018, the City Council adopted Resolution No. 9508-18 approving the Annual Report and declaring its intention to levy assessments for Fiscal Year 2018-2019 for the GGTID;

WHEREAS, pursuant to the Law on June 26, 2018, the City Council conducted a Public Hearing concerning the Annual Report and the levy of assessments for the GGTID for Fiscal Year 2018-2019 at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California; and

WHEREAS, the City Council has heard and considered all protests, both written and oral, and hereby determines there was not a majority protest within the meaning of Section 36525 of the Law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The recitals set forth herein are true and correct.

SECTION 2. The City Council confirms its adoption of the Garden Grove Tourism Improvement District (GGTID) Advisory Board Report for Fiscal Year 2018-

2019 (the "Annual Report"), which describes the boundaries of the GGTID and identifies the assessment to be levied and collected to pay the costs of improvements and activities described in the report, in the same form as originally submitted and approved on June 12, 2018.

SECTION 3. The boundaries of the GGTID generally include certain real property within that area of Garden Grove fronting, bordering, or near Harbor Boulevard from the city of Anaheim to Garden Grove Boulevard. The GGTID is divided into two (2) separate zones: (i) Tier I, which includes that real property within the GGTID north of Lampson Avenue, and (ii) Tier II, which includes that real property within the GGTID south of Lampson Avenue. A map showing the precise area and boundaries of the GGTID and the two benefit zones is on file in the City Clerk's Office.

SECTION 4. In accordance with the Annual Report, the annual assessments for Fiscal Year 2018-2019 shall continue to be two and one-half percent (2.5%) of the gross rent charged by the operator per room occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier I and one-half percent (0.5%) of the gross rent charged by the operator per room occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier II.

SECTION 5. Pursuant to the Parking and Business Improvement Area Law of 1989, the adoption of this Resolution shall constitute the levy of assessments on those visitor accommodation facilities within the boundaries of the Garden Grove Tourism Improvement District (GGTID) for the 2018-2019 Fiscal Year, commencing July 1, 2018, through June 30, 2019.

Anaheim VCB
Garden Grove TID Budget
2018-2019



Statement of Expense Summary - Marketing		Statement of Expense Summary - Convention Sales	
Budget Highlights Marketing		Budget Highlights- Convention Sales	
Brand Advertising	\$ 50,000.00	Solicitation, Travel, Promotions	\$ 120,000.00
Industry Partnerships	\$ 58,000.00	Client Events	\$ 155,000.00
Research	\$ 16,000.00	Sports Anaheim Development	\$ 40,000.00
Collateral (Sales Tools)	\$ 11,000.00	Exhibits Attend	\$ 55,000.00
Exhibiting	\$ 12,000.00	Restricted Reserves to Host Ind. Conventions (IPW)	\$ 279,000.00
Promotion & Travel	\$ 42,000.00	Subsidy to offset costs for groups	\$ 290,000.00
Web Development - Technology	\$ 32,000.00	Convention Sales Manager	X
Co-Op Promotions	\$ 26,000.00		
Salaries & Related Costs	\$ 270,506.00	Salaries & Related Costs	\$ 485,000.00
Total Marketing Expense	\$ 517,506.00	Total Convention Sales Expense	\$ 1,424,000.00
Total VCB		\$ 1,941,506.00	

Garden Grove Tourism Promotion Corporation (GGTPC)
Garden Grove TID Projected Budget FY 2018 - 2019



G.G.T.P.C

Garden Grove Tourism Promotion Corporation

2018-2019 GGTPC Proposed Budget		
2018-2019 Projected Revenue		\$ 665,730.01
Budget Carry Over from 2017-2018		\$ 382,494.69
Total Revenue 2018-2019		\$ 1,048,224.70
Expenses:	%	Amount
Advertising & Marketing	10.5%	\$ 110,063.59
Annual Travel Mission	1.5%	\$ 15,723.37
Parking Upgrades and Improvements	10.0%	\$ 104,822.47
Economic Development	10.0%	\$ 104,822.47
Sponsorships	20.0%	\$ 209,644.94
Private Security	12.0%	\$ 125,786.96
Education	5.0%	\$ 52,411.24
Contingency/"Hotel Back"	5.0%	\$ 52,411.24
Resort Community Support	5.0%	\$ 52,411.24
Harbor Boulevard Maintenance/Utilities/Repairs	11.0%	\$ 115,304.72
Tourism Related Studies/Consultants	5.0%	\$ 52,411.24
City Admin Fees (per Agreement)	3.0%	\$ 31,446.74
Administrative/Accounting/Auditing (per Agreement)	2.0%	\$ 20,964.49
Total	100.0%	\$ 1,048,224.70

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Adoption of Budget Resolutions amending Fiscal Year 2018-19 proposed budgets. (<i>Action Item</i>)	Date:	6/26/2018

OBJECTIVE

For the City Council to adopt Resolutions to amend the City's Fiscal Year (FY) 2018-19 Basic Services, Cable Services, Grant Services, Water Services, Capital Improvements, Special Assessments Relating to Street Lighting, Main Street and the Parking District, Tourism Improvement District, and Park Maintenance District Budgets.

BACKGROUND

On June 27, 2017, Council adopted the City's two-year budget for FY 2017-18 and FY 2018-19. The budgets are based on a framework that includes unfunded liability impact, budget cuts, and other cost containment initiatives, some revenue growth, and use of one time available funds. The FY 2018-19 budget appropriation totaled \$192,332,181, which included a capital expenditure budget of \$10,441,835.

DISCUSSION

Staff has conducted a mid-biennial review and budget adjustments are needed in operating and capital improvement expenditures to the second year of the two-year budget. The FY 2018-19 proposed budget amendment includes the implementation of a 5 percent budget reduction (excluding sworn police and fire personnel) to the General Fund, as well as adjustments to the capital improvement plan, grants, water operations, and other minor adjustments. The FY 2018-19 proposed amended budget totals \$197,078,292, which includes a capital expenditure budget of \$16,499,805. The capital expenditure budget increased by \$6.1 million from additional available funding, such as Measure M2, gas tax, and various grants.

In accordance with the plan presented for City Council consideration, the following Resolutions amending the Fiscal Year 2018-19 budget are attached:

- A Resolution of the City Council of the City of Garden Grove amending the basic

services, cable services, grant services, water services, capital improvements, special assessments relating to street lighting, Main Street and the Parking District, Tourism Improvement District, and Park Maintenance District Budgets for Fiscal Year 2018-19

- A Resolution of the City Council of the City of Garden Grove adopting an appropriations limit for Fiscal Year 2018-19 implementing Article XIII B of the State Constitution pursuant to Section 7900 et. seq. of the Government Code.
- A Resolution of the City Council of the City of Garden Grove appropriating fund balances as of June 30, 2018, to reserves for future year reappropriation.
- A Resolution of the City Council of the City of Garden Grove reappropriating certain Fiscal Year 2017-18 Project Balances and Encumbrances for the Fiscal Year 2018-19.

The following reports are submitted for approval:

- Water Supply Program Budget for Fiscal Year 2018-19.

FINANCIAL IMPACT

Adoption of these Resolutions will provide the funding needed for vital City services.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Resolutions and Water Supply Program and that these items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proposed Budget FY 2018-19 Amendment Resolution	6/19/2018	Resolution	18-19_Budget_Amendment_Resolution-6.26.18.docx
Appropriations Limit Report and Resolution	6/19/2018	Resolution	Resolution_Appropriations_Limit_(GANN)_FY_18-19.pdf
Approp Fund Balances FY 2018-19	6/19/2018	Resolution	Approp_Fund_Balances_FY_2018-19.doc
Reapp Proj Balances	6/19/2018	Resolution	Reapp_Proj_Balances_FY_2018-19_.docx
Water Budget	6/20/2018	Backup Material	Water_Budget.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING THE BASIC SERVICES, CABLE SERVICES, GRANT SERVICES, WATER
SERVICES, CAPITAL IMPROVEMENTS, SPECIAL ASSESSMENTS RELATING TO
STREET LIGHTING, MAIN STREET AND THE PARKING DISTRICT, TOURISM
IMPROVEMENT DISTRICT, AND PARK MAINTENANCE DISTRICT BUDGETS FOR
FISCAL YEAR 2018-19

WHEREAS, the City Council adopted a two-year budget on June 27, 2017 for Fiscal Years 2017-18 and 2018-19; and

WHEREAS, the City Council of the City of Garden Grove in accordance with the laws of the State of California is responsible for the administration of certain special assessment districts; and

WHEREAS, each special assessment district's budget for Fiscal Year 2018-19 has had public hearing and reviews as required by state law; and

WHEREAS, it is necessary to amend the adopted budget for Fiscal Year 2018-19 for adjustments in operating and capital improvement expenditures.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to expend in accordance with the requirements of various grant programs, laws of the State of California, and the ordinances of the City of Garden Grove on behalf of the City Council an amount of \$197,078,292 for Fiscal Year 2018-19 from new appropriations and reserved fund balances.

BE IT FURTHER RESOLVED that the total of \$197,078,292 for Fiscal Year 2018-19 which the City Manager is authorized to expend in accordance with the grant program requirements, laws of the State of California, and the ordinances of the City of Garden Grove shall be appropriated from the estimated revenues and reserved fund balances of the following funds and funds assessed in accordance with state laws for Fiscal Year 2018-19.

<u>Basic Funds</u>	<u>Adopted</u> <u>FY 2018-19</u>	<u>Amended</u> <u>FY 2018-19</u>
General Purpose ①⑨	\$114,647,676	\$112,405,012
State Gas Tax 2106/2107	2,000,000	2,000,000
State Gas Tax 2105	1,000,000	1,160,000
Gas Tax Road Maintenance & Rehab.	3,200,000	2,750,000
Traffic Mitigation	0	117,000
State Traffic Congestion Relief	800,000	1,093,000
Development Agreement Fees	238,723	238,723
Cultural Arts	30,000	30,000
Park Fee	0	210,000
Drainage	0	0

<u>Basic Funds (continued)</u>	<u>Adopted</u> <u>FY 2018-19</u>	<u>Amended</u> <u>FY 2018-19</u>
Red Light Enforcement Program	793,390	1,512,390
Citywide Park Fee	0	300,000
City Infrastructure (GASB 34 Depreciation)②	15,085,998	15,085,998
Economic Development③	296,672	284,172
Tourism Improvement District-Transit④	660,000	660,000
Tourism Improvement District-Street Proj.⑤	90,000	90,000
Forfeit/Seizure-State	16,029	107,029
Golf Course	78,448	78,448
Self-Supporting Revenue ⑥	952,990	946,090
M2 Local Fairshare	2,400,000	2,740,000
Total Basic Funds	\$142,289,926	\$141,807,862
<u>Cable Fund</u>		
Garden Grove Cable⑦	\$ 477,016	\$ 456,834
Total Cable Fund	\$ 477,016	\$ 456,834
<u>Grant Funds</u>		
Calhome Reuse	\$ 100,000	\$ 100,000
Community Development Block Grant (CDBG)	1,118,072	2,453,615
HOME Investment Partnerships (HOME)	556,890	836,883
Emergency Solutions Grants (ESG)	175,315	168,709
Justice Assistance Grant	31,506	31,506
Post Reimbursements	50,000	50,000
State Grants	4,969	89,000
Families And Communities Together (FACT)	358,082	358,082
Public Safety/Proposition 172	733,897	723,960
Air Quality Improvement (AQMD AB2766)	193,162	202,231
Police-SLESA	23,854	299,354
California Department of Conservation	44,274	44,274
CIWMB	0	61,000
Used Oil	48,324	48,324
St. Bikelane AB 1020	0	88,000
Federal Park Grants	21,000	156,000
MSR M Regional-CTFP	0	10,800
Measure M-2 CTFP	184,000	2,293,670
Total Grant Funds	\$ 3,643,345	\$ 8,015,408

<u>Special Assessment Funds</u>	<u>Adopted FY 2018-19</u>	<u>Amended FY 2018-19</u>
Street Lighting	\$ 1,373,215	\$ 1,380,915
Park District (Maintenance & Acquisition)	4,061	4,061
Main Street Assessment District	38,182	38,482
Garden Grove Tourism Improvement District	2,503,800	2,607,236
Park Maintenance Assessment District	700,000	700,000
	<hr/>	<hr/>
Total Special Assessment Funds	\$ 4,619,258	\$ 4,730,694
 <u>Water Funds</u>		
Water Operations	\$ 33,570,663	\$ 34,335,521
Water Debt Service	2,390,138	2,390,138
Water Capital ⑧	2,000,000	2,000,000
Water Replacement	3,341,835	3,341,835
	<hr/>	<hr/>
Total Water Funds	\$ 41,302,636	\$ 42,067,494
 GRAND TOTAL BASIC, CABLE, GRANT, SPECIAL ASSESSMENT, AND WATER FUNDS	 \$192,332,181	 \$197,078,292
 ① Contains Transfers To The General Fund From:		
(a) Self-Insurance Fund	\$ 100,000	\$ 100,000
(b) Workers' Compensation Fund	2,200,000	1,300,000
 Excess paramedic tax revenue in the amount of \$602,974 to be carried over to FY 2019-20.	 503,744	 602,974*
 ② Depreciation Not Funded In FY 2018-19	 \$ 15,085,998	 \$ 15,085,998
 ③ Contains Transfers To The Economic Development Fund From:		
(a) General Purpose Fund	\$ 250,000	\$ 237,500
(b) Garden Grove Tourism Improvement District Fund	46,672	48,042
 ④ Contains Transfers To The Tourism Improvement District-Transit Fund From:		
(a) Garden Grove Tourism Improvement District Fund	\$ 660,000	\$ 686,320

	<u>Adopted</u> <u>FY 2018-19</u>	<u>Amended</u> <u>FY 2018-19</u>
⑤ Contains Transfers To The Tourism Improvement District-Street Projects Fund From:		
(a) Garden Grove Tourism Improvement District Fund	\$ 90,000	\$ 90,000
⑥ Contains Transfer To The Self-Supporting Revenue Fund From:		
(a) General Purpose Fund	\$ 277,990	\$ 271,090
⑦ Contains Transfer To The Garden Grove Cable Fund From:		
(a) General Purpose Fund	\$ 387,016	\$ 366,834
⑧ Contains Transfer from Water Operations Fund to Water Capital Fund	\$ 2,000,000	\$ 2,000,000
⑨ Balancing Measures		
(a) Early Retirement Program Savings	\$ 500,000	\$ 500,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles

From: Kingsley Okereke

Dept: City Manager

Dept: Finance

Subject: ADOPTION OF A RESOLUTION
SETTING THE FISCAL YEAR 2018-19
APPROPRIATIONS LIMIT

Date: June 26, 2018

OBJECTIVE

The purpose of this memorandum is for City Council to review and adopt the attached Appropriations Limit Resolution setting the appropriations limit for Fiscal Year 2018-19.

BACKGROUND

In November 1979, the citizens of California passed Proposition 4 (Gann Initiative amending Article XIII B), which placed limitations on the finances of state and local governments. It also provided a method of calculating and adopting the limitations. The League of California Cities has developed guidelines from the legislation and Article XIII B for consistent statewide implementation. The City is utilizing these guidelines in the calculation process.

DISCUSSION

The Fiscal Year 2018-19 appropriations limit is \$148,932,300. The calculated and recommended budget appropriations subject to the Gann Limit is \$84,195,100. The appropriations under the limit of \$64,737,200 is the amount from which additional appropriations can be made. Generally, appropriations from the General Fund are subject to the annual limitation. However, due to the estimated growth in PCI (Per Capita Income) and future revenues available, it is not anticipated that the appropriations limit will significantly impact budget appropriations in the near future.

Section 7900 et seq. of the Government Code requires local governments to adopt a resolution setting the limitations at a regularly scheduled meeting or noticed special meeting. There is no requirement in the State Code for a public hearing prior to adoption of the resolution.

FINANCIAL IMPACT

Not applicable

ADOPTION OF A RESOLUTION
SETTING THE FISCAL YEAR 2018-19
APPROPRIATIONS LIMIT
June 26, 2018
Page 2

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Appropriations Limit Resolution setting the appropriations limit for Fiscal Year 2018-19 at \$148,932,300.

KINGSLEY OKEREKE
Assistant City Manager/Finance Director

Attachments: Resolution
EXHIBIT "A"

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-19
IMPLEMENTING ARTICLE XIII B OF THE STATE CONSTITUTION PURSUANT
TO SECTION 7900 ET SEQ. OF THE GOVERNMENT CODE**

WHEREAS, the people of California on November 6, 1979 added Article XIII B to the State Constitution placing various limitations on the appropriations of state and local governments;

WHEREAS, the State Legislature adopted Chapters 1205 and 1342 of the 1980 statutes which implemented Article XIII B;

WHEREAS, Section 7902 of the Government Code provides the process which to calculate the appropriations limit for Fiscal Year 2018-19 and subsequent years pursuant to Article XIII B;

WHEREAS, Section 7910 of the Government Code requires cities to adopt a Resolution setting the annual appropriation limitation at a regularly scheduled meeting or a noticed special meeting;

NOW, THEREFORE, BE IT RESOLVED that the appropriations limit for Fiscal Year 2018-19 pursuant to Section 7902 of the Government Code shall be \$148,932,300.

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

**EXHIBIT "A"
IMPLEMENTATION OF ARTICLE XIII B (GANN LIMITATION)
DETERMINATION OF BASE YEAR (FY 78-79) AND FORTY
YEAR (BUDGET FY 18-19) APPROPRIATIONS SUBJECT TO LIMIT
(000's)**

REVENUES	BASE YEAR		YEAR FORTY	
	FY 78-79 REVENUE	FY 78-79 CLASSIFIED AS NON-PROCEEDS OF TAXES	FY 18-19 REVENUE	FY 18-19 CLASSIFIED AS NON-PROCEEDS OF TAXES
Taxes	8,148.0	337.3	77,685.0	12,266.0
Licenses & Permits	1,160.2	1,160.2	6,048.8	6,048.8
Fines, Forfeits, Penalties	285.2	285.3	2,614.1	2,614.1
Use of Property	851.5	661.9	1,061.1	810.0
Charges for Services	5,074.0	5,074.0	42,967.5	42,967.5
Subvented from Others	4,572.2	1,284.3	26,335.0	9,076.0
Grants from Others	11,750.0	11,750.0	7,997.6	7,997.6
Other Revenue	120.8	113.1	2,407.3	2,407.3
Total Revenues	31,961.9	20,666.1	167,116.4	84,187.3
Unreserved Fund Bal.	4,544.0	2,649.1	0	0
Total Revenues Under Article XIII B	<u>36,505.9</u>	<u>23,315.2</u>	<u>167,116.4</u>	<u>84,187.3</u>

APPROPRIATIONS	BASE YEAR	YEAR FORTY
	FY 78-79	FY 18-19
Fire Protection	3,565.9	24,915.5
Police Protection	5,819.7	58,697.0
Traffic Safety	1,678.3	3,346.7
Public Right-of-Way	4,081.8	31,813.2
Water Utility	3,931.2	38,835.5
Drainage	714.0	1,506.5
Community Buildings	803.2	5,449.2
Community Services	2,658.8	4,436.3
Economic Development	N/A	2,697.6
Parks & Greenbelts	1,014.6	2,065.6
Comm & Neigh Development	1,756.5	8,081.0
Mun Support & Serv	6,017.0	10,046.7
Capital Project Reappropriation	8,426.4	.0
Added Appropriations During Year	1,946.1	.0
City Contributions to Succ. Agency	0	.0
Grant Contributions to Sewer/Refuse & Oth. City Act.	0	.0
Water Contributions to Oth. City Act.	0	.0
Total Appropriations	<u>42,413.5</u>	<u>191,890.8</u>
Less Funds from Reserves	<u>0</u>	<u>0</u>
Net Appropriations	<u>42,413.5</u>	<u>191,890.8</u>

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

**SUMMARY OF FY 2018-19 APPROPRIATIONS LIMIT
AS PER ARTICLE XIII B
(000's)**

FY 78-79 Base Year Appropriations Subject to Limitation		\$18,379.0
Plus Allowed Growth of	710.34%	<u>130,553.3</u>
FY 18-19 Appropriations Limit		\$148,932.3
FY 18-19 Appropriations Subject to Limit		<u>84,195.1</u>
Appropriations (Over) or Under Limit		<u>\$ 64,737.2</u>

Calculation:

Year	Begin Factor	PCI	Pop.Chng	End Factor
79-80	1.00000	1.1017	1.0075	= 1.10996
80-81	1.10996	1.1211	1.0180	= 1.26677
81-82	1.26678	1.0912	1.0251	= 1.41701
82-83	1.41700	1.0679	1.0049	= 1.52063
83-84	1.52063	1.0235	1.0118	= 1.57473
84-85	1.57473	1.0474	1.0102	= 1.66620
85-86	1.66620	1.0374	1.0062	= 1.73923
86-87	1.73923	1.0230	1.0150	= 1.80592
87-88	1.80592	1.0347	1.0199	= 1.90577
88-89	1.90577	1.0466	1.0198	= 2.03407
89-90	2.03407	1.0519	1.0185	= 2.17922
90-91	2.17922	1.0421	1.0201	= 2.31661
91-92	2.31661	1.0414	1.0230	= 2.46801
92-93	2.46801	0.9936	1.0247	= 2.51278
93-94	2.51278	1.0272	1.0215	= 2.63662
94-95	2.63662	1.0071	1.0164	= 2.69889
95-96	2.69889	1.0472	1.0172	= 2.87489
96-97	2.87489	1.0467	1.0105	= 3.04074
97-98	3.04074	1.0467	1.0107	= 3.21680
98-99	3.21680	1.0415	1.0169	= 3.40692
99-00	3.40692	1.0453	1.0177	= 3.62429
00-01	3.62429	1.0491	1.0156	= 3.86156
01-02	3.86156	1.0782	1.0202	= 4.24764
02-03	4.24764	0.9873	1.0206	= 4.28009
03-04	4.28009	1.0231	1.0165	= 4.45121
04-05	4.45121	1.0328	1.0142	= 4.66249
05-06	4.66249	1.0526	1.0113	= 4.96319
06-07	4.96319	1.0396	1.0083	= 5.20256
07-08	5.20256	1.0442	1.0084	= 5.47815
08-09	5.47815	1.0429	1.0102	= 5.77144
09-10	5.77144	1.0062	1.0102	= 5.86646
10-11	5.86646	0.9746	1.0101	= 5.77520
11-12	5.77520	1.0251	1.0070	= 5.96160
12-13	5.96160	1.0377	1.0089	= 6.24141

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

**SUMMARY OF FY 2018-2019 APPROPRIATIONS LIMIT
AS PER ARTICLE XIII B
(000's)**

Calculation:

Year	Begin Factor	PCI	Pop.Chng	End Factor
13-14	6.24141	1.0512	1.0078	= 6.61215
14-15	6.61215	0.9977	1.0093	= 6.65829
15-16	6.65829	1.0382	1.0108	= 6.98729
16-17	6.98729	1.0537	1.0099	= 7.43540
17-18	7.43540	1.0369	1.0069	= 7.76296
18-19	7.76296	1.0367	1.0069	= 8.10339

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

**SUMMARY OF FY 2018- 19 APPROPRIATIONS LIMIT
AS PER ARTICLE XIII B**

From State Department of Finance:

For 79-80 US CPI Change of 10.17% and City Population Growth of .75%
For 80-81 CA PCI Change of 12.11% and City Population Growth of 1.80%
For 81-82 CA PCI Change of 9.12% and City Population Growth of 2.51%
For 82-83 CA PCI Change of 6.79% and City Population Growth of .49%
For 83-84 CA PCI Change of 2.35% and City Population Growth of 1.18%
For 84-85 US CPI Change of 4.74% and City Population Growth of 1.02%
For 85-86 US CPI Change of 3.74% and City Population Growth of .62%
For 86-87 US CPI Change of 2.30% and City Population Growth of 1.50%
For 87-88 CA PCI Change of 3.47% and County Population Growth of 1.99%
For 88-89 CA PCI Change of 4.66% and County Population Growth of 1.98%
For 89-90 CA PCI Change of 5.19% and County Population Growth of 1.85%
For 90-91 CA PCI Change of 4.21% and County Population Growth of 2.01%
For 91-92 CA PCI Change of 4.14% and County Population Growth of 2.30%
For 92-93 CA PCI Change of (.64%) and County Population Growth of 2.47%
For 93-94 CA PCI Change of 2.72% and County Population Growth of 2.15%
For 94-95 CA PCI Change of .71% and County Population Growth of 1.64%
For 95-96 CA PCI Change of 4.72% and County Population Growth of 1.72%
For 96-97 CA PCI Change of 4.67% and County Population Growth of 1.05%
For 97-98 CA PCI Change of 4.67% and County Population Growth of 1.07%
For 98-99 CA PCI Change of 4.15% and County Population Growth of 1.69%
For 99-00 CA PCI Change of 4.53% and County Population Growth of 1.77%
For 00-01 CA PCI Change of 4.91% and County Population Growth of 1.56%
For 01-02 CA PCI Change of 7.82% and County Population Growth of 2.02%
For 02-03 CA PCI Change of (1.27%) and County Population Growth of 2.06%
For 03-04 CA PCI Change of 2.31% and County Population Growth of 1.65%
For 04-05 CA PCI Change of 3.28% and County Population Growth of 1.42%
For 05-06 CA PCI Change of 5.26% and County Population Growth of 1.13%
For 06-07 CA PCI Change of 3.96% and County Population Growth of 0.83%
For 07-08 CA PCI Change of 4.42% and County Population Growth of 0.84%
For 08-09 CA PCI Change of 4.29% and County Population Growth of 1.02%
For 09-10 CA PCI Change of .62% and County Population Growth of 1.02%
For 10-11 CA PCI Change of (2.54%) and County Population Growth of 1.01%
For 11-12 CA PCI Change of 2.51% and County Population Growth of 0.70%
For 12-13 CA PCI Change of 3.77% and County Population Growth of 0.89%
For 13-14 CA PCI Change of 5.12% and County Population Growth of 0.78%
For 14-15 CA PCI Change of (0.23%) and County Population Growth of 0.93%
For 15-16 CA PCI Change of 3.82% and County Population Growth of 1.08%
For 16-17 CA PCI Change of 5.37% and County Population Growth of 0.99%
For 17-18 CA PCI Change of 3.69% and County Population Growth of 0.69%
For 18-19 CA PCI Change of 3.67% and County Population Growth of 0.69%

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

(000's)

ADJUSTMENTS TO REVENUES OR APPROPRIATIONS	BASE YEAR FY 78-79	YEAR FORTY FY 18-19
Debt Appropriations		
Municipal Service Center	\$ 36.6	0
Retirement (unfunded liability)	<u>\$ 682.7</u>	<u>\$ 254,271.8</u>
Total Debt Appropriations	\$ 719.3	\$ 254,271.8

LIMITATION CALCULATION	BASE YEAR FY 78-79	YEAR FORTY FY 18-19
Net Appropriations	\$ 42,413.5	\$ 191,890.8
Less Approp. of Other Grant Fund Balances	0	(590.0)
Less Approp. of Water Fund Balances	0	(4,803.0)
Less Non-Proceed of Taxes Revenue	\$ (23,315.2)	(84,187.3)
Less Debt not Subject to Appropriations Limit (City's required and actual contribution to retirement)	<u>\$ (719.3)</u>	<u>(18,115.4)</u>
Appropriations Subject to Limit	\$ 18,379.0	\$ 84,195.1

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

ANALYSIS OF BUDGET REVENUES FOR GANN LIMIT

	<u>Budgeted Revenues</u>	<u>Non-Proceeds of Taxes</u>	<u>Proceeds of Taxes</u>
<u>Taxes</u>			
Property (Less Subventions)	14,605,000	0	14,605,000
Paramedic (Less Subventions)	12,266,000	12,266,000	0
Property Transfer	480,000	0	480,000
Transient Occupancy	25,958,000	0	25,958,000
Business Operations	2,500,000	0	2,500,000
Sales	21,876,000	0	21,876,000
Total Taxes	77,685,000	12,266,000	65,419,000
<u>Licenses and Permits</u>			
Development Fees	2,200,000	2,200,000	0
Police Towing Fees	109,059	109,059	0
Business License Fees	178,787	178,787	0
Franchise Payments	2,500,000	2,500,000	0
Park Fees	510,000	510,000	0
Drainage Fees	75,000	75,000	0
Other Licenses and Permits	104	104	0
Hazardous Materials Fees	2,176	2,176	0
Art in Public Places	40,000	40,000	0
Alarm Fees	60,618	60,618	0
Fire Fees	97,029	97,029	0
City Guarantee Risk	0	0	0
Traffic Mitigation Fees	76,000	76,000	0
Development Impact Fees	200,000	200,000	0
Total Licenses and Permits	6,048,773	6,048,773	0
<u>Fines, Forfeits, Penalties</u>			
Traffic Fines	1,500,000	1,500,000	0
City Court Fines	3,087	3,087	0
Traffic Offender/Impound	55,000	55,000	0
Parking Citations	1,010,000	1,010,000	0
Forfeits and Seizures	40,000	40,000	0
Other Fines and Penalties	6,000	6,000	0
Total Fines, Forfeits, Penalties	2,614,087	2,614,087	0
<u>Uses of Property</u>			
Interest on Investment	506,000	254,923	251,077
Rentals	205,112	205,112	0
Other Uses of Property	0	0	0
Golf Course	350,000	350,000	0
Main Library	0	0	0
Total Uses of Property	1,061,112	810,035	251,077

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

ANALYSIS OF BUDGET REVENUES FOR GANN LIMIT

	<u>Budgeted Revenues</u>	<u>Non-Proceeds of Taxes</u>	<u>Proceeds of Taxes</u>
<u>Charges for Services:</u>			
Water Utility	35,623,000	35,623,000	0
Other Charges for Service	29,676	29,676	0
Deferred Municipal Support	3,843,600	3,843,600	0
Water Street Damages	2,452,853	2,452,853	0
Grant Overhead	39,353	39,353	0
Self-Supporting Rec. Fees	775,000	775,000	0
Public Safety Service Charges	204,020	204,020	0
Total Charges for Services	42,967,502	42,967,502	0
<u>Subventions from Others:</u>			
Motor Vehicle Tax in Lieu	17,201,000	0	17,201,000
H.O. Subvention	58,000	0	58,000
H.O. Subvention - Paramedic	95,000	95,000	0
Measure M	2,400,000	2,400,000	0
Gas Tax	5,748,000	5,748,000	0
Other State Subventions	833,000	833,000	0
Total Subventions From Others	26,335,000	9,076,000	17,259,000
<u>Grants From Others:</u>			
County / State Grants	4,344,250	4,344,250	0
Federal Grants	3,653,319	3,653,319	0
Total Grants From Others	7,997,569	7,997,569	0
<u>Other Revenue</u>			
Sale of Land, Material, Equipment	13,601	13,601	0
Other Revenue	777,766	777,766	0
Post Reimbursements	0	0	0
State Mandate Reimbursements	98,684	98,684	0
Agency Reimbursements	138	138	0
Abandoned Vehicles	0	0	0
General Reimbursements	1,517,144	1,517,144	0
Total Other Revenue	2,407,333	2,407,333	0

**City of Garden Grove
Gann Limit (Budget)
FY 2018-19**

ANALYSIS OF BUDGET REVENUES FOR GANN LIMIT

	<u>Budgeted Revenues</u>	<u>Non-Proceeds of Taxes</u>	<u>Proceeds of Taxes</u>
<u>Excluded:</u>			
Cable	90,000		
Special Assessments	5,539,213		
Agency for Community Development	13,824,926		
Housing	31,833,500		
Inter-Department--Worker's Compensation	5,139,111		
Inter-Department--Communications-Phone Reimb.	631,310		
Inter-Department--Insurance-Risk Mgmt.	1,656,699		
Inter-Department--Information Systems	2,556,755		
Inter-Department--Vehicle Fund	6,443,665		
Inter-Department--Employee Benefits	0		
Inter-Department--Warehouse	313,068		
Sewer	10,448,000		
Refuse	2,901,000		
Other Income (Loans)	0		
Total Exclusions	<u>81,377,247</u>		
<u>Interest Allocation Base:</u>			
Taxes	77,685,000	12,266,000	65,419,000
Licenses and Permits	6,048,773	6,048,773	0
Fines, Forfeits & Penalties	2,614,087	2,614,087	0
Uses of Property (Less Interest)	555,112	555,112	0
Charges for Services	42,967,502	42,967,502	0
Subventions from Others	26,335,000	9,076,000	17,259,000
Grants from Others	7,997,569	7,997,569	0
Other Revenue	2,407,333	2,407,333	0
Total Revenues	<u>166,610,376</u>	<u>83,932,376</u>	<u>82,678,000</u>
Percent to Total	100%	50.38%	49.62%
Interest Allocation	506,000	254,923	251,077
GRAND TOTAL	<u><u>167,116,376</u></u>	<u><u>84,187,299</u></u>	<u><u>82,929,077</u></u>

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROPRIATING FUND BALANCES AS OF JUNE 30, 2018 TO RESERVES FOR
FUTURE YEAR REAPPROPRIATION

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2017-18 Revenues, Expenditures, and Fund Balances as projected to the end of the fiscal year;

WHEREAS, it is necessary to reserve all fund balances not required for encumbrances or reappropriations to continuing projects to future year appropriations; and

WHEREAS, the actual amount of fund balances to be reserved on June 30, 2018 cannot be determined at this time.

NOW, THEREFORE, BE IT RESOLVED that the unreserved fund balances appropriated and unappropriated as of June 30, 2018 be reserved and available for future year appropriations in the funds below:

FUND	FUND DESCRIPTION
008	CALHOME
022	SUCCESSOR RDA
060	GAS TAX 2106/2107
061	GAS TAX 2105
062	GAS TAX RM & REHAB
064	TRAFFIC MITG FEE
075	GAS TAX 2103
079	DEVELOPMT AGRMT FEE
080	CULTURAL ARTS FEE
081	PARK FEE
082	DRAINAGE FEE
084	RED LITE ENF PROG
090	TRAFFIC OFFENDER
100	GASB34 ACCRL/DEPR
105	PUBLIC SAFETY
106	ECON DEVELOPMENT
107	TID TRANSIT
108	LAND SALE PROCEEDS
109	TID STREET PROJECTS
117	GOLF COURSE

118	SELF SUPPORTING REVENUE
150	G G CABLE CORP
161	CDBG
162	HOME
164	EMERGENCY SHELTER
166	NSP
173	JAG
174	OTS-POLICE
175	POST Reimbursement
176	STATE GRANTS
179	FACT
220	PUB SAFETY/PROP 172
225	AQMD(AB 2766)
226	POLICE - SLESF
227	CA DEPT OF CONSERV
231	CIWMB
235	USED OIL
287	COUNTY CSVG GRANTS
291	AFG (DEPARTMENT OF HS)
359	FEDERAL GRANTS
418	CA HISPANIC COMM
422	M2 LOCAL FAIRSHARE
424	MEASURE M2-CTFP
507	HSG SUCCESSOR AGENCY
509	HOUSING AUTH SEC 8
510	HSG AUTH-CC PROPTS
530	STREET LIGHTING
531	PARKING DIST MAINT
533	MAIN ST ASSMT DIST
534	GARDEN GROVE TID
535	PK MAINT ASSMT DIST
600	2010 WATER BONDS
601	WATER OPERATIONS
602	WATER CAPITAL
603	WATER REPLACEMENT
783	INFORMATION SYSTEMS
784	WORKERS COMP
785	FLEET MANAGEMENT
786	EMPLOYEE BENEFIT
787	WAREHOUSE OPERATION

788 TELECOMMUNICATIONS

789 RISK MANAGEMENT

790 COMMUNTION REPLMNT

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE REAPPROPRIATING CERTAIN FISCAL YEAR 2017-18
PROJECT BALANCES AND ENCUMBERANCES FOR THE FISCAL YEAR 2018-19

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2017-18 Revenues, Expenditures, and Fund Balances as projected to the end of the fiscal year, and has given careful consideration to the closing of appropriations for Fiscal Year 2017-2018;

WHEREAS, the City Council has reviewed and given careful consideration of the recommended Fiscal Year 2018-19 budgets;

WHEREAS, certain projects begun in Fiscal Year 2017-18 or prior fiscal years require continuing appropriations to complete the projects;

WHEREAS, unexpended balances of Fiscal Year 2017-18 or prior fiscal years are estimated to be available within these certain projects on June 30, 2018;

WHEREAS, certain purchase orders are estimated to have encumbered balances on June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the uncommitted, unexpended balances of appropriations on June 30, 2018, of the projects below be appropriated to the Reserve for continuing projects within their respective funds;

PACKAGE	FUND	PACKAGE NAME
0022	111 (MAX: \$30,490)	CITY MANAGER PROJ
0030	079, 100, 150, 509, 601, 783	REAL PROPERTY
0053	509, 601	REPROGRAPHICS
0060	111 (MAX: \$15,000), 601	PUBLIC INFORMATION
0064	783 (MAX \$10,000)	COMMUNITY ACCESS
1000	111 (MAX: \$1,500,000), 601	FINANCE ADMN/ANAL
1015	111 (MAX: \$5,000)	GASB IMPLEMENTATION
1020	111 (MAX: \$1,604), 509, 601	GENERAL ACCOUNTING
1021	509, 601	FINANCIAL PLANNING
1023	783	ERP CONSULTANT
1024	601	ACCOUNTS PAYABLE
1026	111 (MAX: \$20,000)	BUSINESS TAX OPER
1030	601	UTILITY BILLING
1096	787	WAREHOUSING

2001	111 (MAX: \$50,000)	GEN PLAN UPDTE MISC
2140	111 (MAX: \$8,000)	BLDG ABATEMENT
2160	111 (MAX: \$3,128)	PLAN CHECK/PERMITS
2304	111 (MAX: \$130,637)	GEN PLAN UPDATE
2306	111 (MAX: \$47,570)	ADVANCE PLANNING
2311	111 (MAX: \$75,000)	OUTFRONTMEDIA BLBRD
2321	106	BAR SMOKING ENF (04)
2503	507	AGENCY REAL PROP
2509	531, 533	PARKING DISTRICT
2511	106	BUSINESS RETENTION
2535	510	CIVIC CTR PROP MGMT
2560	106	SITE B2 LARGE
2563	106	SITE B2 ENA
2600	106	ECON DEV ADMIN
2601	109, 534	VCB
2602	534	GG TID
2605	107	HARBOR CRDR TRANSIT
2607	109	HRBR CRDR ST IMPV
2621	106	CFL SALES TX REBATE
2700	161	CDBG ADM/PLAN
2701	507	HSG SET ASIDE ADMIN
2707	166	NSP GARDEN GROVE
2708	166	NSP WESTMINSTER
2712	162	TBRA
2713	162	PI - HOME
2714	162	HOME ADMN
2729	162	UNALLOC HOME FUNDS
2730	161	FAIR HOUSING SERV
2731	162	PI – HOME ADMIN
2732	161	SR HM IMP GRANT PRG
2733	161	COMM SENIORSERV
2739	162	NEW CONSTRTN AFFORD
2740	161	CDBG INDIRECT
2742	106, 161	SMALL BUSNSS LOAN
2743	161	PALMA VISTA FOCUS
2744	161	CDBG COMUNTY GARDEN
2805	164	THOMAS HOUSE SHELTE
2807	164	MERCY HOUSE
2818	162	MULTI-FMLY ACQ/REHA
2820	161, 162	SYCAMORE C+ PROJ DE

2831	161	UNALLOC CDBG FUNDS
2835	164	ILLUMINATION FNDTON
2836	164	CITYNET
2861	008	CALHOME REHAB LOANS
2863	008	CALHOME PROG INCOME
2864	008	MH HOME IMP LOAN 14
2867	008	MOBILE HOME - REHAB
2874	164	ESG ADMIN
2877	164	INTERVAL HOUSE CRIS
2879	164	UNALLOC ESG FUNDS
2880	164	OC PARTNERSHIP
3000	530, 601, 785 (ALL FUNDS)	PUBL WORKS GEN ADMN
3010	601, 785 (ALL FUNDS)	ENVIRONMENTAL MGMT
3043	601	NPDES PROGRAM
3111	060 (ALL FUNDS)	SEAL COATING
3112	060, 061, 062, 075 (ALL FUNDS)	ASPHALT MNT/OVERLAY
3113	060 (ALL FUNDS)	CONCRETE MAINT
3114	601	DRAINAGE/MISC MAINT
3205	060, 084	TRAFFIC ENGINEERING
3320	105	BLDG REPAIR/MAINT
3510	601	GROUPS MAINTENANCE
3530	535	PARKS MAINTENANCE
3550	117	WILLOWICK
3600	785	EQUIP SVC MGT/PLAN
3610	785 (ALL FUNDS)	EQ SERV OPERATIONS
3700	601	WATER OPERATIONS
3710	601	WATER PRODUCTION
3780	601	WTR LTD,DEPR,O/H
3781	600, 601	WATER LTD-2010A
3782	601	WATER LTD-2010B
3783	601	WATER LTD-2010C
3784	601	2015 WTR REV BONDS
3953	227	BEV RECYCLING GRANT
3981	235	OPP7 FY17/18
4102	509	HSG-ADMIN
4103	509	FMLY SLF-SUFFICIENC
4104	509	HSG-VOUCHERS HAP
4107	509	HSG-HAP PORTABILITY
4600	161	SR CENTER/CDBG
4601	287, 359, 424	SENIOR MOBILITY PRO

4701	080	ARTS FUND
4906	179	MPFRC (17/18)
4962	418	ANTI SMOKING GRANT
5101	220	FIRE COMBAT/CONTROL
5103	220	COMMUNIC/FIRE CNTRL
5105	220, 784	EMERG.STDBY/CONTROL
5106	220	MDT SYSTEM
5202	220	EMERG MEDIC/PARA
5205	220	EMERG STNDBY/PARA
5306	291	AFG Fire Preve & SAF
5400	220	EMERGENCY SERVICES
5510	106	LEGAL SERVICES
5708	105	PUB SAFETY-FIRE OPS
6004	225	AQMD/RIDESHARE
6007	601, 630	EMPLOYEE TRAINING
6011	225	RDSHR VEH EQUIP CNG
6700	220, 226	COMMUNITY POLICING
6713	111 (MAX: \$89,000)	E-CITATION
6715	176	BSCC LOCAL ALLOC
6742	785	MOTORBIKE CAP LEASE
6746	084	RED LT ENFORC PROG
6747	090, 785	TRAFFIC OFFENDER
6758	174	17/18 OTS-STEP
6762	161	GANG SUPPR-CDBG
6800	115 (MAX: \$9,900), 220	ADMIN SVCS BUREAU
6840	175	TRAINING(POST CERT)
6860	220	COMMUNITY LIAISON
6876	601	800MHZ P25 RDO DEP
6877	601, 790	800MHZ VEH FND DEBT
6890	173, 220	JAIL SERVICES
6900	220, 226	DEPARTMENTAL SERV
6903	176	PD PROP 69
6910	220	RECORDS
6920	220	COMMUNICATIONS
6935	790	800MHZ OC BACKBONE
6962	220	SPEC ENF TEAM
6964	359	SORNA GRANT 2017
6980	111 (MAX: \$26,466), 220, 226	PROPERTY/EVIDENCE
7001	220	CAD-PURCHASE
7009	105	PUB.SAFETY-FIRE CAP

7010	790	800MHZ P25 RADIOS
7126	061, 422	PROJ P HARBOR COORD
7130	064, 422 (ALL FUNDS)	CHAPMAN/LAMPLIGHTER NEW TRAFFIC SIGNAL
7131	359, 422 (ALL FUNDS)	9 TH /GG BLVD LEFT TURN LANE
7132	359, 422 (ALL FUNDS)	MAGNOLIA/ORANGEWOOD TRAFFIC SIGNAL MOD
7134	359, 422 (ALL FUNDS)	PEDESTRIAN SIGNAL HEAD INSTALLATION/HSIP GRANT
7136	422 (ALL FUNDS)	CHAPMAN COORDINATN
7137	064, 422 (ALL FUNDS)	WESTMNSTR COORDINTN
7161	105 (ALL FUNDS)	FIRE STATN 4 CONSTR
7164	064, 359 (ALL FUNDS)	HSTER LMPSN TS MOD
7165	422 (ALL FUNDS)	MAGNOLIA TSSP
7166	064 ,422 (ALL FUNDS)	BRKHST TS SYNC PROJ
7210	062 (ALL FUNDS)	WESTMINSTER REHABILITATION
7211	422 (ALL FUNDS)	EUCLID REHAB
7212	422 (ALL FUNDS)	BROOKHURST REHAB
7214	082 (ALL FUNDS)	FY 17/18 DRAINAGE ST
7229	061, 161, 231, 422 (ALL FUNDS)	WSTMSTR BOWENEUCLID
7254	061, 075, 082, 231, 422 (ALL FUNDS)	MAGNOLIA ST RECONST
7275	075	CONCRETE REPL/CAPITAL
7280	061, 062, 075, 422 (ALL FUNDS)	CHAPMAN REHAB
7281	359 (ALL FUNDS)	OFF-STRT BIKE TRAIL
7287	061, 424 (ALL FUNDS)	EUCLID/WESTMINSTER IIP
7290	422 (ALL FUNDS)	LARSON RECONSTRTION
7291	422 (ALL FUNDS)	EUCLID (HAZARD- WESTMINISTER)
7359	602	RESVOIR REHAB PROJ
7369	602	PRV&OC VAULT & FAC.
7377	602	WELL 21 IMPROVEMENTS
7390	602, 603	BOOSTER PUMP REPLAC
7400	602	CITY WTR SVC RPLCMT
7404	075, 082 (ALL FUNDS)	VARIOUS STORM DRAINS
7405	082 (ALL FUNDS)	LAMPSON/WEST DRAIN
7407	082 (ALL FUNDS)	LA BONITA STRM DRN
7408	422 (ALL FUNDS)	WESTMINISTER REHAB (MATCHING FUNDS)
7425	082 (ALL FUNDS)	BARTLETT STORM DRN
7428	161	DOROTHY/COLEM/STANDR

7492	061, 082 (ALL FUNDS)	YOCKEY/NEWLAND PHS 2
7540	081 (ALL FUNDS)	PARK CAPITAL REPLACEMENTS
7645	161	SHADE STRCTR BUENA
7651	081 (ALL FUNDS)	RPL CMC ATRIUM LOBY
7654	081 (ALL FUNDS)	PICNIC SHELTER
7655	081 (ALL FUNDS)	AMPHITHEATER RENVTN
7656	081 (ALL FUNDS)	EASTGATE PARK PLYGD
7660	(ALL FUNDS)	PARK IMPROVEMENTS
7673	602	WTR APPURTENANCE-18
7677	081	LIGHTPOLE REPLACEMENT
8846	161	HBR CORR ACQ-BLIGHT
8847	161	FIRE STATION PROP
8850	106	CITY ECON DEV PROJ
9510	100	DEPR-FURN/EQ
9511	100	DEPR-STREETS
9512	100	DEPR-STORM DRAINS
9513	100	DEPR-STORM DRAINS
9980	789	RISK MANAGEMENT
9981	788	TELEPHONE
9982	788	CELL PHONE
9983	783	INFORMATION SYSTEMS
9984	784	WORKERS COMP
9986	788	PAGERS

BE IT FURTHER RESOLVED that for the projects listed above the amount of unexpended balance of appropriations on June 30, 2018; be reappropriated for Fiscal Year 2018-19 from the Reserve for continuing projects of the respective funds.

BE IT FURTHER RESOLVED that the encumbered balances of purchase orders on June 30, 2018, be appropriated to the Reserve for encumbrances of the respective funds and that the amount of encumbered balances of purchase orders on June 30, 2018, be reappropriated for Fiscal Year 2018-19 from the Reserve for encumbrances of the respective funds.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles

From: William E. Murray

Dept.: City Manager

Dept.: Public Works

Subject: Water Supply Program Budget
Amendment for Fiscal Year 2018/19

Date: June 26, 2018

OBJECTIVE

To receive City Council approval to amend the Fiscal Year 2018-19 Water Supply Program Budget.

BACKGROUND

The mission of the Water Services Division is to provide a reliable water supply of the highest quality at the lowest possible cost. In keeping with this mission, three major issues must be considered:

- Purchased water and energy costs;
- Improvement of the water delivery system; and
- State and federal water quality mandates

To comply with these issues, and in keeping with the above mission, the Water Services Division has initiated programs such as:

- Working with Orange County Water District to balance the groundwater basin's protection with rate stabilization and with water conservation measures;
- Working with the Metropolitan Water District of Southern California, Orange County Water District, and the Municipal Water District of Orange County to improve water reliability by way of water conservation with grant funding; and
- Compliance with all state and federal water quality standards

On June 27, 2017, Council adopted the City's two-year budget for FY 2017/18 and FY 2018/19. During FY 2017/18, a number of operational and capital goals were met. Projects in progress or completed that are related to the Water Enterprise Fund include the following:

Implementation of the Water Master Plan, construction of the PRV and OC-Interconnect Facilities Rehabilitation Project, completion of the design of the Magnolia Concrete Reservoir Rehabilitation Project and the Ward Street Fire Flow Water Improvements, and completion of the FY 2017/18 capital replacement projects.

DISCUSSION

Staff has conducted a mid-biennial review and budget adjustments are needed in operating and capital expenditures to the second year of the two-year budget. Major

areas being addressed in the proposed FY 2018/19 Water Supply Program Budget Amendment include: water supply budget, water cost factors, and implementation of capital improvements and replacements. The capital improvement and replacement program for the upcoming fiscal year consists of the following:

- Replacement of 5,000 linear feet of main;
- Replace 140 fire hydrants;
- Replace service lines, as needed;
- Install meters at all city facilities;
- Implement gate valve exercise program;
- Replace 150 gate valves;
- Construction of the West Haven Reservoir Rehabilitation Project;
- Construction of the Magnolia Concrete Reservoir and Booster Pump Station Rehabilitation Project;
- Construction of the Ward Street Fire Flow Water Improvements;
- Design and construction of the Citywide Water Services Replacement Project Phase II and the Well 21 Redevelopment Project;
- Continue with the upgrades of the SCADA System;
- Engineering evaluation and assessment of Well Nos. 16, 19 and 25; and
- Perform miscellaneous improvements and/or repairs.

FINANCIAL IMPACT

This proposed amended budget will allow for the Water Enterprise Fund to continue meeting its financial obligations and carry out its capital improvement and replacement programs for FY 2018/19.

RECOMMENDATION

It is recommended that the City Council:

- Approve the proposed Water Supply Program Budget Amendment for Fiscal Year 2018/19 as presented.

WILLIAM E. MURRAY, P.E.
Public Works Director

By: Samuel Kim, P.E.
Water Services Manager

Attachment: Water Supply Program Budget FY 2018/19

**CITY OF GARDEN GROVE
DEPARTMENT OF PUBLIC WORKS
WATER SERVICES DIVISION**

**WATER SUPPLY PROGRAM
BUDGET AMENDMENT
FISCAL YEAR 2018/19**

Presented By:

**CITY OF GARDEN GROVE
DEPARTMENT OF PUBLIC WORKS**

CITY OF GARDEN GROVE
WATER SUPPLY PROGRAM
(CITY COUNCIL ADOPTED)

BUSINESS PRINCIPLES

1. Satisfy Bond Covenant conditions under which outstanding water revenue bonds were issued.
2. Enterprise fund should break even, not generate a deficit.
3. In order to operate efficiently, a two (2) month cash flow is required, as well as maintenance of \$500,000 in reserves for contingencies.
4. Preserve replacement sinking fund. Ideal amount of fund should approach 5% of system value.
5. Maintain system and facilities up to industry standards by adequately funding new Capital Improvement Programs.
6. Continue design and construction of priority capital projects conforming to the annual budget.

WATER SERVICES BUDGET
FY 2017-18 - FY 2018-19
(\$000)

	FY 17-18 Adopted Budget	FY 17-18 Projected Year End	FY 18-19 Adopted Budget	FY 18-19 Amended Budget
<u>FUNDS AVAILABLE</u>				
BEGINNING BALANCE	\$ 8,707.1	\$ 9,296.4	\$ 3,821.9	\$ 5,255.8
BOND PROCEEDS	0.0	0.0	0.0	0.0
TRANSFER FROM REPLACEMENT	0.0	0.0	0.0	0.0
REVENUES	31,479.8	31,907.0	32,513.8	35,623.0
ANNUAL COMMODITY INDEX	0.0	0.0	0.0	0.0
TRANSFER FROM RESERVES	0.0	0.0	0.0	0.0
ADJUSTMENT	0.0	0.0	1,625.1	0.0
FUNDS AVAILABLE	\$ 40,186.9	\$ 41,203.4	\$ 37,960.8	\$ 40,878.8
<u>OPERATIONS EXPENDITURES</u>				
OPERATIONS				
LABOR	\$ 5,731.4	\$ 5,731.4	\$ 5,874.7	\$ 5,888.0
CONTRACTUAL SERVICES	1,110.9	1,110.9	1,134.1	1,134.1
COMMODITIES	1,294.6	1,294.6	1,346.9	1,368.5
VEHICLE/EQUIPMENT RENTALS	1,037.8	1,037.8	1,058.5	1,030.0
INSURANCE	263.3	263.3	263.3	263.3
ADMIN SUPPORT	2,439.1	2,439.1	2,439.1	2,758.2
PURCHASED WATER	15,246.1	14,828.7	16,028.7	16,028.7
LONG TERM DEBT	2,402.3	2,402.3	2,390.2	2,390.2
RESERVE DRAWDOWN PAYBACK	0.0	0.0	0.0	0.0
DEPRECIATION (REPLACEMENT)	3,244.5	3,244.5	3,341.8	3,341.8
STREET REPAIR CHARGE	1,550.0	1,550.0	1,550.0	1,940.4
CAPITAL EQUIPMENT	45.0	45.0	33.5	82.5
ENTERPRISE RESOURCE PLANNING	0.0	0.0	500.0	500.0
REPLACEMENT SINKING FUND	0.0	0.0	0.0	0.0
RATE STABILIZATION FUND	0.0	0.0	0.0	0.0
TOTAL OPERATIONS EXPENDITURES	\$ 34,365.0	\$ 33,947.6	\$ 35,960.8	\$ 36,725.7
WATER MAINS	\$ 1,000.0	\$ 1,000.0	\$ 1,000.0	\$ 1,000.0
PRODUCTION CAPITAL	1,000.0	1,000.0	1,000.0	1,000.0
TOTAL CAPITAL EXPENDITURES	\$ 2,000.0	\$ 2,000.0	\$ 2,000.0	\$ 2,000.0
FUNDS AVAILABLE	\$ 40,186.9	\$ 41,203.4	\$ 37,960.8	\$ 40,878.8
EXPENDITURES	36,365.0	35,947.6	37,960.8	38,725.7
ENDING BALANCE	\$ 3,821.9	\$ 5,255.8	\$ 0.0	\$ 2,153.1

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of an Amendment to the Agreement with Geo Group Inc., for Fiscal Year 2018/19 to provide jail booking and security. (Cost: \$562,347) (<i>Action Item</i>)		
		Date:	6/26/2018

OBJECTIVE

To seek City Council approval of an Amendment to the Agreement with GEO Group Inc. (GEO) for one Fiscal Year 2018/19 (FY 18/19), to provide 24-hour jail booking and security for the Police Department.

BACKGROUND

The Police Department has contracted with GEO Group Inc. for 24-hour jail booking and security services since 2000. In 2015, the Police Department completed a formal RFP process for jail contract services and GEO was the winning bid. There was only one other proposal during the RFP process. In June 2015, the City Council approved a three-year contract agreement with GEO Group Inc. and agreed the contract could be renewed on a 3-year basis after the initial expiration of the original contract agreement. The current contract is set to expire on June 30, 2018.

DISCUSSION

Using the civilian jail contract services, police officers are able to reduce the time it takes to process arrestees and return to the field to handle calls for service. On average for police officers, it takes approximately two hours to handle a prisoner through the booking process. Using the jail contract services, this processing time has been reduced to 15 minutes, allowing the police officers to return to the field more quickly to handle emergency calls for service.

Over the past three years there has been an increase in crime in the City and arrests made by the Police Department. In 2017, officers made 7,101 arrests for felonies and misdemeanors. This is a 23.4% increase in arrests from 2014, when officers made 5,619 arrests. The time saved by having the civilian jailers process the arrestees is

the equivalent of having approximately (6) additional police officers on the street.

GEO Group Inc. has performed well for the department for the past 18 years. GEO's jail staff and management has been responsive to our needs and continues to assist our officers in a critical need.

FINANCIAL IMPACT

The financial impact to the City in FY 18/19 will be \$562,347. This amount was anticipated and is included in the City Budget for FY 18/19.

A one-year amendment to the agreement is being requested despite the original City Council approval allowing the contract agreement to be renewed on a 3-year basis. This is being done so all future funding opportunities can be explored over the next 12 months. The Police Department will seek a contract agreement amendment during the next budget process.

RECOMMENDATION

It is recommended that the City Council:

- Approve a one-year amendment to the Agreement with GEO Group Inc. in the amount not to exceed \$562,347 for Fiscal Year 2018/19; and
- Authorize the City Manager or his designee to sign the agreement and make any modifications as needed on behalf of the City.

By: Lieutenant Carl Whitney

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/19/2018	Backup Material	DOC-20180619-11_01_55.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Provide the Operation, Management and Supervision of CITY's existing Jail Facility in accordance with the laws, rules, regulations and procedures of the State of California.

This Amendment No. 1 to Provide the Operation, Management and Supervision of CITY's existing Jail Facility in accordance with the laws, rules, regulations and procedures of the State of California for the City of Garden Grove is made and entered into this ____ day of _____ 2018, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **The GEO Group, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **154017** effective **July 1, 2015**.

WHEREAS, CITY owns an existing temporary holding facility which is used to house and care for prisoners; and

WHEREAS, CITY and Operator desire to enter into an agreement whereby Operator will provide the operation, management and supervision of CITY's existing jail in accordance with the laws, rules, regulations and procedures of the State of California; and

WHEREAS, CITY and Operator are authorized to enter into this Agreement under applicable law.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

Section 2 Purpose, Item 4: Term of the Agreement-shall be revised as follows:

The CITY hereby extends the performance period from July 1, 2018 to June 30, 2019.

Section 9 City's Responsibilities, Item E. Payment - shall be revised as follows:

Payment: In consideration for all services provided and obligations undertaken by Operator pursuant to this Agreement CITY shall pay to Operator as follows per Attachment B-PROPOSAL PRICING FORM which is attached and incorporated herein by reference.

Year One \$514,627: July 1, 2015 to June 30, 2016

Year Two \$530,066: July 1, 2016 to June 30, 2017

Year Three \$545,968: July 1, 2017 to June 30, 2018

Year Four \$562,347: July 1, 2018 to June 30, 2019

Payment shall be made on a monthly basis, within thirty (30) days of receipt of invoice. In addition, notwithstanding any provision of this Agreement to the contrary, any services provided by Operator at the Jail that are not specified in the Minimum Standards or the Jail Manual shall be reimbursed by CITY to Operator at the actual cost thereof, plus seventeen percent (17%) within thirty (30) days of receipt of invoice. Monthly invoices may be submitted by Operator following the completion of the work which is the subject of the invoice. In addition, for any additional services (other than the services specified in the Minimum Standards or the Jail Manual), the Operator shall be required to obtain advance written authorization from the Police Chief or his designee for such services. No payment or reimbursement shall be provided without such advance written authorization.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

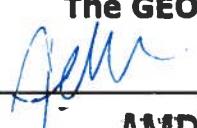
"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
The GEO Group, Inc.
By:  6/7/18
Name: AMBER D. MARTIN
Title: Executive VP Contract Administration
Date: The Geo Group, Inc.

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

6-18-18
Date

Attachment "B"

CITY JAIL OPERATIONS AND MANAGEMENT AGREEMENT (The GEO Group, Inc. and The City of Garden Grove, CA) BUDGET

YEAR ONE

July 1, 2018

to

June 30, 2019

Staffing (9.625 FTE)	\$	426,196
Jail Administrator (1)		
Jail Officers (8.5)		
Jail Director (.125)		
Salaries, Overtime, Benefits, Taxes, Training, Recruitment, New Hire Costs		
Operating Costs	\$	14,074
Incidental Expenses, Office Supplies, Food, Inmate Care Items		
Insurances	\$	40,368
Direct Costs	\$	480,638
Management Fee	\$	81,708
TOTAL OPERATIONS COST	\$	562,347

Note:

Monthly billing will equal one twelfth (1/12) of the annual Total Operations Cost each month

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award of contract to KOA Corporation to provide inspection services for Project Nos. 7164, 7131, 7132, and 7134 - Traffic Signal Modifications and Installation of Pedestrian Countdown Signal Heads at Various Locations. (Cost: \$83,000)(*Action Item*) Date: 6/26/2018

OBJECTIVE

To request City Council to award a contract to KOA Corporation to provide inspection services for Project No. 7164 Traffic Signal Modifications at Haster Street/Lampson Avenue, Project No. 7131 Traffic Signal Modifications at Garden Grove Boulevard/Ninth Street/Nina Place, Project No. 7132 Traffic Signal Modifications at Magnolia Street/Orangewood Avenue, and Project No. 7134 Pedestrian Countdown Signal Heads at 99 Intersections.

BACKGROUND

Public Works Engineering does not have staff to provide inspection for construction projects. Therefore, the service of a consultant is needed to provide inspection for the subject projects.

DISCUSSION

Staff sent out six (6) requests for proposal to engineering consultant firms for construction inspection services and received two (2) proposals. A panel consisting of three staff members conducted interviews and rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, KOA Corporation was rated the highest. The following is a summary of the ratings:

	KOA Corporation	Wallace and Associates

RATER A	251.5	236
RATER B	265.5	230.5
RATER C	278	244
TOTALS	795	710.5

FINANCIAL IMPACT

There is no financial impact to the General Fund. The construction inspection services is included in the 2018-19 Capital Improvement Budget and is fully funded by the federal Highway Safety Improvement Program (HSIP) grants. The agreement will be established for a 1-year period for a not-to-exceed amount of \$83,000.00. A maximum of \$83,000.00 of HSIP federal funds have been programmed for reimbursement for construction inspection services for Project Nos. 7164, 7131, 7132 and 7134.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to KOA Corporation, in the not-to-exceed amount of \$83,000.00, to provide inspection services for Project No. 7164 Traffic Signal Modifications at Haster Street/Lampson Avenue, Project No. 7131 Traffic Signal Modifications at Garden Grove Boulevard/Ninth Street/Nina Place, Project No. 7132 Traffic Signal Modifications at Magnolia Street/Orangewood Avenue and Project No. 7134 Pedestrian Countdown Signal Heads at 99 Signalized Intersections.
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Ken Vu, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
INSPECTION SERVICES - KOA CORP.	6/12/2018	Backup Material	6-26-18_Agreement_-_KOA_for_Inspection_of_Project_7164__7131__7132_and_7134.pdf

CONSULTANT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, **2018**, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **KOA Corporation**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE Council Authorization dated **June 26, 2018**.
2. CITY desires to utilize the services of CONSULTANT to provide on-call inspection services for Traffic Signal Modifications at Haster Street /Lampson Avenue, Traffic Signal Modifications at Garden Grove Boulevard/Ninth/Nina Street, Traffic Signal Modifications at Magnolia Street/Orangewood Avenue and Installation of Pedestrian Countdown Signal Heads at 99 Signalized Intersections in accordance with the CONSULTANT's proposal and fee schedule attached hereto as Exhibit "A" and incorporated herein by reference.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** The term of the agreement shall be for a period of one (1) year from full execution of the agreement.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".

- 3.2 Not to Exceed. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$83,000**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- a) Commercial general liability in the amount of \$2,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and

licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

- b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754

(b) Address of CITY is as follows (with a copy to):

Engineering:
Dai Vu
City of Garden Grove
11222 Acacia Prkwy
Garden Grove, CA 92840

City Attorney
City of Garden Grove
11222 Acacia Prkwy
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive

boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Federal-Aid Contract Provisions.** Federal-aid contract provisions, attached hereto as Exhibit "B", shall be incorporated as part of this contract.
26. **Disadvantage Business Enterprises (DBE) Participation.** The goal for DBE participation for this contract is 12%. Participation by DBE sub-consultants shall be in accordance with the information contained in the Consultant Contract DBE Commitment forms attached hereto as Exhibit "C".

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____, 2018

By: _____
City Manager

ATTEST

"CONSULTANT"
KOA Corporation

City Clerk

By: _____
Title: Deputy CEO

Dated: _____, 2018

Dated: June 5th, 2018

APPROVED AS TO FORM:

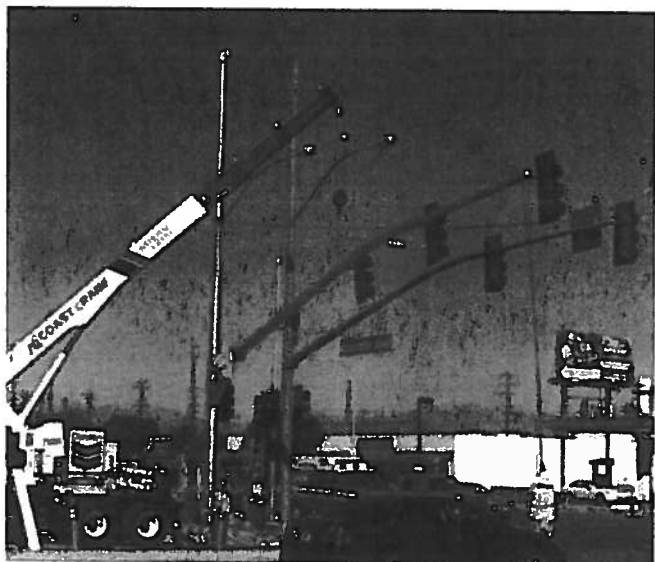
If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY


Garden Grove City Attorney

Dated: 5-23, 2018

EXHIBIT "A"

CONSULTANT'S PROPOSAL AND FEE SCHEDULE



PROPOSAL FOR
**ON-CALL CONSTRUCTION
 INSPECTION SERVICES**
 TRAFFIC SIGNAL MODIFICATIONS AND
 PEDESTRIAN COUNTDOWN SIGNAL HEADS
 AT VARIOUS LOCATIONS PROJECT

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT



MAY 7, 2018



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PART 2: FEE PROPOSAL

Please note the Fee Proposal has been submitted in a separate, sealed envelope marked Fee Proposal, as stipulated in the RFP.

2141 WEST ORANGETHORPE AVENUE, SUITE A ORANGE CA 92868

T: 714.573.0317 F: 323.260.4705 www.koacorp.com

MONTEREY PARK ORANGE ONTARIO SAN DIEGO



TO

Attn.: Mr. Dai Vu

City Traffic Engineer
City of Garden Grove
Public Works Department
11222 Acacia Parkway
Garden Grove CA 92840

FROM

Mr. Chuck Stephan, PE
Project manager
cstephan@koacorp.com
T: 310.525.0678
F: 323.260.4705

RFP

**On-Call Inspection Services for
Traffic Signal Modifications and
Pedestrian Countdown Signal Heads
at Various Locations Project**

DATE

May 7, 2018

Dear Mr. Vu:

KOA, AESCO, and The Alliance Group Consulting, have teamed to propose on the On-Call Inspection Services requested. Our team will provide the City of Garden Grove with a deep field of professionals with broad experience in the disciplines required to successfully complete this project. The KOA team is the right *federal-aid project* Construction Inspector to meet the City's objectives, and complete the project cost effectively.

KOA is a 100+ person professional Planning and Engineering services firm working from four offices in the counties of Orange, Los Angeles, San Diego, and San Bernardino. Construction Management is a separate division within KOA, which provides project management, construction management, and inspection services for many public works agencies in Southern California. With 30 years of specialization in CM and inspection, almost exclusively for public agencies, KOA is more than capable of meeting your project needs. KOA can meet and exceed your goals of completing the project on time, within budget, while minimizing the impact to residents and businesses.

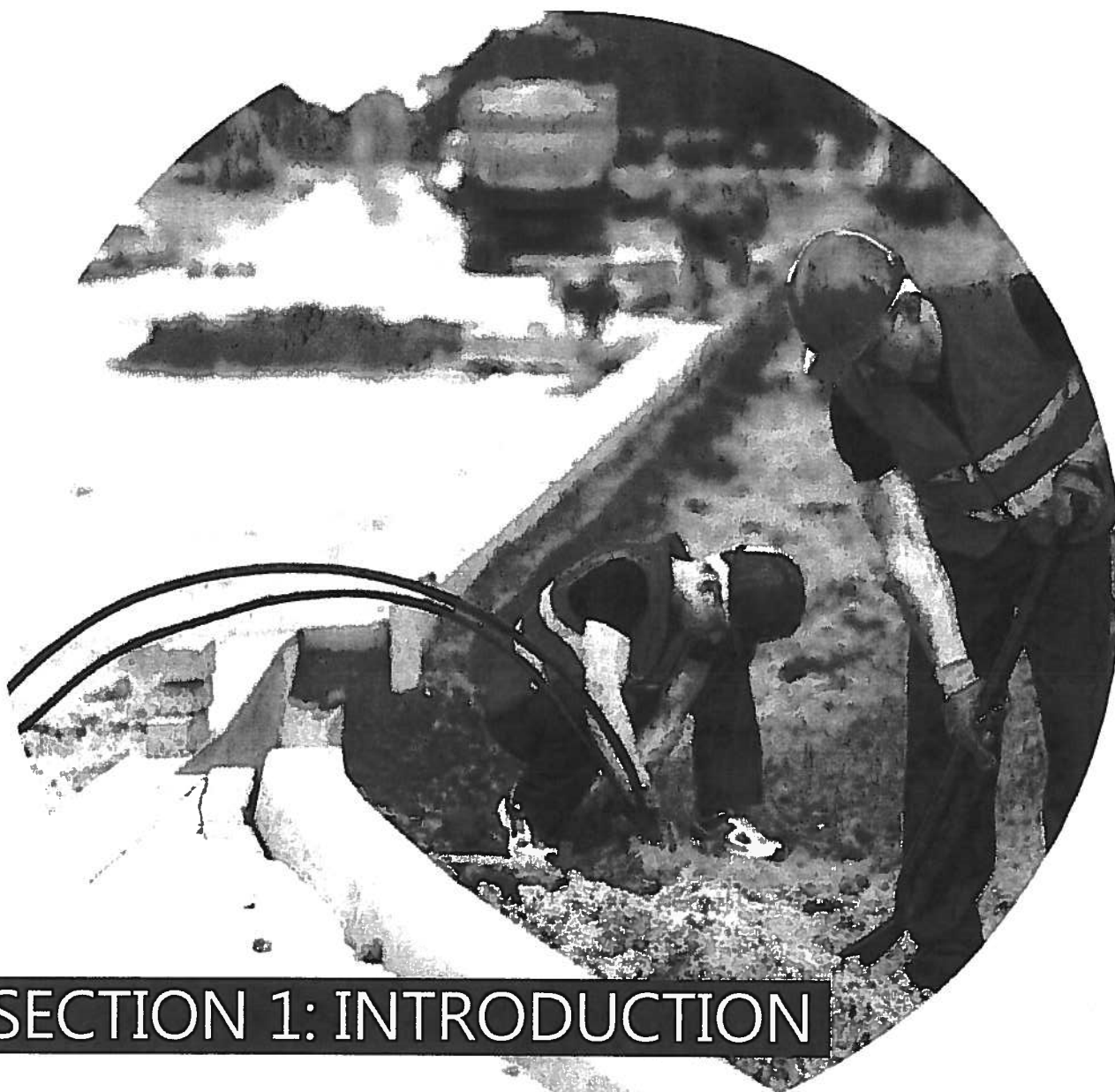
AESCO will provide material testing services. The Alliance Group will provide special inspection services. Both firms are DBE Certified.

I, Chuck Stephan, PE, Vice President, will be the designated Principal in Charge for this project. I may be contacted at cstephan@koacorp.com, or 310.525.0678 cell.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to be 'C Stephan'.

Chuck Stephan, PE, LEED AP
Vice President I Director of CM Division
1100 Corporate Center Drive, Suite 201
Monterey Park CA 91754



SECTION 1: INTRODUCTION

Founded in 1987, KOA is a leading provider in construction management, traffic engineering, and transportation planning services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes project/construction managers, construction inspectors, certified transportation planners and registered civil and traffic engineers. With four offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California, including many traffic signal construction and federal-aid projects.

SECTION 1: INTRODUCTION

OUR COMMITMENT AND DEDICATION

KOA is committed to providing our construction inspection services to the City of Garden Grove. We will dedicate the necessary resources to complete this assignment on-time and within budget. Be assured that our key personnel will be assigned to each project for its duration and will not be removed or replaced by us without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules on a weekly basis. We also maintain a 6-month look-ahead by project and personnel in order to proactively identify resource needs and availability.

CONSTRUCTION MANAGEMENT

KOA has been providing Construction and Project Management Services for many types of public works projects for 30 years. Our Construction Managers/ Project Managers/ Inspectors have experience in managing new and refurbishment building projects, municipal water systems, sewers, utilities, electrical construction, bridges, highways, heavy civil projects, roadways, transportation projects, and rail. KOA's construction managers apply many years of experience on Caltrans, municipal, utility and private construction projects. Our team allows you access to some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information, and is sensitive to the special needs of your community. KOA also provides construction observation services for many types of projects. Our construction inspectors also bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

CONSTRUCTION INSPECTION AND OBSERVATION

KOA provides construction inspection and observation services for many types of projects. KOA construction observers have experience with bridges, highways, heavy civil projects, roadways, utilities, traffic signals, transportation projects, rail, wharf and port facilities, federally funded projects, and virtually any other type of municipal or public projects. Our construction inspectors bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

TYPES OF SERVICES

Construction Management

Civil Engineering
Traffic Engineering Transportation
Planning Active Transportation
Highway & Transportation Design
Program Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park Orange Ontario
San Diego

PROJECT OFFICE LOCATION

KOA CM Division
2141 W. Orangethorpe Ave, Ste A
Orange, CA 92868
Tel: 714.573.0317
Fax: 323.260.4705

MAIN CONTACT

Chuck Stephan, PE
Construction/Project Manager
Principal Engineer
Cell: 310.525.0678
Ofc: 714.573.0317
cstephan@koacorp.com

SECTION 2: ORGANIZATIONAL CHART



GARDEN GROVE

PROJECT MANAGER

Chuck Stephan, P.E.

Vice President
Director of CM Division

CONSTRUCTION MANAGER

Scott Voigt

Construction Manager

SPECIAL INSPECTION

Michael Tran

The Alliance Group
(DBE Certified)

CONSTRUCTION INSPECTOR

Tom Clark

Doug Ramos

Keith Laster

Cris Cole

Ryan Calad, TE

MATERIAL TESTING

AESCO

(DBE Certified)



SECTION 3: EXECUTIVE SUMMARY

KOA, AESCO, and The Alliance Group Consulting, have teamed to propose on the construction inspection, material testing, and special inspection for this project. Our team will provide the City of Garden Grove with a deep field of professionals with broad experience in the disciplines required to successfully complete this project. The KOA team is the right Construction Inspection Consultant to meet the City's objectives, manage and construct the project efficiently and complete the project cost effectively.

KOA has a complete Construction Management division of dedicated professionals, who provide only Construction Management and Inspection services, and have been doing so for 30 years. We have developed procedures and techniques to address virtually every issue that is encountered in the management of construction contracts and contractors.

KOA's principal in charge is Mr. Chuck Stephan, PE. Chuck Stephan has successfully managed contracts for Public Agencies for the past 28 years. The strongest evidence of our success is our repeat business received from the public agencies year after year.

The team will be led by Chuck Stephan, KOA's local Construction and Project Manager, and Director of KOA's CM Division. He will be the principal point of contact for the City for this assignment. Mr. Scott Voigt will be the Construction Manager. Scott has 18 years of design and construction experience, specializing in traffic signal and intersection projects.

KOA has several inspectors currently available for this assignment. Depending on the start of construction and labor requirements, we will assign our most relevant inspection staff to the project. We have included resumes for our anticipated inspection staff herein.

AESCO will provide geotechnical engineering and laboratory resources as OPTIONAL material testing services. Specifically, AESCO will provide for Portland cement concrete (PCC) sampling and strength tests. AESCO may also provide for aggregate sampling, segregation, and compaction testing, as well as any other material or site testing required. AESCO is a DBE Certified firm.

The Alliance Group Consulting (TAGC) will provide for additional special inspection services as may be needed for the project, and specifically rebar and concrete placement. TAGC is a SBE/DBE/MBE/DGS Certified firm.

To round out the team, our contract compliance professionals will ensure that your project is handled professionally and completed per contract in accordance with federal-aid requirements.



SECTION 4: FIRM PROFILE

KOA CORPORATION

Founded in 1987, KOA Corporation (KOA) is one of the leading construction management, engineering design, and transportation planning and design firms in California. KOA provides consulting services to both public and private sectors, and has four offices to serve our California clients. Our staff includes skilled construction and project managers, registered civil and traffic engineers, and certified transportation planners. KOA has provided engineering services for many of the largest public works and transportation planning projects in California.

KOA specializes in all aspects of construction and project management, construction inspection, and transportation engineering including, buildings, parks, pipelines, roadways, highways, interchanges, corridor planning, street drainage, hydrology, traffic studies and 3-D modeling. KOA is committed to working with agencies and communities to enhance the quality of Southern California living. KOA is a California Corporation, a regional firm, based and working primarily in California.

FINANCIAL CONDITION/LITIGATION

KOA Corporation has a strong financial history and a positive financial outlook. The firm is in excellent financial condition and has no bankruptcies, pending litigations, planned office closures, or pending mergers. We have no prior or ongoing contract failures, civil or criminal litigations, bankruptcies, or investigations pending in which KOA has been judged guilty or liable in the past five years.

Our accounts receivable are well in excess of our operating line of credit. KOA has insurance coverage in the following areas: Commercial General Liability (\$5 million), Automobile Liability (\$1 million), Professional Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law (\$1 million).

LOCAL PRESENCE AND KNOWLEDGE

KOA has been working on construction projects in southern California for 30 years, and has been providing successful construction management and inspection services on various water, sewer, street improvement, freeway, bridge, landscape, and facility projects for various Cities during that time. We have a strong working relationship with members of your staff and understand your expectations for these projects. Our local office is in Orange just off the 57 freeway.

KOA FIRM QUALIFICATIONS AND CAPABILITIES

KOA Corporation (KOA) has been in business since 1987 and was formerly known as Katz, Okitsu & Associates. In 2009, KOA completed the purchase of CBM Consulting, a construction management and engineering firm which is now fully integrated into KOA. KOA employees currently hold Civil Engineering, Traffic Engineering, and General Contractor's Licenses, C-27 Licenses, and a C-46 Solar License, and QSD/QSP Certifications. KOA's experience in working with various Government Agencies includes scores of Local Southern California Municipalities; CDBG projects; Caltrans STPL projects; Federal Grant projects; Caltrans ARRA projects; ATP, as well as locally funded projects



For the past 30 years, KOA has specialized in providing professional construction management and inspection, civil engineering, design, planning, active transportation planning, traffic engineering, and traffic calming services to cities and agencies in Los Angeles, Orange, San Bernardino, Riverside and San Diego Counties. Approximately 40% of our business is in providing construction management and inspection, civil design, and engineering for agencies and municipal capital improvement projects.

KOA's construction managers and inspectors apply many years of experience on Caltrans, municipal, utility, and private construction projects. KOA has provided Construction Management and Inspection services for numerous traffic signal, sewer, lift stations, water, wastewater, underground storage, street improvement, streetscape, and other infrastructure projects funded through local, county, Grants, Gas Tax, Measure M, federal-aid, SR2S, SRTS, STPL, ISTEA, and other sources. KOA's construction managers and inspectors have recently and/or are currently providing these services for the Cities of Anaheim, Brea, Irvine, Redondo Beach, Glendora, Corona, Torrance, Chino, Placentia, La Mirada, Ontario Municipal Utilities District, RCTD, El Monte, South El Monte, Downey, and the WMWD, among others.

KOA expedites timely completion of the project and proactively works with the Contractor, the Agency, City, the building department, and other entities having jurisdiction, the design team, and other project stakeholders. KOA's proactive approach identifies the clients' needs in order to identify potential project impacts early and define workable alternatives that will minimize or eliminate any negative impacts to the project's budget, schedule and quality. We manage projects through conceptual design, pre-construction, construction, and post-construction, providing experienced and professional designers, engineers, construction managers, inspectors, and SWPPP-certified QSP and QSD professionals.

KOA's recent projects have included bridge, local and arterial pavement rehabilitation; street and intersection widening; bike and pedestrian facilities; traffic signal upgrades; ADA compliance; curb, gutter, and sidewalk replacement; water, wastewater, and storm drain pipelines; treatment facilities; pump stations; sewer and storm drain construction; parks; buildings and facilities; skate parks; emergency operations center; fire stations; utility vaults and infrastructure; and water reservoir projects.



AESCO

AESCO, a local southern California geotechnical engineering company, provide geotechnical services, material testing, Quality Assurance implementation, special inspection, environmental site assessments, and related services for public sector clients throughout the region.

AESCO has been retained as the civil, testing/inspection and geotechnical engineering firm for local governmental and municipal agencies, school districts, commercial developers, and private homeowners. Clients have included the City of Los Angeles Department of Water and Power, the City of Costa Mesa, the City of Inglewood, the City of Long Beach Water Department, the City of Diamond Bar, the City of Lakewood, the City of Huntington Beach, the City of Lynwood, the City of Riverside, the City of Buena Park, Metropolitan Transit Authority (MTA), Orange County Transportation Authority, New Century BMW dealership, Gold's Gym, Cingular Wireless, Sprint PCS, T-Mobile, Nextel, AT&T and Verizon Wireless, Honda/Acura dealership, Alhambra School District, Long Beach Community College District, Mountain View School District, and Covina Unified School District.

FINANCIAL CONDITION

AESCO has a strong financial base, and has never experienced any bankruptcy, pending litigation, office closure, nor has any impending merger in the near future. AESCO is able to complete projects within the established schedule, and does not add on additional work without prior authorization.

TYPES OF SERVICES

Geotechnical Engineering
Construction Materials Testing and Inspection
Environmental Monitoring
Environmental Site Assessment

CERTIFICATIONS

AESCO is a DBE certified firm
DBE #35370

LOCATION OF OFFICE

Huntington Beach

PROJECT OFFICE LOCATION

17782 Georgetown Lane
Huntington Beach CA 92647
Tel: (714) 375-3830

MAIN CONTACT

Adam Chamaa, PE, GE
Engineering Manager
Tel: (714) 375-3830



AESCO is a woman-owned corporation (incorporated in California) and has been in operation since 1993, a total of 25 years. AESCO is headquartered at 17782 Georgetown Lane, Huntington Beach, California 92647 and we currently have thirty employees with 4 registered engineers. AESCO is **SBE, DBE/UDBE, WBE, and CBE** certified. AESCO's laboratory is certified by DSA, Caltrans and City of Los Angeles. AESCO has been involved in a number of projects involving QA/QC construction materials testing and inspection and geotechnical engineering for various clients including the VA Hospital, US Naval Command, US Army Reserve, the Cities of Los Angeles, Costa Mesa, Inglewood, Long Beach, Diamond Bar, Lakewood, Huntington Beach, Lynwood, Riverside, Buena Park, Irvine, Santa Ana, the Los Angeles Unified School District, Alhambra School District, SANBAG, Caltrans, Los Angeles Metropolitan Transit Authority (MTA), and the Orange County Transportation Authority (OCTA).

Mr. Adam Chamaa, P.E., G.E., Engineering Manager, will be the point of contact for this project. He can be contacted at 714-375-3830, 17782 Georgetown Lane, Huntington Beach, CA 92647, adam.chamaa@aescotech.com.

SERVICES

Geotechnical Engineering Capabilities

AESCO's geotechnical investigations have included: foundation and pavement design, settlement problems, compaction monitoring and testing, shallow and deepened foundations, pressure injected footings, earth retaining structures, landslide analysis and control, expansive/collapsing soils, underpinning and special foundations, construction dewatering and drainage, pipelines and utilities, liquefaction analyses, and fault evaluation. Laboratory testing is performed using ASTM, AASHTO, and other applicable specifications and guidelines.

Construction Materials Testing and Inspection Services

AESCO operates a construction materials engineering (CME) laboratory in Huntington Beach, California, and is capable of performing in-house or on-site testing and inspection services. AESCO also regularly tests and inspects brick, granite, stone masonry, mortar, reinforcing steel, and manufactured elements such as pre-stressed beams and pre-cast panels. Engineering consultation and inspection services are available for each phase of construction including: Aggregate Evaluation, Concrete Mixtures-Design, Inspection, and Testing, Bituminous Materials Testing, Refractory Testing, Roof Inspection and Testing, Soils Compaction and Stabilization Tests and Inspection, Structural Steel Fabrication and Erection Inspection, Qualification of Welders and Procedures, Welding Inspection, and Rebar Inspection. AESCO provides full grading inspection services during construction.

Mobile Laboratory

To expedite site grading, AESCO can set up a portable laboratory on site, capable of performing most of the essential tests that may be required. AESCO operates a fully functioning, self-sufficient mobile laboratory which can provide immediate and reliable test results for any project.

Environmental Engineering Capabilities

AESCO can provide a full range of Environmental Engineering services that are vertically integrated to deliver a complete "turnkey" package including: Phase I-Initial Environmental Site Assessment (ESA), the



Phase II-Investigation, Phase III-Remediation and Mitigation Design, and Final Close Out Report. In addition, AESCO provides a range of Regulatory Compliance services. AESCO also provides regulatory compliance and guidance associated with UST programs, potable water systems and methane and soil-vapor monitoring.

AESCO has NEVER had any OSHA citations. AESCO has never had any outstanding or pending complaints through the Better Business Bureau, State of California Department of Consumer Affairs.

AESCO has a strong financial base, and has never experienced any bankruptcy, pending litigation, office closure, nor has any impending merger in the near future. AESCO is able to complete projects within the established schedule, and does not add on additional work without prior authorization.



THE ALLIANCE GROUP CONSULTING

THE ALLIANCE GROUP CONSULTING

Company Information and Contact Details

- Business Name: The Alliance Group Enterprise, Inc
- Business Address: 3699 Wilshire Boulevard, Ste 1240, Los Angeles, CA 90010
- Website: www.TAGCcorp.com
- Phone: 323.609.6100 Fax: 323.609.6101
- Total number of Employees: 10

Management

- Andy Duong, PE, President and Chief Executive Officer
Andy.Duong@TAGCcorp.com
213.505.0295
- Ray Wang, PE, LEED AP, Vice President and Chief Operation Officer
Ray.Wang@TAGCcorp.com
213.505.4324

Company Overview

The Alliance Group Enterprise, INC (dba The Alliance Group Consulting (TAGC)) is a California based transportation engineering firm established in 2014 and is certified as a SBE/DBE/MBE/DGS firm. TAGC has significant experience working with agencies and organizations such as Caltrans, FHWA, FTA, County of Los Angeles, City of Los Angeles, City of Long Beach along with railroads such as Union Pacific Rail Road (UPRR), Burlington Northern Santa Fe (BNSF) and Pacific Harbor Line (PHL) as well as many large and small local agencies such as Los Angeles Metro, Orange County Transportation Authority (OCTA) and several utilities including Southern California Edison (SCE), Southern California Gas (SCG), Time Warner Cable (TWC), Tesoro, ChemOil, Chevron, etc...

Company Services

- Project/Program Management
- Construction Management/ Inspection
- Project Controls-Cost Estimating & Scheduling
- Preliminary Engineering & PS&E
- Highway/Roadway & Rail Design
- Hydrology & Hydraulic Studies/ Water Quality/ Drainage Design
- Utility Investigations, Design & Coordination
- Traffic Engineering & Street Light Design
- Third Party Coordination & Permitting Support Services



SECTION 5: STAFFING PLAN AND QUALIFICATIONS

CHUCK STEPHAN, PE, LEED® AP

PRINCIPAL-IN-CHARGE / PRINCIPAL ENGINEER / PROJECT MANAGER

Mr. Stephan has 34 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines.

RELEVANT EXPERIENCE

- Los Angeles River Bikeway Feasibility Study, Los Angeles County Metropolitan Transportation Authority (Metro), Los Angeles, CA
- Engineering Services, Program Management, Project Management, Design, and Construction Management, La Habra, CA
- Transit Mall Improvements, Long Beach, CA
- 190th Street Reconstruction Project, Torrance, CA
- City of Los Angeles Warner Center Transit Hub, Los Angeles, CA
- Off-Site Pedestrian and Traffic Improvements, Culver City Redevelopment Agency, Culver City, CA
- Lambert Rd/Hacienda Rd Rehabilitation and Waterline Replacement Project, La Habra, CA

EDUCATION

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA (1982)

REGISTRATIONS

Professional Engineer (Civil), CA
#C50481 (1993)

Professional Engineer (Civil), OR
#1872PE (1995)

Professional Engineer (Civil), HI #PE-
8432(CE) (1996)

LEED® Accredited Professional
(2007)

SCOTT VOIGT

CONSTRUCTION MANAGER

Mr. Voigt has 18 years of Public Works and Capital Improvement Project design, construction management, construction support, and inspection experience.

RELEVANT EXPERIENCE

- City of Palm Springs Ramon Road Bridge Widening PS&E (Federal-aid)
- City of Palm Springs Vista Chino PS&E (Federal-aid)
- OCTA Rose Drive/Tustin Avenue Grade Separation, Placentia/Anaheim, CA
- City of La Mirada Imperial Highway Signal Upgrades Project PS&E
- City of La Mirada La Mirada Boulevard Signal Upgrades Project PS&E
- City of Anaheim Various Citywide Traffic Signal Designs
- Port of Long Beach South Water Front/Pier J Bike/Pedestrian Path (Federal-aid)

EDUCATION

BS Coursework, Construction Management, ITT Technical Institute, Orange (projected 2017 graduation prior to school closure)
AS, Drafting, ITT Technical Institute, San Diego (2002)

CERTIFICATIONS

Autodesk Update
MUTCD Workshop

KEY QUALIFICATIONS

Civil Design
Construction Management
Construction Support
Computer-aided Drafting
Drafting
Utility and Railroad Coordination
Signal Synchronization
AutoCAD



LEA REIS, PE
CONSTRUCTION/ PROJECT MANAGER

Ms. Reis has been working on a variety of projects in the City of Rancho Palos Verdes, Long Beach and Anaheim since joining KOA in 2016, which have included: street rehabilitation; building upgrades; CIPP storm drain lining; ADA compliance; and Park projects. She worked in the City of Torrance Engineering Department for the previous 16-years, where she gained extensive experience on a variety of different public works projects. Her duties ranged from planning and design to advertising projects for bid, developing budgets, managing construction, contract execution and completion. Her supervision experience includes delegating work to Assistant Engineers, college and high school interns, working with the city inspector and contractors to keep track of construction progress, and keeping track of certified payroll, as well as daily and weekly statements. She also has experience with HTML Programming, GIS, AutoCAD, ESRI ArcMap, Microsoft Suite, and Microsoft Projects.

- Brookhurst Street Improvement Project - Anaheim, CA
- Annual Pavement Rehabilitation and Sidewalk Repairs- Rancho Palos Verdes, CA
- Lower Hesse Park- Rancho Palos Verdes, CA
- Eastview Park, Dog Park and Park Improvement- Rancho Palos Verdes, CA

EDUCATION

MS, Business Administration,
New York Institute of Technology, New
York, NY

BS, Aerospace Engineering, University of
Southern California, Los Angeles, CA

REGISTRATIONS/
CERTIFICATIONS

Professional Engineer (Civil), CA #85395

YEAR ENTERED PROFESSION
1999

CRISPEN COLE, QSP
SENIOR CONSTRUCTION INSPECTOR / FIELD INSPECTOR

Mr. Cole has more than 40 years of varied construction and construction inspection experience including bridges, rail, piers, marinas, public facilities, water, sewer, and storm drain lines, and streets and sidewalks. Mr. Cole has performed numerous inspection services with our firm for streets and sidewalks, and water and sewer. In addition, he is our key inspector for bridge, rail and pier projects. Mr. Cole is certified as Competent Person Underground and familiar with pipe-fitting standards.

RELEVANT EXPERIENCE

- Valley Drive & Aviation Blvd, Manhattan Beach, Inspector
- Street Rehabilitation and Water System Imp Project, Monterey Park
- Crenshaw Blvd, Torrance, Inspector
- West Lake Village, Potrero Creek Bridge Project, Thousand Oaks
- Ballona Creek Bridge Project, Culver City, Inspector
- Alta Vista Retaining Walls and Slope Stabilization, Laguna Beach
- Anita Street Storm Drain, Laguna Beach
- Jessen Drive Bridge, La Canada

EDUCATION

American University in Beirut

AA, Business Administration, Northern
Arizona University (1975)

REGISTRATIONS

Qualified SWPPP Practitioner (QSP)
#22536

Certified Erosion, Sediment and Storm
Water Inspector (CESSWI) #2602

Competent Person Underground
Certified

YEAR ENTERED PROFESSION
1971

YEAR STARTED WITH FIRM
2008



DOUG RAMOS
CONSTRUCTION INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Ramos has over 30 years of experience in public works construction, traffic systems communications, inspection and oversight on various traffic signals, CCTV, CMS, Fiber Optic, and all communications and pertinent devices. He worked for the City of Anaheim as an IMSA Level III as a systems technician and inspector for nearly his whole career. He has overseen small to large City Traffic Signal Improvement projects, inspections, maintenance and oversight of closed circuit camera systems, fiber optic cable installations, and various other signal synchronization and electrical projects throughout the City in his career. He has also worked with various entities and stakeholders such as Disneyland and Disney California Adventures as a supervisor overseeing the traffic signals and fiber optic installations.

- City of Anaheim, IMSA Level III
- City of Anaheim, Traffic Systems Communications

EDUCATION

Cypress Junior College, 2 years of junior college

CERTIFICATIONS

Level I, II and III, IMSA Traffic Signal Technician
Level I IMSA Traffic Signal Inspector
Corning fiber optic certification training
Iteris and Econolite video detection training

KEITH LASTER
CONSTRUCTION INSPECTOR / TRAFFIC SIGNALS

PROFESSIONAL EXPERIENCE

Mr. Laster has over 25 years of inspections experience in the private and public sector with an extensive knowledge in supervising inspections, construction/project management and area supervision. He has strong communications and people skills that compliment his ability to mentor and coach others, he has a positive attitude and enjoys learning. He has inspected many traffic signal installations, repairs and rehabilitations, street improvements, concrete removals and replacements, median and landscape improvements, street light systems, traffic control, SWPPP compliance and all other areas of construction. His core values include having a good work ethic, being positive and caring, and doing what is right. His written and oral communication, organization skills and follow through are personal strengths that add value to his work.

- City of Anaheim
- Willdan & Associates
- City of Norwalk

EDUCATION:

Rancho Santiago College
Coursework 8
Construction Inspections Courses

CERTIFICATIONS

IMSA Level I and II
U.S. Naval Electricians
Certification Class Certified in
Concrete Testing
Competent
Person training
SWPPP, BMP's
Training

AESCO

Adam Chamaa

Engineering Manager, M.S.C.E., P.E., G.E.

Registered civil and geotechnical engineer with over 25 years of experience as geotechnical engineer and quality control/quality assurance (QC/QA) manager. Responsible for QC/QA engineering for new construction, foundations, sewer installations, roadway surfaces during and after installation, design of de-watering systems, pump stations, and assessment of soil-related environmental contamination. Provided geotechnical design recommendations for new construction for municipal, governmental and commercial projects throughout California.

Russell Scharlin

Senior Geotechnical Engineer/Quality Control Manager, P.E., G.E.

Russell Scharlin is a senior geotechnical engineer with over 30 years of experience in civil and geotechnical engineering. Primary responsibilities include performing all aspects of construction management, geotechnical engineering and environmental studies. Mr. Scharlin has provided design and construction management services related to pavements and foundations for numerous structures, bridges, pump stations, freeways, tanks, communication towers and other structures.

Amer Hazboon

Senior Engineer, P.E.

Mr. Hazboon has 21 years of professional experience specializing in environmental remediation, feasibility testing and design. He has extensive experience in developing remedial programs for hazardous soil and groundwater, providing design-build services, providing necessary reporting for regulatory compliance, performed methane mitigation and inspection services, and California UST Operator Inspection services. Mr. Hazboon has also served as the Health and Safety officer on numerous projects. Mr. Hazboon's has experience with a wide range of water, wastewater, and storm water management projects, including water quality assessments; water resources development, treatment, and distribution; and wastewater collection, conveyance, treatment, and disposal/reuse including "grey water" system design and construction.

Education:

M.S. Civil Engineering, Geotechnical and Highway Design; Louisiana Technical University, Ruston, LA, 1985.

B.S., Civil Engineering, Louisiana Technical University, Ruston, Louisiana, 1982

Registrations:

California No. C53992 (Civil)

California No. C2784 (Geotechnical)

Nevada No. 022245 (Civil)

Education:

M.S., Civil Engineering (Geotechnical), University of California at Davis

B.S., Civil Engineering, University of California at Davis

40-hour Health and Safety Training

Registrations:

Geotechnical Engineer, State of California

Civil Engineer, State of California

Education:

M.B.A., University of Phoenix, Costa Mesa, CA

B.S., Civil Engineering, California Polytechnic University, Pomona, CA

40-hour Health and Safety Training

Registrations:

Civil Engineer, State of California

Certifications:

Registered Deputy Inspector for the City of Los Angeles, Methane Mitigation Systems

ICC Certified

California UST System Operator

Certified Liquid Boot Inspector

Certified Tremco Barrier Inspector

Hazardous Waste Operations and

Emergency Response

(HAZWOPER) 40 HR Training

Giovanni Mikhael

Inspector

Mr. Mikhael, has over 11 years of experience in the field and in construction materials testing and inspection services for concrete, masonry, steel, anchors, soils, and grading. He is experienced in performing compaction testing, foundation inspections and subgrade inspection and testing.

Charles Chapin

Senior Inspector

Mr. Charles Chapin has over 40 years of experience in Public Works Construction and has performed inspection and construction management for a variety of projects for Caltrans where he used his administrative skills as well as professional and/or technical quality control knowledge. Mr. Chapin has managed capital outlay, operations maintenance, surveying, State Highway Operation and Protection Program (SHOPP), State Transportation Program, and emergency and safety projects. He has also managed traffic control, Storm Water Pollution Prevention plans (SWPP), water pollution control inspection, highway construction inspection, review of shop plans and specifications, change orders, and CPM scheduling.

Areas of expertise include evaluating bids, overseeing construction activities for the Caltrans projects to ensure compliance with plans and specifications; this included monitoring schedules and budgets; preparing estimates and evaluating change orders, conducting negotiations, resolving problems, on-site inspections, approving progress payments and other disbursements, coordinating contract administration activities with consultants and various agencies, developing and maintaining a system for monitoring the progress of projects and programs as assigned, evaluating consequences of changes and advise, preparing written technical and statistical reports, prepares reimbursement reports for various funding agencies, monitoring projects for adherence to Federal and State labor laws, traffic control management, surveying, water pollution administration and inspection.

Education:

B.A., Business, Devry University, in progress

Professional Certifications:

*County of Los Angeles Certified Deputy Inspector masonry
County of Los Angeles Certified Deputy Inspector concrete
ICC Structural Masonry Certified Inspector
ICC Reinforced Concrete Certified Inspector
ACI Certified, Concrete Field Testing Technician
Certified Radiation Safety and Nuclear Gage Operator
Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only), Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete, Temperature of Freshly Mixed Portland Cement Concrete
TWIC Card*

Professional Certifications:

*Construction Boot Camp
California Work Zone Inspection
Field Office Procedures
Lead Hazard Awareness
Concrete Paving Inspection
Hot Mix Asphalt Master Inspector
Sampling Techniques
Structure Construction Inspection
Landscape Inspection
SWPP and Water Pollution Control Programs
Advances Construction Site Best Management Practices (BMPS)
Field Applications
Water Pollution Administration
Inspection and Maintenance of Construction Sites
Management of Construction Site Dewatering Operations
Water Quality Sampling and Analysis on Construction Sites
Traffic Control Management*

The Alliance Group Consulting

Michael Tran **Senior Inspector**

Mr. Tran has a well-rounded knowledge of the construction industry and has spent 20 years as an ICC structural concrete, anchor installation, and structural steel inspector. He has extensive experience in construction, field inspection, quality assurance and quality control services, which involve Caltrans Metro, and public works projects such as sound wall, grading, CIDH pile, electrical conduits, barrier, DTi washers, sign trusses framings, bridge, concrete placement, reinforcing steel bars welding, light rail underground, aerial, and At Grade stations, utility relocation, storm drain, sanitary sewer, CSM soldier piles, catch basin, curb and gutter, driveway, sidewalk, PCC concrete and asphalt pavement, traffic signal and street light foundations, and so on. His experience provides him a knowledge of Caltrans and Appendix A Codes, Green Book, LA City standard plans, APWA standard plans, CBC codes, and all welding, concrete and masonry codes. Mr. Tran have continuously demonstrated the ability to manage and inspect a construction project so that it is completed safely, efficiently, on schedule, and in accordance with the plans and specifications. He has built a reputation for excellence in the field of related services.

Education/Credentials:

Don Bosco Colleg
Santiago Canyon College
Twining Laboratories in house training
Inspection Dynamics
Contractor's License Exam Center

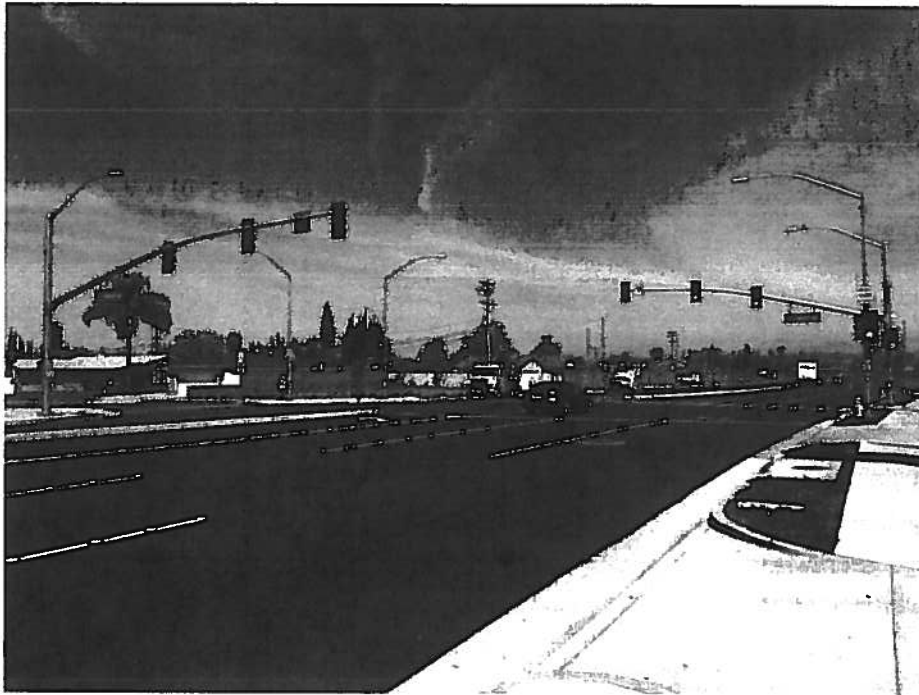
Professional Registrations

ICC- Structural Steel Welding
ICC- Reinforced Concrete
ICC- Reinforced Masonry
ACI- Concrete Field Technician Grade 1
AWS- Certified Welding Inspector

Years of Experience:

20

SECTION 6: PROJECT PROFILES



BROOKHURST STREET IMPROVEMENTS FROM KATELLA AVENUE TO BALL ROAD ANAHEIM, CA

KOA provided project management, construction management, and inspection for the reconstruction and widening of Brookhurst Street with the construction of two additional travel lanes and class 2 bikeways. The work on this major Anaheim trunk road included the reconstruction of large sections of the road; the upgrade of an "at-grade" rail crossing; **the reconstruction of the Cerritos Intersection, with new traffic signals;** new street lights; new raised landscaped medians; and extensive parkways. The widening also required storm drain and sewer improvements and the construction of storm water infiltration bio-swales. New sidewalks, curbs and gutters, sound walls, driveways and trails were also project elements. The project improved traffic flow and safety through this segment of Brookhurst Street, and provided for project features to improve storm water runoff quality through infiltration and percolation. This project consisted of roadway widening and paving, sidewalks, curbs and gutters, sound walls, driveways, drainage improvements, **traffic signal improvements**, landscaping and irrigation, and utility improvements.

CLIENT NAME
City of Anaheim
200 S Anaheim Blvd, Suite 276,
Anaheim, CA 92805

REFERENCE
Joanne Wu
Senior Engineer
200 S Anaheim Blvd, Suite 276,
Anaheim, CA 92805
(714) 765-4922
jwu@anaheim.net

YEAR
2013 - 2018

CONTRACT
\$8,000,000

CONSULTANT COST
\$280,000

STAFF
Alan Braatvedt, Construction
Manager
Lea Reis, Construction Manager
Karina Winje, PM



BALL ROAD & SUNKIST STREET INTERSECTION WIDENING PROJECT ANAHEIM, CA

KOA provided project management, construction management, and inspection for the reconstruction and widening of Ball Road and Sunkist Street with the construction of two additional turn lanes and pavement rehabilitation. The work on these arterial streets included the reconstruction of damaged pavement, curb, gutter, and sidewalks, driveways, curb ramps, **traffic signals**, street lighting, landscape and irrigation remediation, telecommunications, electrical, and other utilities, and extensive phasing and coordination with the adjoining commercial properties.

CLIENT NAME
City of Anaheim
200 S Anaheim Blvd, Suite 276,
Anaheim, CA 92805

REFERENCE
Joanne Wu
Senior Engineer
200 S Anaheim Blvd, Suite 276,
Anaheim, CA 92805
(714) 765-4922
jwu@anaheim.net

YEAR
2017-2018

CONTRACT
\$4,200,000

STAFF
Chuck Stephan, P.E.
Lea Reis, Construction Manager
Karina Winje, PM
Tom Clark, Inspector/CM

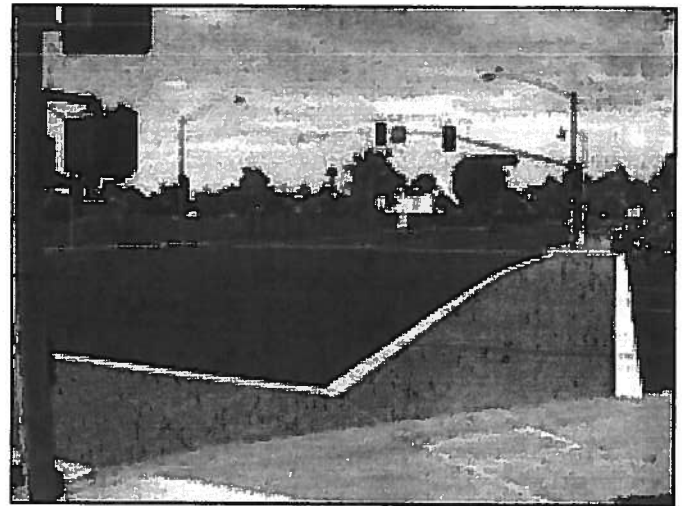
HARBOR BLVD & LA HABRA BLVD IMPROVEMENT PROJECT LA HABRA, CA

This federally-funded STPL project rehabilitated one mile of Harbor Blvd from Lambert Rd to Whittier Blvd, and improved the intersection at La Habra Blvd by widening the street and installing additional right and left turn lanes. This project was constructed in conjunction with a Rule 20 utility undergrounding project, and commercial improvements at adjoining properties. Work included storm drain box culvert; storm drains; curb, gutter, sidewalks, driveways; water pipelines, meter and fire hydrant relocations; bore casing under railroad right-of-way; **traffic signals**; pavement construction and asphalt rubber hot mix overlay. KOA prepared plans, specifications and cost estimates; performed construction management and observation.

Reference: Christopher L. Johansen, P.E.

City Engineer

(562) 905-9720

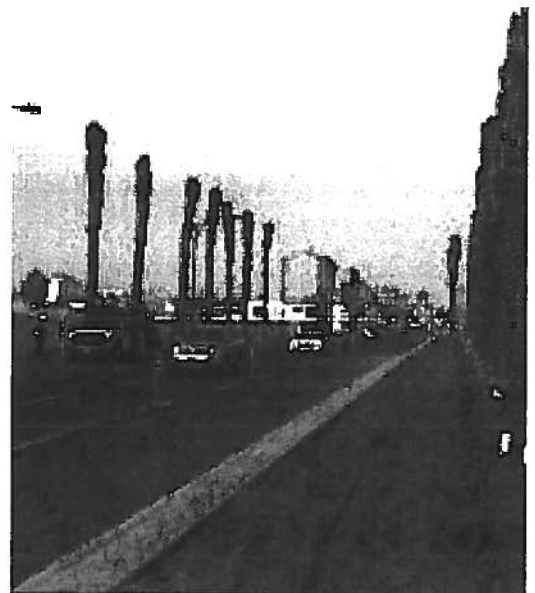


KATELLA AVENUE WIDENING PROJECT, LEWIS ST TO STATE COLLEGE ANAHEIM, CA

This project for the City of Anaheim involved the widening/improvement of Katella Ave, a major arterial road connecting Angel Stadium, Honda Center, Disneyland and Convention Center. **The project included major upgrades to two signalized intersections**, a new CMS Sign, widening, additional lanes and turn pockets, landscaped medians and lighting. Extensive utility relocation was required as part of this project as well as the reconstruction of a large portion of the street and an overlay of the full project area. This was a major beautification project in the platinum triangle, which required the planting of 180 full sized palm trees with up-lighting.

Reference: Joanne Wu, P.E.

(714)765-5100



Twintree Lane and Haster Street Sewer Improvements, Garden Grove, CA

KOA provided construction management and construction inspection services for the City of Garden Grove. Scope of work included: Installation of 667' of 8" Vitrified Clay Pipe (VCP), 2066' of 10" VCP, 1428' of 15" VCP sewer mainline; installation of 40' of 8" & 16" PVC-900 sewer line; installation of 120' of 16" PVC water lines; and installation 16 new manholes, demolition of 17 existing manholes. Removal of 2217' of existing sewer lines, abandon 2012' of existing sewer lines. Reconstruction and reconnecting 60 sewer house connections. Trench pavement restoration, traffic restriping, replacement of traffic loop detectors and installation of raised pavement markers and appurtenant work.



Lenore Ave/Lampson Ave Sewer Improvements, Garden Grove, CA

Construction Inspector. Mr. Card provided inspection services for the replacement of approximately 7,500 lineal feet of existing 10", 12" and 15" diameter VCP, including manholes and appurtenances. The work included inspection of traffic control, including major street closures, by-passing of existing sewerage flows, connection to existing house laterals, backfill, compaction and coordination with outside survey engineering and soils testing, temporary and permanent paving operations.

Harbor Boulevard Street Improvement Project, Garden Grove

KOA is currently providing full-time construction observation for the Harbor Blvd. Street Improvement Project, which extends the Disney/ Convention Center resort streetscape into Garden Grove to incorporate the new Great Wolf resort in the City. The main components of the project includes removal and replacement of failed sections of the road and grind and cap the entire project; the installation of landscaped median; new sidewalk and the upgrading of sewer lines. The work required public relation efforts, coordinating and with agencies, stakeholders and utility companies.





**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION FOR
MONROVIA NURSERY TRACTS 66608 & 66609 GRADING AND
INFRASTRUCTURE CONSTRUCTION
GLENDDORA, CA**

KOA provided Construction Management and inspection services to the City of Glendora for this grading, infrastructure, and street improvement tract development project. The project consists of two large single family tracts (#66608 & 66609) that were formerly the site of the Monrovia Nursery. City Ventures was the original developer and has since sold the project to William Lyon Homes. The project consists of demolition and arsenic soil remediation of the original site, mass grading, sewer, water, storm drain systems, tie-in to the existing Covina Canal Channel, **traffic signals**, street lighting system, dry utilities, Rule 20 backbone system, drainage and concrete v-ditches, retaining and garden walls, street improvements, parksites, lighting, and landscaping. The project is in a very sensitive neighborhood and required public outreach / awareness.

CLIENT NAME
City of Glendora
116 E. Foothill Blvd
Glendora CA 91741

REFERENCE
Dave Davies
Director of Public Works
(626)914-8246
ddavies@cityofglendora.org

YEAR
2017

CONSTRUCTION COST
\$5,929,000

STAFF
Kevin Higgins
Chuck Stephan
Jim Sotelo



CLIENT NAME

City of South El Monte
1415 Santa Anita Avenue
South El Monte CA 91733

REFERENCE

Arjan Idnani
Sr. Project Engineer
(626) 780-8154

YEAR

2017

CONSTRUCTION COST

\$1,397,000

STAFF

Kevin Higgins
Alan Braatvedt
Crispen Cole, QSP

**INSPECTION SERVICES FOR THE DURFEE AVENUE STREET AND
MEDIAN IMPROVEMENT PROJECT
SOUTH EL MONTE, CA**

KOA provided inspection services for this project that consisted of 28,310 square feet of cold milling of existing asphalt and the installation of 1,080 tons of 2" thick ARHM overlay, (8) parkway drains, 159,000 square feet of crack sealing and slurry seal, the removals and replacements of existing concrete improvements; construction of 5,000 square feet of new 4" sidewalk per SPPWC Std. Plan 113-2, 2,400 linear feet of median curb and gutter, (19) handicap ramps, cross gutters, construction of a new median, 1,000 linear feet of depressed curb and gutter for pavers, install 5,570 square feet of pavers, install 2,950 square feet of 6" River Rock Cobble, remove and replace (14) planters including Palms and replace in kind, construct 2,540 linear feet of concrete curb and gutter for planters, monument signs, construct (8) bio-infiltration basins, (8) infiltration catch basins, water line connections and improvements, landscaping and irrigation; **install 400 linear feet of traffic signal conduit, loops, (14) pull boxes; modify (2) traffic signals;** Install (33) new metal posts, (63) signs on metal posts, and (29) signs on existing posts; replace (2) existing steel gates; sandblasting, and any asphalt or street repairs and striping replacement effected during construction as well as a plant establishment period.

STREET IMPROVEMENTS AND TRAFFIC SIGNAL UPGRADE ON CRENSHAW BLVD & 120TH STREET HAWTHORNE, CA

Construction Management & Inspection Services for the **upgrade of traffic signals** at the following intersections: Crenshaw Boulevard / 120th Street, Crenshaw Boulevard / Jack Northrop Avenue, Crenshaw Boulevard / El Segundo Boulevard, Prairie Avenue / 120th Street, 120th Street / Doty Avenue and 120th Street / Van Ness Avenue. In addition to the above work the following sections of street were upgraded: Crenshaw Boulevard between the 105 Freeway and 135th Street and the section of 120th Street between Prairie Avenue and east of Van Ness Avenue. New raised landscaped medians were constructed along Crenshaw Boulevard.



Reference: Arnold Shadbehr, P.E.
Director of Public Works/ City Engineer
(949)768-0731

REALIGNMENT OF WASHINGTON/INCE CULVER CITY, CA

KOA provided design and construction management/inspection services for the realignment of Washington Blvd through Downtown Culver City. The project included the installation of a new storm drain system, the widening of Washington and Ince Blvds, the installation of new utilities in Ince for the future development of Parcel B, **the installation of new signals** and the paving of the streets.

Reference: Lee Torres, Project Manager/Associate Engineer, (310) 253-5623, City of Culver City



ROSECRANS AVENUE/AVIATION BOULEVARD INTERSECTION IMPROVEMENTS, HAWTHORNE, CA

This project involved the widening of Rosecrans Ave in the EB and WB directions. Additional lanes were also built along the NB and SB directions of Aviation Blvd. The work consisted of excavation and removal of existing pavement, concrete and asphalt paving, construction of curb and gutter, sidewalks, driveways, retaining walls, sound walls, storm drain RCP & RCB structures, and street lighting. The project also involved **traffic signal modifications at four intersections, new traffic signal controllers, installation of interconnect conduit, synchronizing of signals**, traffic striping, adjustment of existing u/g utilities, undergrounding of overhead utilities and landscaping.

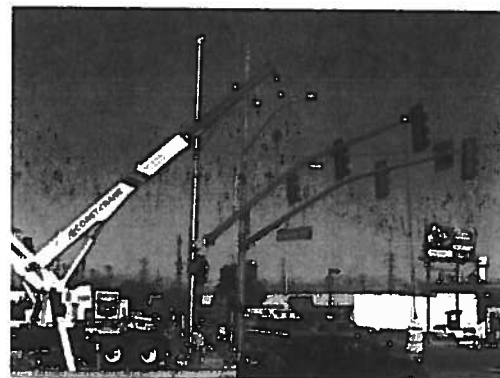
Reference: Akbar Farokhi, Senior Engineer, City of Hawthorne, (310) 349-2983



KRAEMER & LA PALMA INTERSECTION IMPROVEMENTS ANAHEIM, CA

The project reconstructed and widened the very busy Kraemer / La Palma intersection, extending south of the intersection to the 91-Freeway. The work included extensive **traffic signal up-grades**, widening of roads, beautification and the construction of a new retaining wall in Caltrans right-of-way. The retaining wall is a 400'-long x 18'-high MSE wall, which was constructed, in part, above the OC Flood Control District channel. The pre-fabricated components of the wall were manufactured off-site with inspection from Caltrans.

Reference: Robert Luciano, Principal Engineer (714)765-5059



SR-91 BRIDGE WIDENING AT EAST STREET ANAHEIM, CA

This project involved the modification to the bridge under the 91 Freeway for the widening of East Street. The work involves the construction of a substantial new drainage system that ties into the OC Flood Control channel and reconstructing all four ramps, street widening and beautification and **reconstructing the signalized intersections**. Extensive coordination with Caltrans Engineering and TMC, OC Public Works and Southern California Edison Transmission and various utility companies was required. Construction Cost \$2,000,000.

Reference: Robert Luciano, Principal Engineer (714)765-5059





KOA REFERENCES

CITY OF LA HABRA

201 E. La Habra Blvd., La Habra, CA 90633-0337
Christopher L. Johansen, City Engineer
(714) 944-2966, email, CJohansen@lahabraca.gov

CITY OF MONTEREY PARK

320 West Newmark Ave, Monterey Park, CA 91754
Rey Alfonso, Public Works Assistant City Engineer
(626) 307-1330, email ralfonso@montereypark.ca.gov

CITY OF GARDEN GROVE

11222 Acacia Parkway, Garden Grove, CA 92840
Mark Uphus, Senior Civil Engineer
(714) 741-5191, email muphus@ci.garden-grove.ca.us

CITY OF RANCHO PALOS VERDES

30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275
Ron Dragoo, Senior Engineer
(310) 377-0360, email RonD@rpvca.gov

CITY OF TORRANCE

20500 Madrona Ave, Torrance CA 90503
Steve Finton, PE, Project Engineer
(310) 781-6900, email SFinton@TorranceCA.gov

AESCO

Hugo Reid Neighborhood Safe Routes to School Improvements | Arcadia, CA

AESCO performed construction materials testing and inspections materials testing and inspection in accordance with the City of Arcadia's QAP and the Plans and Special Provisions Testing during the re-configuration of several intersections within the City of Arcadia. The intersections were: Golden West Avenue and Hugo Reid Drive, Hugo Reid Drive and Corto Road, Hugo Reid Drive and Altura Road, and Sunset Boulevard between Balboa Drive and Portola Drive. The services consisted of inspection and testing of subgrade compaction and the concrete for CMU wall footing, driveway, sidewalk and curb and gutter.

Project Highlights: Construction Inspection and Testing

Start Date: June 2015

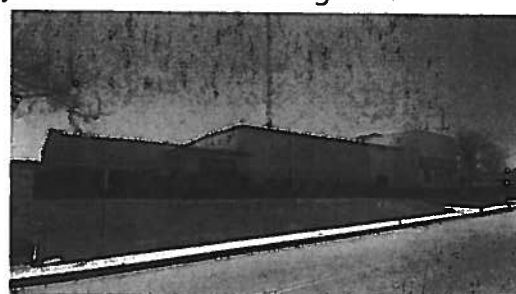
Completion Date: March 2016

Total Cost: \$647,000

Client: City of Arcadia

Role: QC Inspection and Testing

Key Personnel Involved: Adam Chamaa, P.E., G.E., Omar Chamaa, Russell J. Scharlin, P.E., G.E.



Reference

Tim Kelleher, Assistant Engineer | City of Arcadia |

PO Box 60021, Arcadia, CA 91066-6021 | Phone: (626) 574-5479, |E-mail: TKELLEHER@ci.arcadia.ca.us

Maple Bike Trail Safety Enhancements | Santa Ana, CA

AESCO performed construction materials testing and inspections materials testing and inspection in accordance with the City of Santa Ana's QAP and the Plans and Special Provisions Testing during the safety improvements to the Maple Bike Trail within the City of Santa Ana. The improvements were performed at Occidental Street, Saint Andrew Place and Saint Gertrude Place. The services consisted of review of concrete mix designs and asphalt mix designs.

Project Highlights: Review of concrete and asphalt mix designs

Start Date: 2016

Completion Date: 2016

Total Cost: \$380,000

Client: City of Santa Ana

Role: Engineering Review of Mix Designs for Asphalt and Concrete

Key Personnel Involved: Adam Chamaa, P.E., G.E.



Reference

Victor So, Project Coordinator | City of Santa Ana |

20 Civic Center Plaza, Santa Ana, CA 91066-6021 | Phone: (714) 647-5076 |E-mail: vso@santa-ana.org

AESCO

Class II Bike Lane on Newhope Street and First Street | Santa Ana, CA

AESCO performed review of the concrete and asphalt mix designs for construction of the Class II Bike Lanes on Newhope Street and First Street in the City of Santa Ana. The services consisted of review of concrete mix designs and asphalt mix designs and review of the Crushed Miscellaneous Base.

Project Highlights: Review of concrete and asphalt mix designs, Review of Crushed Miscellaneous Base

Start Date: 2015

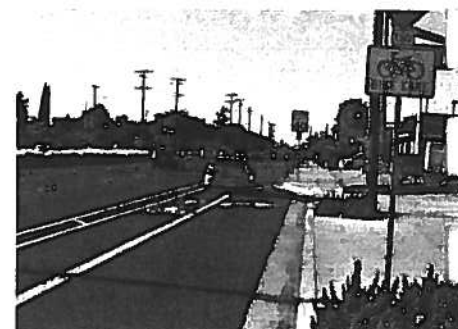
Completion Date: 2015

Total Cost: \$856,000

Client: City of Santa Ana

Role: Engineering Review of Mix Designs for Asphalt, Concrete and CMB

Key Personnel Involved: Adam Chamaa, P.E., G.E.



Reference

Victor So, Project Coordinator | City of Santa Ana |

20 Civic Center Plaza, Santa Ana, CA 91066-6021 | Phone: (714) 647-5076 |E-mail: vso@santa-ana.org

First Street Bridge Replacement | Santa Ana, CA

AESCO performed construction materials testing and inspections for the First Street Bridge. The project included demolition of the existing bridge and construction of a new six-lane bridge to accommodate future traffic volumes, new sidewalk, and crash cushion barrier rails. Testing and inspections were conducted on driven steel H-piles, welding, structural steel, precast concrete, concrete, asphalt, mix designs.

Project Highlights: Construction Inspection and Testing for a Bridge Replacement Project, Concrete and Asphalt Mix Design Review, Monitored installation of Driven H-Piles, Including Welding of Sections, Inspection and Testing for Steel, Welding, Concrete and Bearing Pads

Start Date: June 2011

Completion Date: November 2013

Total Cost: \$7.8M

Client: City of Santa Ana

Role: QC Inspection and Testing

Key Personnel Involved: Adam Chamaa, P.E., G.E., Omar Chamaa



Reference

Tyrone Chesaneck, P.E., Senior Civil Engineer | City of Santa Ana |

20 Civic Center Plaza, Santa Ana, CA 92702 | Phone: (714) 647-5045, |E-mail: tchesaneck@santa-ana.org

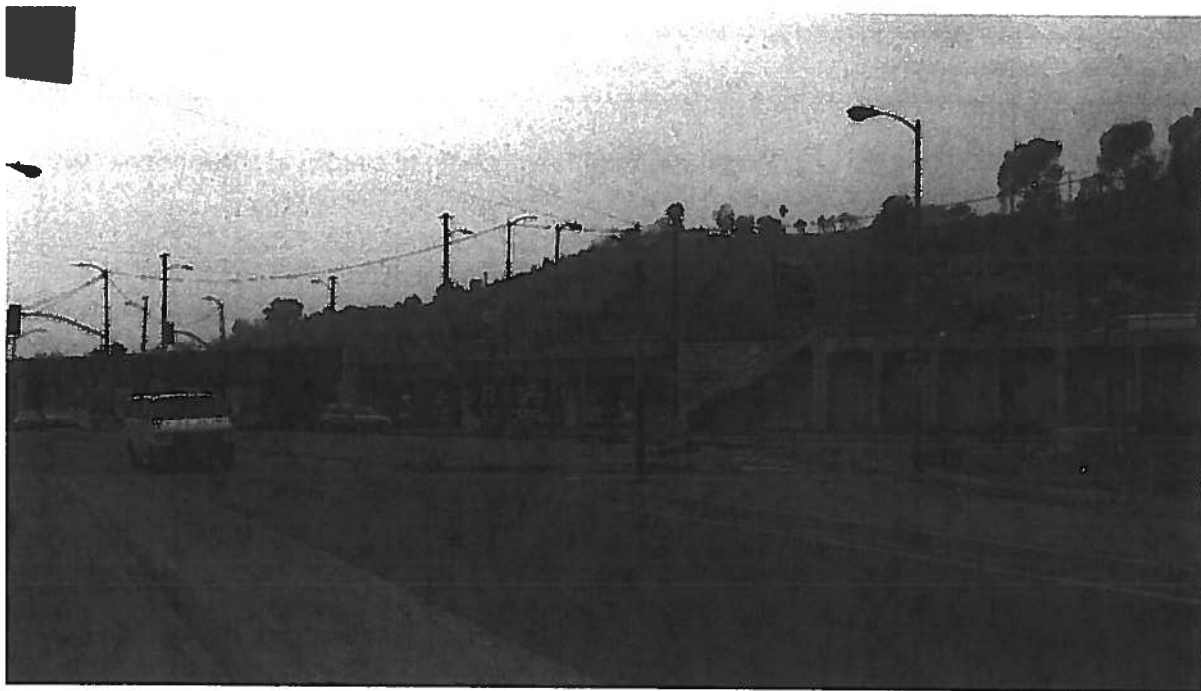
THE ALLIANCE GROUP CONSULTING

Soto Street Bridge over Mission Road, and Huntington Drive Bridge Removal and Street Improvement Project, Los Angeles, CA

This project will remove an existing bridge and construct street and intersection improvements to Soto Street and Huntington Drive. Soto Street Bridge is a 52-foot wide bridge that was constructed in 1963. The existing bridge was approximately 500 feet long with one-lane in each direction and consist of two main spans and fifteen approach spans. The project will remove the existing bridge and reconfigure the alignment of Mission Road, Soto Street, Huntington Drive North and Huntington Drive South with two new signalized intersections. The Alliance Group Consulting (TAGC) is responsible to perform the Design Support during Construction (DSDC) and Site Inspection for the Traffic Control, Traffic Signal, Street Lighting and various components of Civil/Utility design and coordination. TAGC is also responsible for the review and respond to Contractor's Request for Information (RFI) and as needed design modifications.

Reference

Mr. Dung Tran, PE – City of Los Angeles, Bureau of Engineering-Bridge Improvement Division-Project Manager (Dung.d.Tran@lacity.org)
213.485.5046



Soto Bridge Over Mission and Huntington Drive-During Stage 1 Construction



SECTION 7: UNDERSTANDING AND SCOPE OF SERVICES

UNDERSTANDING OF WORK

The City of Garden Grove has been awarded four federal-aid funded Highway Safety Improvement Project (HSIP) grants (One project from HSIP Cycle 7, and three from Cycle 8). The City is soliciting construction bids, and plans to utilize a consultant to perform construction inspection services. The City anticipates construction will be completed within 80 working days. As this is a federal-aid project, the City has included a 12% Disadvantaged Business Enterprise (DBE) component for the inspection work.

HSIP Cycle 8

Project ID	Location	Description of Work	Federal Funds
H8-12-006	Intersection of Garden Grove Boulevard and Ninth/Nina Street.	Install protected left-turn phasing to east/west approaches and install secondary traffic signal heads to east/west approaches to provide safe stopping space for vehicles crossing intersection.	\$194,000
H8-12-007	Intersection of Magnolia Street and Orangewood Avenue.	Install protected left-turn phasing.	\$217,000
H8-12-008	Ninety-nine (99) signalized intersections citywide.	Install 612 pedestrian countdown signal heads.	\$202,000

HSIP Cycle 7

Intersection of Haster Street and Lampson Ave	Provide protected left-turn phase	No	\$ 220,000	\$ 220,000
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Proposed work will include protected left turn phasing traffic signal modifications at three intersections, and installation of 612 pedestrian countdown signal heads at 99 signalized locations.

Haster St & Lampson Ave

All new traffic signal system including 8 poles, video detection, controller and cabinet, fiberoptic cables and Ethernet switch, ped buttons, pull boxes, street name signs, ped heads, striping, signing, and curb ramps.

Garden Grove Blvd & Nith/Nina St

All new traffic signal system including 8 poles, video detection, controller and cabinet, fiberoptic cables and Ethernet switch, ped buttons, pull boxes, street name signs, ped heads, striping, signing, sidewalk and curb ramps.

Magnolia St & Orangewood Ave

All new traffic signal system including 8 poles, video detection, controller and cabinet, fiberoptic cables and Ethernet switch, ped buttons, pull boxes, street name signs, ped heads, striping, signing, and curb ramps.

The City anticipates construction will be completed within 80 working days, from July to November, 2018. It is expected that there will be varying times requiring inspection services, with some slack days during construction operations. The City has provided for a 1 year agreement period, with a total inspection



budget amount of \$83,000. The specific amounts are:

Traffic signal at Haster St & Lampson Ave, HSIPL-5328(078)	\$20,000
Traffic signal at Garden Grove Blvd & Nith/Nina St, HSIPL-5328(080)	\$18,000
Traffic signal at Magnolia St & Orangewood Ave, HSIPL-5328(081)	\$19,000
Install 612 Ped Heads at 99 locations	\$26,000

The selected Inspection consultant will perform construction inspection services and provide documentation in accordance with Caltrans and federal-aid (FHWA) guidelines. Special inspection services may be necessary for rebar and concrete placement. We have provided optional services for material testing and certification services.

SCOPE OF SERVICES

KOA Corporation will provide professional construction inspection services for the construction of traffic signal improvements and installation of countdown ped heads. We will provide assistance to the City throughout the construction phase. Work may include construction inspection, special inspections, material testing, employee interviews, submittal review, and other services on behalf of the City. Work and documentation will be in support of fulfilling federal-aid requirements.

KOA will provide construction inspection services for traffic signal construction activities as directed by the City. Construction activities may include:

- Traffic signal poles and foundations
- Conduit and conductors
- Pull boxes
- Installation of countdown ped heads
- Compliance with permit conditions
- Curb ramps

Construction Inspection services will be conducted as directed by the City, and is expected to include the following tasks:

Daily Inspection Reports: Reports will be completed in compliance with Caltrans and federal-aid requirements. Reports will include labor, equipment, materials, work conducted, issues/ problems/ resolutions, and weather. The inspector will record incidents such as accidents, damage to infrastructure, and unforeseen conditions. Reports will be collected daily, and transmitted to the City weekly. Disputes and claims will be recorded and transmitted to the City. Steel will be verified in compliance with federal-aid "Buy America" provisions.

The services for construction inspection shall implement project controls in accordance with the relevant standards and specifications, including the:

- Permit Conditions
- Standard Plans and Specifications for Public Works Construction, including all supplements
- Engineered plans and specifications



- California Manual of Uniform Traffic Control Devices (MUTCD) and WATCH manual
- Standard Specifications of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.
- Standard Plans of the Department of Transportation, State of California (Caltrans), Latest Edition, including all supplements.

Daily Construction Site Monitoring: The inspector will monitor work site condition, safety, traffic control (MUTCD and WATCH manual), BMP's, and staging. The contractor will be confronted and shall correct unacceptable work, practices and unsafe conditions. The inspector will study and become knowledgeable on the construction documents, and interpret and implement the provisions of the contract documents, soils reports, survey data, Caltrans Standard Specifications, APWA "Green Book" and the City of Garden Grove Municipal Code. The inspector will serve as the City's representative and liaison to the contractor and his staff. The inspector will communicate with staff for problems and issues that arise, and those needing resolution, especially in an urgent situation. We will confirm that work meets contract requirements. Unacceptable or rejected work shall be reported to the Contractor and the City. Work will be performed in a cost-effective manner, and in the interest of the City.

Utility Coordination: KOA will ensure that utility coordination is performed by the general contractor throughout the construction phase of the project.

Photographic Record: KOA will make a photograph record of the project site before, during, and after completion of construction.

Material Certificates: The inspector will receive, review, approve and file material certifications (i.e. load tickets), for delivered construction materials, including traffic signal hardware, PCC, asphalt, and aggregates.

Extra Work: In the event of Contractor claims for Extra Work, KOA will receive such documents and transmit to the City for direction. For Force Account work the inspector will verify, document time and materials, equipment, and quantities, and sign daily reports. KOA will assist the City in any Extra Work and Change Order negotiations.

Special Inspection: KOA will coordinate with TAGC (our DBE consultant) as needed to provide inspection of rebar placement, concrete placement and preparation, and traffic signal control equipment as needed.

Material Testing: KOA will coordinate with AESCO (DBE consultant), for optional as-needed material sampling, testing, and soil compaction services. Expected work will include PCC sampling and strength testing, subgrade and base compaction.

Employee Interviews: Contractor employees will be interviewed in compliance with federal-aid requirements.

Labor Compliance: KOA will compare employee stated wages against Certified Payroll reports and



State and Federal Prevailing Wage rates to affirm compliance. KOA will perform labor interviews with construction laborers (typical one from each trade per month minimum). We will verify compliance with state and federal wage rate requirements. KOA can review submitted Certified Payroll statements as well.

KOA performs its own labor compliance reviews with our own staff. We ourselves are registered with the state of California Department of Industrial Relations as a general contractor providing Building/Construction Inspector services, and we are subject to the same state and federal prevailing wage law requirements as any other contractor who will be working with the projects anticipated in this project assignment. KOA has provided labor compliance for all of our public works projects where we were required to do so, with tasks including conformance to prevailing wage rate requirements; apprenticeship programs; notifying and tracking corrective actions; verifying required postings, conducting employee interviews, verifying final compliance, and submittal of final report/resolutions to the client.

Submittals and Shop Drawings: KOA will receive, transmit to the City, and provide recommendation on shop drawings and submittals. However, we should note that the responsible engineer and City will need to make determinations as to a design and engineering nature. KOA will facilitate this process.

Construction Meetings: KOA staff will attend construction meetings as needed.

KOA will review the Contractor's payment requests and verify quantities of completed work for progress payments to the Contractor.

Closeout and Punchlist: KOA will conduct a final walkthrough inspection, develop "punchlists" of incomplete work, and follow up until all work is complete and corrected. A final inspection and recommendation of completion will be provided to the City. All files will be populated, completed, and transmitted to the City for their files and approval.

As-Built Plan: KOA will verify that the Contractor's "As-Built" plan is current and correct, and at least a monthly basis.

DELIVERABLES

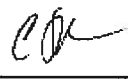
- ✓ Daily Reports
- ✓ Incident Reports
- ✓ Direction to Contractor
- ✓ Material Certificates
- ✓ Quantity Reports
- ✓ Employee Interviews
- ✓ Photographs
- ✓ Extra Work/ Time and Materials Records
- ✓ Special Inspection Reports



SECTION 8: 10-Q FORMS

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____			
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
12. Amount of Payment (check all that apply) \$ NONE <input type="checkbox"/> actual <input type="checkbox"/> planned			14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
			Signature: 		
			Print Name: <u>Charles Stephan</u>		
			Title: <u>Vice President</u>		
			Telephone No.: <u>310.525.0678</u> Date: <u>5/7/2018</u>		

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THE ALLIANCE GROUP CONSULTING

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<input checked="" type="checkbox"/> a. bid/offer application b. initial award c. post-award		<input checked="" type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
<input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____ if known		KOA Corporation 2141 W. Orangewood Ave, Orange, CA 92868 Congressional District, if known			
6. Federal Department/Agency:		7. Federal Program Name/Description:			
		CFDA Number, if applicable _____			
8. Federal Action Number, if known:		9. Award Amount, if known:			
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)		11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)			
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)		14. Type of Payment (check all that apply)			
\$ TBD <input type="checkbox"/> actual <input type="checkbox"/> planned		<input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____			
13. Form of Payment (check all that apply):					
<input type="checkbox"/> a. cash <input checked="" type="checkbox"/> b. in-kind; specify: nature TBD Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:					
Traffic Signal Inspection Services (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
		Signature: <u>Ray Wang</u>			
		Print Name: <u>Ray Wang</u>			
		Title: <u>Principal / Sr. Project Manager</u>			
		Telephone No.: <u>213-505-4324</u> Date: <u>5/3/2018</u>			
		Authorized for Local Reproduction			
		Standard Form - LLL			

Federal Use Only:



AESCO

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ (CONSULTAN <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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<div style="display: flex; justify-content: space-between;"><div>Signature: _____</div><div>Print Name: <u>Kay Alabed</u></div></div> <div style="display: flex; justify-content: space-between;"><div>Title: <u>President</u></div><div>Telephone No.: <u>714-375-3830</u> Date: <u>5/7/2018</u></div></div>		
Authorized for Local Reproduction		



SECTION 9: COST PROPOSAL

The cost proposal has been submitted in a separate sealed envelope in accordance with the RFP instructions.



APPENDIX A: DETAILED RESUMES OF KEY PERSONNEL

CHUCK STEPHAN, PE, LEED® AP

PRINCIPAL-IN-CHARGE / PRINCIPAL ENGINEER / PROJECT MANAGER

Mr. Stephan has 34 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines.

Mr. Stephan:

- Specializes in Project Management, Civil Engineering Design, and Construction Management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.
- Provides staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills.
- Manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

Los Angeles River Bikeway Feasibility Study, Los Angeles County Metropolitan Transportation Authority (Metro), Los Angeles, CA

Project Engineer. Mr. Stephan conducted a field review for a bikeway feasibility study along an 8-mile segment of the Los Angeles River channel near downtown Los Angeles and the City of Vernon. This segment runs between the confluence of the Arroyo Seco near the 110 Freeway bridge and Atlantic Boulevard and, due to confined rights-of-way and vertical channel walls, represents a formidable barrier to a future bikeway that will eventually run alongside the entire 52-mile extent of the river. Alternatives analyzed included routes along the channel bottom, mounted on the channel walls, on aerial structures, and on adjacent roadways. Due to the inaccessibility of some of the project sites, he provided aerial drone photography for the field work. The study was conducted for the Los Angeles County Metropolitan Transportation Authority.

Engineering Services, Program Management, Project Management, Design, and Construction Management, La Habra, CA

EDUCATION

BS, Agricultural Engineering,
California Polytechnic State
University, San Luis Obispo, CA
(1982)

REGISTRATIONS

Professional Engineer (Civil), CA
#C50481 (1993)

Professional Engineer (Civil), OR
#1872PE (1995)

Professional Engineer (Civil), HI
#PE-8432(CE) (1996)

LEED® Accredited Professional
(2007)

YEAR ENTERED PROFESSION
1982

PROFESSIONAL AFFILIATIONS
American Public Works Association

American Society of Civil Engineers



For more than ten years, Mr. Stephan has provided engineering services to the City of La Habra Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. These projects and services have included annual pavement rehabilitation projects, annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, intersection improvements with federal-aid funding, pedestrian facilities (curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding, alley reconstruction with CDBG funding, plan checking, bid assistance, federal-aid reimbursements, park facility ADA improvements, athletic fields, survey staking, and storm drain improvements

Transit Mall Improvements, Long Beach, CA

Civil Designer. KOA provided civil and traffic engineering design services to Long Beach Transit. The goals of the Transit Mall Improvement Project were to replace the existing bus shelters and informational kiosks, create and enhance safe waiting areas, provide full ADA compliance, and improve transit information displays to visually promote public bus transportation and connections with regional bus and light rail service. KOA prepared lighting, drainage, and sidewalk improvement plans, specifications and cost estimates, mobilized a structural engineer to design the new bus stop structure, and conducted a transit operations analysis to make recommendations on transit stop locations and to analyze bus routes and pedestrian connections during the construction phase. Long Beach Transit Mall was awarded ENR Project of the Year for 2011.

190th Street Reconstruction Project, Torrance, CA

Project Manager. Mr. Stephan guided the design and construction of this Federally Funded \$4.5 million project in accordance with Caltrans Local Programs Procedures, including pavement rehabilitation marking and striping, median landscaping, sidewalk widening, signage, and water improvements.

City of Los Angeles Warner Center Transit Hub, Los Angeles, CA

Project Design Engineer. Mr. Stephan provided the lead design of the Warner Center Transit Hub project. The transit hub project will change a two-block portion of Owensmouth Avenue into a major transit (bus) interchange area. It includes reconstruction of the entire area, incorporating larger pedestrian and sidewalk spaces, landscaping, decorative concrete, and unique art and architectural features

Off-Site Pedestrian and Traffic Improvements, Culver City Redevelopment Agency, Culver City, CA

Design Engineer. This improvement project included new sidewalks, ADA compliant ramps, landscape median islands, new traffic signals, relocating utilities, repaving sidewalk enhancements, curb extensions, new crosswalks, traffic calming measures, and NTMP work in the neighborhood.

City of La Cañada Sidewalk and ADA Curb Access Ramp Improvements, La Cañada Flintridge, CA

Project Manager/Design Engineer/Construction Manager. Mr. Stephan provided project management, design, and construction management for various sidewalk and ADA improvement projects in the City of La Cañada Flintridge.

Community Redevelopment Agency of Los Angeles sidewalk and ADA curb access ramp improvements Los Angeles, CA

Project Manager/Design Engineer/Construction Manager. Mr. Stephan provided project management, design, and construction management for various sidewalk and ADA improvement projects:

Sidewalk Repair and ADA Ramp Project, La Habra, CA

Project Engineer/Project Manager/Design Engineer/Construction Manager. Mr. Stephan provided services for the construction and design of this sidewalk repair and ADA curb access ramp project. Construction Cost \$100,000.



Lambert Rd/Hacienda Rd Rehabilitation and Waterline Replacement Project, La Habra, CA

Project Manager/Construction Manager. Mr. Stephan provided project engineering/construction management for Caltrans funded arterial rehabilitation of Lambert Road and Hacienda Road, and replacement of water pipelines in the City of La Habra, including ARHM pavement Construction Cost \$2,000,000.

Lambert Road Sidewalk Gap Closure Project Phases 1 and 2

Lambert Road and Beach Boulevard Intersection Improvement Project, La Habra, CA

Project Engineer. Mr. Stephan provided project and construction management services for the Lambert Road Gap Closure project which filled missing gaps and completed the sidewalk system along both sides of Lambert Road across the entire City. The project also reconstructed the Lambert Road and Beach Boulevard intersection with new signals right turn lanes, and pavement rehabilitation within the Caltrans ROW. This project also included 15' retaining walls, right of way acquisition, curb & gutter, sidewalk, ADA improvements, utility pole relocation, railroad coordination, and landscape restoration in various locations. The project was partially funded with Safe Route to School and STPL funds administered through Caltrans. Construction Cost \$4,000,000.

Flint Canyon Trail Restoration, La Cañada Flintridge, CA

Project Manager/Design Engineer. Mr. Stephan provided design, and construction support for various park improvements for this city recreation and equestrian trail stabilization project. The City desired to repair an existing recreational trail in Flint Canyon which is constructed on a steep slope above a creek channel, and below the adjacent 210 freeway. The slope experienced continual erosion, which resulted in narrow trail sections and vertical slopes. Permanent repair was recommended for long-term stability of the slope; however required significant time to coordinate with various agencies and permitting processes, and costs for implementation. Also, the Army Corps of Engineers studied the region, inclusive of Flint Canyon, for long-term restoration projects. Meanwhile, the City desired to pursue short term repair to stabilize the upper portion of the slope. KOA provided services from project concept to completion and maintenance services thereafter. Construction contract documents for the proposed work, consisting of plans, specifications, and engineer's estimate of construction cost, Caltrans Coordination, Construction Bid Support, RFI Coordination/Submittal Review, Preconstruction Meeting attendance/support, and Construction Support.

Bridge Repair and Inspection Project, La Habra, CA

Project Engineer. Mr. Stephan provided project engineering for structural investigation and repairs to existing bridge structures in the City of La Habra.



SCOTT VOIGT
CONSTRUCTION MANAGER

PROFESSIONAL EXPERIENCE

Mr. Scott Voigt has 18 years of experience in the field of traffic engineering design and construction management/support. His skills include traffic signals (new signals and modifications), lighting (street, pedestrian, bridge, safety), traffic signal synchronization, traffic signal interconnect, striping, signing, traffic control, civil plans and profiles, utility profiles, storm drains, sewers, water, roundabouts, traffic circles, and street widening. He is savvy in the use of AutoCAD and MicroStation drafting tools, but is also knowledgeable in the Synchro and Adobe Illustrator software programs. Mr. Voigt leads all capital improvement project work undertaken by KOA's Orange County office.

PROJECT EXPERIENCE

City of Palm Springs Ramon Road Bridge Widening PS&E (Federal-aid)

Mr. Voigt provided the City with final design and construction support services related to the Ramon Road Widening (San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge Widening), (City Project #08-25), Federal Aid Project No. BHLS 5282(040). The intent of this project was to widen Ramon Road to its 6-lane divided arterial roadway cross-section, including widening of the existing Ramon Road Bridge (State Bridge No. 56C-0287), and additional turning lanes at key intersections. The scope of work included signal plans for Ramon Road at Landau Boulevard, Ramon Road at Crossley Road and Ramon Road at San Luis Rey Drive.

City of Palm Springs Vista Chino PS&E (Federal-aid)

Mr. Voigt provided the City with final design phase services and construction support related to the Vista Chino Low Water Crossing Replacement (New Bridge) at the Whitewater River, (City Project #10-10), Federal Aid Project No. BR-NBIL(513) (hereinafter the "Project"). The intent of this project is to replace the existing 4-lane Vista Chino low-water crossing over the Whitewater River channel with an all-weather crossing consisting of a bridge spanning across the channel. The scope of work generally includes all professional engineering services associated with completion of the Plans, Specifications and Estimates ("PS&E"), Right-of-Way Appraisal and Acquisition, Utility Relocation Coordination, and provides engineering design support during the Construction Phase. The preparation of the contract documents shall comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain project approvals from various regulatory agencies.

OCTA Rose Drive/Tustin Avenue Grade Separation, Placentia/Anaheim, CA

As part of a larger consultant team, Mr. Voigt provided traffic engineering and planning work for the project. KOA prepared a traffic study to analyze the feasibility of constructing a grade separation for Rose Drive/Tustin Avenue at Orangethorpe Avenue and the BNSF Railroad. The study analyzed expected traffic conditions for four alternative grade separation geometrics to determine which configuration would most effectively meet future traffic demands. Level of service, delay, and queue length by movement were analyzed for more than 15 intersections in the immediate project vicinity. Mr. Voigt assisted in the refinement of several traffic engineering considerations for each of the alternative geometrics. Mr. Voigt prepared construction-area traffic control plans for staged roadway widening and bridge construction and conducted a field review of utilities for potholing. Mr. Voigt provided street lighting plans,

EDUCATION

BS Coursework, Construction Management, ITT Technical Institute, Orange (projected 2017 graduation prior to school closure)
AS, Drafting, ITT Technical Institute, San Diego (2002)

YEAR ENTERED PROFESSION
2000

YEAR STARTED WITH FIRM
2005

CERTIFICATIONS
Autodesk Update
MUTCD Workshop

KEY QUALIFICATIONS
Civil Design
Construction Management
Construction Support
Computer-aided Drafting
Drafting
Utility and Railroad Coordination
Signal Synchronization
AutoCAD

signing and striping plans, and a traffic signal modification plan to upgrade the entire roadway widening and the grade change area resulting from construction of the overpass.

City of La Mirada Imperial Highway Signal Upgrades Project PS&E

Mr. Voigt managed the signal modifications and improvements for the Imperial Highway Signal Upgrades Project in the city of La Mirada. The project consisted of upgrading all obsolete poles to current Caltrans standards, upgrading pedestrian push buttons and heads to count-down type, upgrading vehicle heads from 8" to 12" LED, upgrading current IISNS signs to new reflectorized street name sign (RSNS), upgrading high pressure sodium safety lighting to LED, and painting existing signal equipment to match existing signal equipment. The project locations were at the intersections of Imperial Highway and La Mirada Boulevard, Imperial Highway and Cordova Road and Imperial Highway and Oxford Drive. Mr. Voigt's role also included overseeing the design plans; creating the project specifications and estimates; and assisting the city of La Mirada with the bid documents, attending the pre-bid meeting, the pre-construction meeting as well as assisting the city with construction management assistance, change orders, and the review of RFI's, submittals and creating As-Built plans.

City of La Mirada La Mirada Boulevard Signal Upgrades Project PS&E

Mr. Voigt managed Capital Improvement Project Number 2015-14 which consisted of signal modifications and improvements for the La Mirada Boulevard Signal Upgrades Project in the city of La Mirada. The project consisted of civil work for the reconfiguration of two existing driveways at the intersection of La Mirada Boulevard and Hutchins Drive and upgrading 9 signals along the La Mirada Boulevard corridor. The upgrades included the removal of all obsolete poles to current Caltrans standards, upgrading pedestrian push buttons and heads to count-down type, upgrading vehicle heads from 8" to 12" LED, upgrading current IISNS signs to new reflectorized street name sign (RSNS), upgrading high pressure sodium safety lighting to LED, and painting existing signal equipment to match existing signal equipment. Mr. Voigt's role also included overseeing the design plans; creating the project specifications and estimates; and assisting the city of La Mirada with the bid documents.

City of Anaheim Various Citywide Traffic Signal Designs

KOA has been retained by the City of Anaheim for the design of traffic signals and modifications for various City capital improvement projects. Tasks have included:

- Tustin Avenue at Pacific Center Traffic Signal Design
- Magnolia Avenue and Winston Street (New Signal)
- Katella Avenue and Harbor Boulevard
- Plan Checking Services

Port of Long Beach South Water Front/Pier J Bike/Pedestrian Path (Federal-aid)

KOA is helping the Port design their first bike path, which will run adjacent to various tourist attractions. A combination of bikeway classes (I, II, and III), innovative bike facilities, landscapes, wayfinding signs, public art/display boards, and three crescent piers will be provided for pedestrians and bicyclists along the south shore ocean front area that includes access to the hotels, the Harbor Light Yacht Club, the Reef Restaurant, Harry Bridges Memorial Park, Catalina Express charter services, the Russian Submarine Scorpion, the RMS Queen Mary, Carnival Cruise Lines terminal, Island Express Helicopters, and the recreational fishing area along the riprap lining the east shoreline of Pier J. KOA managed subconsultants who are performing the structural work and associated architectural, mechanical, electrical, and plumbing for the restroom facility, the cantilevered pier outlook structures, and the retaining walls and performing landscaping and wayfinding services for the project. Mr. Voigt completed field work and plans for signing and striping, lighting, plan and profile for new curb, medians, and retaining walls, and completed utility coordination. He prepared the construction bid document completion schedule, meeting agendas, meeting minutes, and coordinated with the Port of Long Beach and the City of Long Beach. He involved stakeholders affected by the project. Mr. Voigt completed the risk assessment, cost estimates, and technical specifications.



KEVIN HIGGINS
CONSTRUCTION MANAGER

PROFESSIONAL EXPERIENCE

Mr. Higgins has over 20 years of experience in the construction industry that enables him to work independently or under the direction of others. Placing a strong value on teamwork, he has worked closely with engineers, contractors, designers, landscape architects, agency staff, and other inspectors to resolve field issues. Technical knowledge: Municipal projects, roadways and bridges, land development communities, commercial buildings, flood control channels and basins, infrastructure and dry utility systems, and residential housing. In depth knowledge of CALTRANS Standard Plans and Specifications and road, infrastructure, SWPPP construction practices. He has successfully ran large-scale jobs, in excess of \$80 Million, and supervised crews of up to 50 people on over 20 park-sites, 25 roadway widening projects, over 50 land development community infrastructure projects that included LMD, CFD, HOA and public landscaped areas for numerous cities and agencies throughout Southern California.

PROJECT EXPERIENCE

City of West Covina – Orangewood Park Soccer Improvements Project No. SP-16018, West Covina, CA: (May 2016-Oct 2017) Mr. Higgins recently provided Construction Management and Inspection services for this nearly \$4,000,00.00 Soccer park conversion project that consists in general of providing construction management and inspections for the demolition of the existing baseball complex and parking lot, survey, temporary facilities, grading and import fill material, new asphalt parking areas, concrete curb and gutter, various drainage, drain inlets, masonry block walls, poured in place concrete walls, decorative pavers, **concrete and decomposed granite trails**, tubular steel fencing and posts, concrete flatwork, asphalt parking improvements, decomposed granite, playground equipment and amenities, bike racks, trash enclosures and receptacles, BBQ amenities, aluminum bleachers, field turf, landscaping, signage and striping, lighting and electrical, picnic shelters, and a large building that includes concessions, restrooms, lockers, office, and storage areas.

City of Rancho Mirage - Highway 111 Street Rehabilitation from Bob Hope Drive to East City Limit – Project No. C.P. 13-287, Federal Project No. 5412(013). Mr. Higgins is currently wrapping up this project and has been providing Part-Time Construction Management for this project at 16-20 hours per week and approximately for 11 weeks during construction activities based on the 75 CALENDAR day work schedule per the project specifications. Mr. Higgins conducts and attends all project meetings, assists the City with Submittals and RFI's, kick-off meetings, as well as constructability review, RE Reports, coordination with the soils company and project inspector, reviewing quantities and invoices for payment, Caltrans project paperwork per the Local Assistance Procedures Manual for Federally Funded projects, and all close out and final reports. The specific work anticipated for this scope includes the construction of the Highway 111 Street Rehabilitation Cold in Place Recycled Paving and Hot Rubberized Asphalt, and Handicap Ramp Modification and Replacement.

EDUCATION

B.S., Business Management, California State Polytechnic University, 1987

CERTIFICATIONS

Certified Construction Manager
Multiple Management, Project Management, Landscape, and SWPPP Training Courses
24-Hour and 8-Hour Caltrans SWPPP Certified / Construction Certified

Years with Firm: 7

City of Corona – On-Call Construction Management and Inspection Contract 2012 – Present. *Construction Manager* on this ongoing On-Call contract for the City of Corona which has included the City Park Reclaimed Water and Street improvements, Smith Avenue Water Line Project, Rincon Water Line Upgrade and Installation, Palisades Apartment Complex onsite and offsite improvements, Renaissance Tract Development, Encanto Apartment Infrastructure project, Excel Business Park, and other projects since July of 2012. The projects consisted of ductile iron water and sewer lines, underground storage tanks, storm drain systems, cross gutter, curb and gutter and sidewalk improvements, **trails and pocket parks**, trench repair, grind and overlay, street lighting and traffic signals, and other rehabilitation improvements of public and residential streets throughout the City. Mr. Higgins was responsible for reviewing plans and specs, pre-construction meetings, weekly project meetings, providing construction inspectors, approving quantities and invoicing, direct communication with City staff for project details, project documentation and close-out reports.

Mountain View Park – 5 Acre Park Project, City of Rancho Cucamonga, CA (2000-2001): Mr. Higgins provided construction management services for this \$4.5 Million park-site project that consisted of a community baseball / softball field, soccer field, basketball courts, tot lots, restroom building, open fields for activities, shelter structures, exercise stations, trash enclosures, contour grading, storm drain, sewer, water, **nearly a mile of meandering sidewalk trail and bike path**, decorative concrete paver walkways, lighting and parking lot area with ADA signage and ramps, hard-scape and landscaping improvements. Reference: Pat Manfredi, KB Home (951)453-8824

Summit Heights Community 10-Acre Park Project, Fontana, CA: Mr. Higgins provided the Construction Management for the Construction of Summit Heights 10 Acre Park that consisted of a community baseball / softball field, soccer fields, basketball courts, tot lots, restroom building building, **trails**, green belt areas, shelter structures, exercise stations, bar-b-que stands, trash enclosures, storm drain, sewer and water, meandering sidewalks, lighting and parking lot area with ADA with ADA signage and ramps, block walls, wrought iron fencing, hardscapes and landscaping improvements.

University Park Development and Park-sites Project, San Bernardino, CA (2007-2008): Mr. Higgins provided Construction Management services on this \$4 million project and was responsible for plan processing, managing inspections, scheduling, coordinating materials testing, cost control, contracts and change orders and maintained BMPs. Project involved water, hillside grading, storm drain, sewer system, street improvements, 2 park sites (1 acre and 2 acre sites) that included restroom buildings, shade structures, tot lot and playground areas, walls, **trails and sidewalks**, green belt play area, landscape planting and irrigation systems, asphalt parking lots and fire access road, public improvements, roadway expansion improvements, public landscaping areas and slope landscaping, fire systems, weekly and monthly meetings, SWPPP monitoring and maintenance, and permits.

Land Development Infrastructure and Improvement Projects for KB Home Developments in the City of Rancho Cucamonga, CA: (2002-2007) Construction Manager - Responsible for construction management of 6 multi-family development projects in Rancho Cucamonga. Projects involved all infrastructure work including drainage, storm drain, sewer, public/private water systems, traffic signals, six miles of block walls, decorative pavers and concrete, decorative cobble and rock blanket installations, SWPPP inspections and reports, dry utilities including Rule 20 underground, 7 small ½ - 1 acre parks, **connected trail systems**, and all public/private landscaping. Projects and duties included plan review, daily dairies, quantity take-offs, bids, contracting, scheduling, asphalt grinding, paving and concrete inspections, and signage and striping, supervision. Projects also included landscaping work and sound walls for Caltrans along the I-15 Freeway in Rancho Cucamonga and Fontana as well. Project Cost: Averaged \$35.5 Million.



LEA REIS, PE

CONSTRUCTION/ PROJECT MANAGER

Ms. Reis has been working on a variety of projects in the City of Rancho Palos Verdes, Long Beach and Anaheim since joining KOA in 2016, which have included: street rehabilitation; building upgrades; CIPP storm drain lining; ADA compliance; and Park projects. She worked in the City of Torrance Engineering Department for the previous 16-years, where she gained extensive experience on a variety of different projects. Her duties ranged from planning and design to advertising projects for bid, developing budgets, managing construction, contract execution and completion. Her supervision experience includes delegating work to Assistant Engineers, college and high school interns, working with the city inspector and contractors to keep track of construction progress, and keeping track of certified payroll, as well as daily and weekly statements. She also has experience with HTML Programming, GIS, AutoCAD, ESRI ArcMap, Microsoft Suite, and Microsoft Projects.

RELEVANT EXPERIENCE

City of Redondo Beach, Inspection and construction Management Services for Street Rehabilitation:

Construction Manager- Managed construction in coordination with the City of Redondo Beach, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Redondo Beach.

City of Anaheim, Inspection Services for the Brookhurst Widening from I-5 to SR-91 Project:

Construction Manager- Managed construction in coordination with the City of Anaheim, answered Requests for Information, reviewed submittals, created and tracked change orders and construction quantities in coordination with inspector for monthly Progress Payments. Liaison between contractor, Caltrans, and various departments within the City of Anaheim.

Palos Verdes Boulevard Rehabilitation:

Project Manager, responsible for acquiring a design firm through Request for Proposal process. Provided plan review for 30% through the final plans. Advertised the project for bid, and created agenda to award the Construction contract. Construction/Project Manager- Managed construction, answered Requests for Information, reviewed submittals, created change orders and tracked quantities in coordination with inspector for monthly Progress Payments. Liaison between City of Redondo Beach, Caltrans, local HOA, and various departments within the City of Torrance.

EDUCATION

MS, Business Administration,
New York Institute of Technology,
New York, NY

BS, Aerospace Engineering,
University of Southern California,
Los Angeles, CA

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer (Civil), CA
#85395

YEAR ENTERED PROFESSION
1999



City of Torrance, Associate Engineer, Engineering Department, Torrance, CA

Project Engineer for Capital Improvement Projects. Managed projects from design to advertising for bid, to budgets, construction, contract execution and completion. Duties include but are not limited to, procuring consultants, designing and plan checking, Engineering estimating, budget preparation, bid and specification preparation, council agenda preparation and presentation, contract award, construction management, project closeout, and working with representatives for grant funding. As Associate Engineer, she stays informed of Caltrans and Standard Plans for Public Works Construction standards, ADA compliance and standards, MUTCD and other policy or agency requirements. Work on AutoCAD and ArcView to create plans and exhibits.

City of Torrance, Assistant Engineer, Engineering Department, Torrance, CA

Assistant Engineer. Research, design and revise Public Works improvement plans for water and sewer rehabilitations throughout city, under supervision of Licensed Civil Engineer. Prepare traffic control plans. Prepare RFP and agenda items. Work on AutoCAD and ArcView to create plans and exhibits. Created reports for new Permits System; create weekly maps and reports on ARC view for Division Engineer concerning current excavation and construction. Work as Engineering Department Administrator for city website, including HTML programming for Engineering page, and JPEG image downloading. Liaison for pending e-apply process of the Engineering department. Assist with plan checking and cost estimates for sewer, water, storm drain, and petroleum plans and permits. Update base maps on AutoCAD. Prepare Council Agenda and other legal descriptions and documents. Assistance with project management.

City of Torrance, Engineering Tech II, Engineering Department, Torrance, CA

Engineering Tech II. Ms. Reis creates reports for new Permits System; create weekly maps and reports on ARC view for Division Engineer concerning current excavation and construction. Work as Engineering Department Administrator for city website, including HTML programming for Engineering page, and JPEG image downloading. Liaison for pending e-apply process of the Engineering department. Issue permits for all work in public-right-of-way.

City of Torrance, Engineering Tech I, Engineering Department, Torrance, CA

Engineering Tech I. Ms. Reis created reports for new Permits System; create weekly maps and reports on ARC view for Division Engineer concerning current excavation and construction. She developed department manual for all aspects of Engineering Department. Issue permits for all work in public-right-of-way. Assist with plan checking for sewer, water, storm drain, petroleum. AutoCAD experience.

Viagem-Brazilian Luncheonette, CA

Restaurant Designer. Ms. Reis designed and drafted restaurant floor layout for permits and occupancy. She conducted contractor bidding for kitchen construction. Obtained permits required to open restaurant, and continued to maintain quality control to keep the restaurant at an "A" rating.

Successfully Completed Projects

- Historic Pacific Electric Railway- El Prado Bridge Beautification - \$300,000
- Torrance Centennial Park Construction - \$180,000
- CDBG Sidewalk Repair for Handicap Accessibility Project- \$2.5 M

Ms. Reis has played the role of Project Manager on the following projects:

- Eastview Park, Dog Park and Park Improvement- Rancho Palos Verdes, CA- Design and Construction of new Dog Park.
- Brookhurst Street Improvement Project- Anaheim, CA- This project includes street widening and bioswale for storm drain mitigation.
- Pearson Park Recycled Water Tank- Anaheim, CA- New tank to store recycled water.
- Parcel B: Economic Development Division, Culver City, CA – The project included a public plaza, subterranean parking and mixed use development
- Residential Rehabilitation Area 2 and 6, Rancho Palos Verdes (RPV), CA
- Annual project for PCC and AC repair and the resurfacing of roads
- Annual Sidewalk Repair, RPV, CA
- Sunset Room Remodel at Point Vicente Interpretive Center, RPV, CA
- Lower Hesse Park, RPV, CA – Redevelopment of the park to include trails and features
- Ladera Linda Park, RPV, CA - Design of a building repurposing project
- Altamira Canyon, RPV, CA – Project Study Report for a major storm drainage system in the Altamira Canyon
- Annual Fuel Modification Contract, RPV, CA – Fire mitigation program
- Cable Building - IT and telecom upgrades for City Hall, RPV, CA
- Annual Pavement Restriping contract, RPV, CA
- Pavement Management Program, RPV, CA



CRISPEN COLE

SENIOR CONSTRUCTION INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Cole has over 35 years of varied construction and construction inspection experience including bridges, rail, piers, marinas, public facilities, water, sewer, & storm drain lines, and streets and sidewalks. Crispin performed numerous inspection services with KOA for Streets & Sidewalks, and Water & Sewer. In addition, he is our key inspector for Bridge, Rail and Pier projects. Mr. Cole is certified as Competent Person Underground and familiar with pipe-fitting standards.

City of Glendora, Amelia Avenue – Auto Center Drive Water Main Replacement Project, Plan No. 1118, Glendora, CA (2014): Construction Inspector. Mr. Cole recently provided construction inspection services for this project that consisted of approximately 6,500' lineal feet of 8-inch, 14-inch, and 16-inch ductile iron pipe and appurtenances, new services, fire hydrants, and 20 tie-ins to existing water lines. The project construction period is 160 working days and the majority of work associated with this project requires lane closures per the project specifications that are limited to 9:00AM to 3:00PM. Mr. Cole is providing daily construction reports, quality control and inspection services, communicating with the City's Project Manager, overseeing the traffic control and construction activities, monitoring safety and SWPPP BMP's and working with the contractor and soils testing firms to ensure the project is being constructed according to the project plans and specifications.

City of Glendora, Zone 4 Waterline Replacement Project, Plan No. 1080 Glendora, CA (2014-15): Construction Inspector. Mr. Cole is currently providing full-time construction inspection services for this project that consists of approximately 6,120' lineal feet of 8-inch, 10-inch, and 12-inch ductile iron pipe and appurtenances, new services, fire hydrants, and tie-ins to existing water lines. The project construction period is 120 working days and the work involved private easements and a connection to a water tank that was being constructed at the same time. Mr. Cole is providing daily construction reports, quality control and inspection services, communicating with the City's Project Manager, overseeing the traffic control and construction activities, monitoring safety and SWPPP BMP's and working with the contractor and soils testing firms to ensure the project is being constructed according to the project plans and specifications.

City of Garden Grove "On-Call" Contract, Garden Grove, CA: Construction Inspector. Mr. Cole performed public works and private development inspections on various projects for the City. Projects included storm drain, sewer and water replacement and new installations, street improvements, and other projects. Mr. Cole provided daily construction reports, quality control and inspection services, communicating with the City's Project Manager, overseeing the traffic control and construction activities, monitoring safety and SWPPP BMP's and working with the contractor and soils testing firms to ensure the project is being constructed according to the project plans and specifications.

Water Main Installation & Replacement, Manhattan Beach, CA: Construction Inspector. KOA provided Construction Management and Inspection services to the

EDUCATION

American University in Beirut
A.A. Business Administration,
Northern Arizona University
(1975)

CERTIFICATIONS

Qualified SWPPP Practitioner (QSP)
#22536
Certified Erosion, Sediment and
Storm Water Inspector (CESSWI)
#2602
Competent Person Underground
Certified
Years with Firm: 10

City of Manhattan Beach for citywide water line repairs. Mr. Cole was the inspector on the new line water line that was constructed with over 20,000' linear feet of Ductile Iron Pipe. The project involved both mainline and services, fire hydrants, and all appurtenances. Repairs and Installation within the high profile residential district were successfully coordinated in response to resident concerns throughout the area. Cris was responsible for daily inspections, reports, SWPPP compliance, contractor and materials testing coordination, schedule review, attending meetings, pressure testing, bac-T testing oversight, punch lists, and project close out.

San Ramon Storm Drainage System, Rancho Palos Verdes, CA: *Construction Inspector.* This was a major drainage project, which diverted storm water flows, from the San Ramon canyon, through a massive inlet structure being constructed within the canyon. Two 80-inch diversion tunnels and 4,000-feet of thick-walled steel storm drainage pipe to transport storm water through the South Shores landslide, and onto the beach at the toe of the bluffs. Multiple agencies were involved in the project including the City of Los Angeles, the County of LA, Coastal Commission, the Department of Fish and Wildlife, Army Corps of Engineers and Water Quality. Construction Cost \$20,000,000.

Trench Infiltration, Hermosa Beach, CA: *Construction Inspector:* This project installed a diversion structure, pump station, and infiltration field to divert low-flow storm drain system runoff from beach areas to a subsurface percolation field. Construction took place in the developed area around the pier, requiring significant coordination with City staff, lifeguards, and businesses. Permittees included the City, Los Angeles County and the Coastal Commission. The project was financed with ARRA funding. KOA provided construction project management and inspection services, as well as assistance for federal-aid funding requirements and reporting.

Torrance Blvd. Rehabilitation, T-43/44, Torrance, CA: *Construction Observer.* The scope of work consisted of the grinding and removal of existing pavement, concrete and asphalt paving, pavement slurry seal, removal and reconstruction of sections of the street, construction of curb and gutter, sidewalks, driveways, ADA ramps, irrigation and landscaping of existing medians, striping and adjustment of utilities and other work. In addition to the above the project involved the removal and replacement of 50,500 SF of residential sidewalks, and the removal and replacement of cross gutters at 9 intersections.

T1 Vault Upgrade, City of Torrance, CA: *Construction Inspector.* The rehabilitation of the T-1 vault involved the upgrade of the vault structure to comply with the current code for confined space. As part of the project, the roof of the vault was replaced and walls were strengthened. The existing 20" & 12" steel pipes were replaced with new pipes, similar diameters to the existing pipes. The existing four flow meters were replaced with two new flow meters with remote control capabilities.

Sepulveda Boulevard from Hawthorne Blvd to City Limit, Torrance, CA: *Public Works Road Construction, Shawnan Engineering,* Complete removal to depth of 1.3' and reconstruct. Project included new water main, services, and all appurtenances, curb, gutter, turn lanes and signals.

Civic Plaza Park Project Pump Station, City of Fontana, CA: *Project Superintendent/Structural, L.A. Engineering.* Project included architectural curb, gutter, sidewalk, fountains, stamped and colored PCC street intersections and pump station with extensive piping, deep excavation to 30 feet and shoring. The project also required architectural grading to $\pm 0.05'$ and extensive L&I.

Filtration and Aeration Tanks, City of Ontario, CA: *Project Foreman, Schuler Engineering.* Project included the Construction of new additions to the existing facilities without disruption to daily operations.

Pump Stations & Waterworks, Various Locations, CA: *Foreman/Mechanical, Schuler Engineering.* Construction of various water pump stations for IRWD, requiring structural and Mechanical experience in numerous fresh water facilities from Apple Valley to Orange County including DYK structures in Anaheim Hills and Lift station rehabilitation.



GORDON D. ROBERTS

CONSTRUCTION INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Roberts has over 40 years of energetic, reliable strong commitment to professional work ethic, and diverse experience in progressively responsible positions from heavy equipment operator to superintendent to general engineering & building contractor including multiple trade's contractor to project designer and inspector. Years of experience working with a paving and slurry contractor. Mr. Roberts interacts cooperatively at top management levels with input into planning, safety, goal setting, operations, and policy decisions. and building code implementations. Mr. Roberts possesses authoritative knowledge of building codes and regulations, plan reading and interpretation, multiple trades and overall respected construction practices. Mr. Roberts interacts cooperatively with architects, engineers, general contractors, inspectors, other supervisors and the public. Mr. Roberts conveys excellent communication and interpersonal skills; interacts well with widely diverse groups; easily gains confidence and cooperation; additionally, bi-lingual utilization of his construction / conversational Spanish proves a strong field communication asset. Mr. Roberts has managed crews of 30+; stressing quality work and safety. Hired, trained, and developed crews to work independently with continued priority to safety situational awareness. He also speaks Spanish well.

Project Experience

2016-17 CDBG Sidewalk Improvement Project, Corona, CA:

Construction Inspector – Mr. Roberts is currently providing construction inspections on this CDBG Sidewalk rehabilitation project in various areas throughout the City that will be completed by November. Gordon is providing full time inspections for the installation of miscellaneous PCC sidewalk of about 55,000' square feet, approximately 600' Linear feet of curb and gutter, the construction of 8 ADA handicap ramps improvements, and miscellaneous asphalt improvements at various locations throughout the City and any other related work associated with this project. Gordon provided daily inspections and reports, verified quantities, utilized GPS for work locations, coordinated with the contractor and any soils testing, verified labor compliance and tracked all locations in each phase within the project boundaries.

City of Downey, CIP Project No. 17-16 – True Avenue Water System Improvement Project

– *Construction Inspector*: Mr. Roberts provided City Inspection on this water line project that consisted of the rehabilitation and installation of a new 10" and 12" Ductile Iron Water Line mainline and services, fire hydrants, and all appurtenances, concrete improvements and asphalt improvements. He performed Daily Inspections and completed Daily Construction Reports, coordinated with the contractor and engineer, maintained project files and all other related duties.

Los Angeles Pier 400 Project – Army Corp of Engineers 600 Acre Man Made Island & Harbor Depth Extension: Earthwork & Grading Project

EDUCATION:

California State Contractor Trade School & Licensing – General (A)/Engineering (B)/ plus Specialty Trades & Certifications

OPERATING ENGINEERS, LOCAL 12- JOURNEYMAN TRAINING– Certified HAZ-MAT Handling, Safety Management, Equipment Operator for Infrastructure Earthwork, Grade Checking & Plan Take-off, Heavy Equipment Mechanical Repair, Maintenance & Safety Practices.

Trade & College Courses –Drafting & Plan Design, Metallurgy Safety, Welding, Cutting & Compressed Gas Practices, Basic Spanish

Law Enforcement Academy (San Bernardino County) – Level II Reserve Officer Training , Aviation Search & Rescue Volunteer Training

EVOC – Emergency Vehicle Operations Center Instructor Training

Heiser Helicopter Flight School- FAA Rotor Pilot Training

Computer Software- Structure Studios: Vip3D Pool Studio & VizTerra, AutoCad, MS Office Suites, Corridor: Asset Maintenance & Repair Tracking Management.

CERTIFICATIONS:

CSLB License (#301013) 1974 – Present:

- * (A) General Engineering
- * (B) General Building
- * (C-12) Earthwork & Paving
- * (C-21) Building Moving & Demolition
- * (C-27) Landscape
- * (C-42) Sanitation Systems Installation
- * (C-53) Swimming Pool, Spa, Hot Tub & Solar Heating Installation

* (Haz) Hazardous Substance Removal

* (HIC) Home Improvement Certification

* **Sanitation System Inspector & Issue System**

Certifications

* **IUOE – Journeyman Operator – Multitude of Heavy Equipment, ie**

(Graders, Dozers, Excavators, Loaders, Scrapers, Drill Rig & Clamshell)

* **Certified Forklift Operator & Instructor**

* **Certified GPS & Laser Tech – Infrastructure & Earthwork Setting**

* **First Aid & CPR (Current Cert to April 2019)**

* **Fall Protection Safety Practices**

* **Competent Person OSHA**

* **Underground Service Alert**

* **Jobsite Barrier Safety: Run-off & Debris Containment**

* **Traffic Control & Flagger Safety**

* **DMV Class AM1 / TPX License: Passenger/ Dbl/Trpl Trlrs/ Tankers,**

* **FAA Rotor Pilot Flight License (Private) & Aviation Observer**

* **Search & Rescue Team Volunteer Aviation Observer**

* **Certified EVOC Driving Instructor for Volunteers Force –**

(EVOC) Emergency Vehicle Operation Center- SB County Sheriff

* **Firearm Safety Train Tech**

* **Situational Awareness Specialist, Operations & Rescue**

Years with Firm: 2

Contractor & Inspector. Project consisted of dredging the depth of existing harbor sea floor to accommodate entry of super container vessels and create earthen pier. Mr. Roberts was integrally involved in all phases of this multifaceted challenging onsite; offsite compaction project. Mr. Roberts was instrumental in the development and inspection of methods paramount to overcoming the challenges of working with heavy earthmoving equipment in conditions of liquified dredged material to create specified material compaction tolerances over the entire infrastructure pier project. Mr. Roberts supervised & inspected Piling Installations and Support Systems to accommodate installation of multiple High-Lift Container Cranes. Additionally, sustained 100% compliance to protect declared Endangered Species with creative development of Sanctuary Areas throughout on-going project. He maintained Daily Reports, project paperwork, ensured safety and compliance.

Otay Mesa Project – Don Nelson General Contractors - 800 Home Development Project – Multi-Stage Subdivision

Contractor & Inspector: Mr. Roberts supplied under contract Operated Earthmoving Equipment required to perform all aspects of grading plans for roughing in to finish grade specifications for subdivision. Mr. Roberts provided onsite supervision and inspection of each stage of the project's progression through rough grading to finish grading specifications for streets, curb & gutter, utilities, house pads, slopes and infrastructure. Performed in-house inspections to ensure work was properly completed per the project plans and specifications. Worked closely with soils engineers to identify areas requiring special attention to ensure all areas of material would pass within +/- tenth of compaction specifications. Mr. Roberts worked closely with general contractor to develop an overall cost-saving approach to balance the material for each job section. Maintained Daily Reports and project paperwork, ensured safety and traffic control was in place, SWPPP Compliance, coordination, attended meetings and all related duties.

241 Transport Corridor Project (24.5 miles) - Silverado Constructors Roadwork- Rough & Finish Grading – 91 Freeway to Santa Margarita - Heavy Equipment Operations Project Contractor, Supervisor & Inspector.

Mr. Roberts was under contract to supply & maintain 60 units of Operated Earthmoving Equipment (Dozers, Scrapers, Graders, etc) for the duration of two years to complete the earthwork & grading portion of this project. Mr. Roberts was directly involved onsite providing inspections and daily collaboration with Silverado Constructors' Design Team and Inspections to insure compliance with Cal Trans specs and plans under problematic conditions due to pockets of varying problematic ground material conditions (i.e. granite, clay, immense boulders, etc). Mr. Roberts was responsible for the supervision of operators, equipment maintenance, safety meetings, drafting reports in coordination with daily project compaction compliance documentation. Mr. Roberts was also incorporated for inspections of relocation and/or placement of utilities, storm drains with varying pipe up to 7' diameter reducing down to 6" for future connections for sewer and water, bridges & underpass and subgrades.

Ontario Oak Street & Phillips – 60 House Track - Contractor for all phases of Onsite / Offsite Work

Contractor: Mr. Roberts graded the entire job, installed all sewer mains 10", 8", 6" and laterals, man holes and compaction work. Mr. Roberts worked closely with soils technicians for 90% & 95% compaction on job side. Mr. Roberts installed all ductile iron pipe and all hot taps. Mr. Roberts worked with builder and inspectors on solving, recording, daily reports, and picture documentation. Mr. Roberts installed all fire hydrants and water services to new homes. Mr. Roberts installed curb and gutter, sidewalks, drive approaches and all asphalt repairs and replacements. Mr. Roberts provided all the underground for Edison and aid in removing and coordinating existing poles to be removed for new underground services. He installed all transformers with Edison. Installed all the storm drain work and removed old irrigation system from once was orange groves. Also, Mr. Roberts provided all pre-watering demo of orange grove, septic systems on old existing houses. Mr. Roberts paved all streets and worked closely with inspectors to end up with beautiful projects performed by his company. Inspectors commented they appreciated working with only Mr. Roberts' company for all phases of work.



DAVID PASTOR

LEAD CONSTRUCTION INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Pastor is a motivated construction inspector highly effective at finding the best methods possible to complete exceptional construction projects. Strong knowledge of civil engineering principals and concepts. As a lead engineering inspector offering a comprehensive knowledge of the principals, techniques and instruments used in surveying and civil engineering drafting. Mr. Pastor has over 25 years of experience in public works construction, inspection and oversight on various sewers, water, grading and paving projects. He has overseen small to large Capital Improvement projects, inspections of new water lines, sewer lines, pump stations, wells, storm drain, paving and street improvement, & other public works that pertain to tract development improvements. Mr. Pastor has also served as Construction Project Coordinator for recycled water pipelines with the Inland Empire Utility Association and **Cucamonga Valley Water District for over 25 Years.**

PROJECT EXPERIENCE

1630 East Recycled Water Pump Stations and 1299 East Reservoir Conversion, Cucamonga Valley Water District and the Inland Empire Utility District, Rancho Cucamonga, CA: *Project Coordinator / Inspector* – This project involved a reservoir conversion and pump station for CVWD. Dave performed daily inspections and completed reports with color photographs, documenting “as-built” drawings, monitoring traffic control and public safety as well as trench safety and attending weekly progress meetings with other agencies involved or affected by the project.

1299 East Recycled Water Booster Station Cucamonga Valley Water District and the Inland Empire Utility Agency: *Construction Inspector* - This was a joint venture with IEUA with funding through the Right to Recovery Act. CVWD was the CM on the project Mr. Pastor was the Project Inspector which included daily inspection reports, scheduling ACI inspectors for any concrete, rebar, masonry installation, “as-built” drawings trench safety traffic control street improvements and grading. Scheduling weekly progress meetings with other agencies involved with the project.

1 C Booster Station East Ave CVWD: *Project Inspector* – Dave performed daily inspections, completed daily inspection reports, overseeing the construction of the booster station and ensured that the contractor followed the Standard Specifications during construction, weekly progress meetings, grading, trench safety, street improvements including curb and gutter and sidewalk. Coordinate with other agencies throughout the entire job. Mr. Pastor would have the contractor Hydrostatic test the main, and disinfect with chlorine then take the Bac-t samples with plate count.

30" Wilson Trunk Line CVWD: *Lead Construction Inspector* on this project that consisted of 2,000' of 30 CML&C, 4,400' of 24" CML&C. This main line was installed with no curb & gutter the entire main was surveyed with grading stakes

EDUCATION

College Coursework
University of California, Riverside
University Extension Construction Management
Mt. San Antonino College Certificate of Achievement Water Technology

CERTIFICATIONS

OSHA
Grade 4 Water Distribution Operator/California State Health Department
Grade 2 Collection System Technology/California Water Environment Association
Grade 4 Water Treatment Plant Operator/California State Health Department
Cross-Connection Control Program – Specialist
Cross-Connection Tester San Bernardino County
Competent Person OSHA
Confined Space Awareness Operation & Rescue
Traffic Control and Flagger Safety Work Platform and Fall Protection
Ariel IVES Trainer
Forklift and IVES Trainer
FEMA IS-00100.PWb, IS-00200.b, I-300, IS-00700.a, IS-00701.a, IS-00703.a, IS-00704, and
IS-00800.b Courses

Emergency First Aid and CPR
Confined Space Operations and Rescue
NUCA Competent Person Certified

with a flow-liner and laser for the entire job. Daily construction report with color photos, "as-built", plans as we installed the pipeline. We had to cross under the Cucamonga flood control channel. This part of the pipe was encased inside welded steel casing with 4" air- vac, and 4" blow-offs where needed. The channel would be built later after the bridge was constructed. Mr. Pastor would have the contractor Hydrostatic test the main, and disinfect with chlorine then take the Bac-t samples with plate count.

Fourth Street Sewer Retrofit CVWD: *Lead Construction Inspector* on this project that consisted of 2,400' of 24" VCP sewer that was installed in the north bound lane of Fourth St. the invert of the sewer was 17' a shield was used two 8'x 20' steel shields stacked on top of each other. There was also a jacking pit and receiving pit where 45' of the 24" sewer needed to be bored because of conflicting utilities. Strict guidelines had to be met during the boring phase of the job Mr. Pastor contacted OSHA to be involved because the boring falls under mining procedures OSHA had to sign off on all the safety aspects of the boring procedure. Mr. Pastor was in constant communication with his associates at CVWD. Dave would hydrostatic test the main on completion.

Church Street Lateral CVWD Recycled Water: *Lead Inspector* on this project that had 2,200' of 36" CML&C, 2,700" of 12" CML&C the entire project was solid welded shoring jacks were installed where each joint was welded. On the 36" pipe some of the welding was performed inside the pipe blowers were set up to deliver fresh air to the welders inside the pipe, atmosphere sniffers were used with the welders to test the air. This required confined space with hot permits constant monitoring was performed at that time. Safety is the main concern during this part of the job. As-built plans daily construction reports along with confined space hot permits were kept on a daily routine.

1630 East Recycled Water Pipeline, Cucamonga Valley Water District and the Inland Empire Utility District, Rancho Cucamonga, CA: *Project Coordinator.* The 1630 pipeline consisted of several miles of 36" CML&C pipe and valves that crossed under freeways and main thoroughfares, at varying depths and in three different cities including Caltrans right of ways. Related duties on this project included daily inspection reports with color photographs, documenting "as-built" drawings, monitoring traffic control and public safety as well as trench safety and attending weekly progress meetings with other agencies involved or affected by the project.

Baseline and East Avenue Widening Projects by Developer KB Home, Rancho Cucamonga, CA: *Construction Inspector.* Inspector in charge of new water and sewer installations for the future condo development and housing tract by KB Home south of Baseline Road as well as the Townhome project on East Avenue, the relocations of water, sewer and residential utilities while coordinating with the City of Rancho Cucamonga's Project Engineer and Inspector on both widening projects on East Avenue and Baseline Road. This project included daily inspections on CVWD water lines and sewer lines, manholes, fire hydrants, air vacuums, valves, and backfill and compaction to ensure that CVWD standards were met by the contractor.



THE ALLIANCE GROUP CONSULTING

Education/Credentials:

Don Bosco College
Santiago Canyon College
Twining Laboratories in house training
Inspection Dynamics
Contractor's License Exam Center

Professional Registrations

ICC- Structural Steel Welding
ICC- Reinforced Concrete
ICC- Reinforced Masonry
ACI- Concrete Field Technician Grade 1
AWS- Certified Welding Inspector

Years of Experience:

20

Michael Tran Senior Inspector

Mr. Tran has a well-rounded knowledge of the construction industry and has spent 20 years as an ICC structural concrete, anchor

installation, and structural steel inspector. He has extensive experience in construction, field inspection, quality assurance and quality control services, which involve Caltrans Metro, and public works projects such as sound wall, grading, CIDH pile, electrical conduits, barrier, DTi washers, sign trusses framings, bridge, concrete placement, reinforcing steel bars welding, light rail underground, aerial, and At Grade stations, utility relocation, storm drain, sanitary sewer, CSM soldier piles, catch basin, curb and gutter, driveway, sidewalk, PCC concrete and asphalt pavement, traffic signal and street light foundations, and so on. His experience provides him a knowledge of Caltrans and Appendix A Codes, Green Book, LA City standard plans, APWA standard plans, CBC codes, and all welding, concrete and masonry codes. Mr. Tran have continuously demonstrated the ability to manage and inspect a construction project so that it is completed safely, efficiently, on schedule, and in accordance with the plans and specifications. He have built a reputation for excellence in the field of related services.

Relevant Experience

Los Angeles County Metropolitan Transportation Authority (LACMTA), Crenshaw/LAX Transit Corridor Project (Design/Build), Los Angeles, CA (QC Inspector), 07/2014-current. Responsible for the quality control inspection concrete bridges. Performed quality control inspection line and grade of civil work: Storm drain, catch basin, curb and gutter, driveway, sidewalk, concrete and asphalt pavement, traffic signal and street light foundations. Performed quality control inspection of at grade concrete platform stations, aerial stations, direct fix embedded tracks.

LACMTA, Metro Exposition Light Rail Phase 2, Los Angeles, CA (QC Inspector), 07/2013-07/2014. Responsible for oversight inspection for testing of the structural steel welding, concrete placements, earthwork operations, and the installation of H.D.P.E, lagging, Rebar, Plumbing, and Electrical on this 6.6 mile long Light Rail Track project which will include 5 at grade stations, 2 aerial stations and 7 Bridges. Performed quality control inspection of at grade concrete platform stations, aerial stations, direct fix embedded tracks, storm drain, catch basin, curb and gutter, driveway, sidewalk, concrete and asphalt pavement, traffic signal and street light foundations.

Caltrans/Metro, I-405 and I-605 Soundwalls Package 6&8, Los Angeles, California (QC Inspector), 01/2013- 07/2013 Responsible for inspection reinforcing steel bars and concrete CIDH pile and CMU placement for sound wall. Performed welding inspection of overhead signage bolting and welding, quality control inspection of concrete batch plant operations and testing of concrete and reinforcing steel used in construction for the project for conformance to approved plans, specifications and building codes. During placement of concrete, fabricated compression test specimens, inspected

reinforcing steel bars, and observed form work and placement of concrete for concrete barrier type 736. Inspected installation of reinforced steel bar cages for CIDH pile. This Caltrans project, administered by Metro, includes construction of a 1,246-ft soundwall along a stretch of 1-405, from the San Gabriel River to the Stearns Ave undercrossing; and construction of five soundwalls along a 2-mile stretch of 1-605 13 miles north in Whittier. Work included modification to existing bridges, drainage systems, lighting, and signage.

Kaiser Permanente Pasadena Hospital, Four Levels Parking Structure, Pasadena, California (QC Inspector), 04/2013- 06/2013. Responsible for the inspection on the reinforcing steel bars and concrete, masonry wall, and welding of four levels parking structure.

Caltrans, Hot Express Lanes Conversion on I-110 and I-10, Pedestrian Bridge and Ramp Widening, Los Angeles, California (QC Inspector), 07/2011-11/2012. Provided concrete, welding and civil inspection in addition to assisting with the review of submittals and construction work plans. Performed quality control inspection of CIDH pile, storm drain, edge drain, underground electrical conduits, barrier, sign trusses framings, DTi washers, bridge, concrete placement, reinforcing steel bars welding. The project scope included 60 miles of freeway, converting HOV lanes to High Occupancy Toll (HOT) Express Lanes on the 1-10 and 1-110 freeways, as well as widening of Adams Boulevard off ramp, construction of a pre-cast pedestrian bridge over-crossing and various renovations to other freeway related efforts that support the toll systems integration.

LAUSD, Hawkins High School (South LA Area High School #3), Los Angeles, California (Deputy Inspector), 2010-2011. Mr. Tran performed deputy inspection of four story structural steel building which included miscellaneous steels, stairs and handrails, elevator shaft framing, welding of structural steel framing, pipe welding, metal decks, stud walls welding, bolting, torque tests, and fences. Performed reinforcing steel and concrete placement site work. Assisted LAUSD-AOR to check drywall crews, metal lath, stucco, fire sprinkler system. This new 231,000-s.f. high school campus (15 acres) includes a 187-space on-grade parking structure.

LACMTA, Metro Exposition Light Rail Phase 1, Los Angeles, CA (QC Inspector), 01/2009-10/2010. Responsible for quality control inspection on civil works including storm drain, catch basin, curb and gutter, driveway, sidewalk, concrete and asphalt pavement, traffic signal and street light foundations. Performed quality control inspection of at grade concrete platform stations, welding and bolting of canopy, handrails, precast concrete pavers, CIDH OCS foundation. The Phase 1 project has a 15.2 mile alignment included 19 stations, with steel canopies, and handrails. The Construction Conformance Checklist required Daily inspection reports, and photos documentation.

LACMTA, Metro Gold Line Eastside Extension, Los Angeles, California, (QC Inspector), 06/2007-08/2009 Performed quality control inspection of reinforcing steel bars and concrete underground stations, welding and bolting, masonry wall, veneer wall, metal stud framing, handrails, precast concrete pavers. Also responsible for quality control inspection on civil works including storm drain, catch basin, curb and gutter, driveway, sidewalk, concrete and asphalt pavement, traffic signal and street light foundations. Performed welding inspection of welding and bolting of canopies and handrails. The six-mile Eastside Extension links East Los Angeles with downtown Los Angeles and Pasadena, as well as with the Metro Blue and Green light-rail lines, Metro Red and Purple subway lines and the Metro Orange Line dedicated bus way.

Los Angeles Department of Water and Power, Pine Tree Wind Project, Cantil, CA (QC Inspector), 01/2008-02/2009. Responsible for quality control inspection of erection and bolting torque test of 80



wind turbines. The Pine Tree Wind Project is the biggest contributor to the City of Los Angeles' goal to quadruple the amount of power coming from renewable energy sources. It is the largest municipally-owned wind power project in the U.S. Completed in less than two years, the project produces 135 megawatts (mw) of clean energy through 90 1.5-mw wind turbines and powers 56,000 households in the Los Angeles area.

Various Educational Facility Projects, Rancho Cucamonga, CA (Deputy Inspector), 09/2004-08/2007. Provided concrete, welding and civil inspection in addition to assisting with the review of submittals and construction work plans.

Victoria Gardens, Rancho Cucamonga, CA (Deputy Inspector), 04/2004-08/2004. Performed deputy inspection welding moment frame and bolting of structural steel building and miscellaneous.

Colburn School, Los Angeles, CA (Inspector). Performed deputy inspection of 13 floors concrete building on the miscellaneous steels, stairs and handrails, elevator shaft framing, welding of structural steel framing, welding of precast concrete panel.

Fox Studio, Building 104 Renovations, Los Angeles, CA (Deputy Inspector). Performed deputy inspection of 4 floors structural steel building on the welding moment connection and high strength bolt torque testing, metal decks welding.

City of Ontario, Ontario City Library, Ontario, CA (Deputy Inspector). Performed deputy inspection on the welding and bolting of structural steel building and miscellaneous steels and handrails.

Harvey Mudd College, Claremont, CA (Deputy Inspector). Performed deputy inspection welding and bolting of structural steel building and miscellaneous.

Pomona College, Claremont, CA (Deputy Inspector). Performed deputy inspection welding of precast concrete panel and miscellaneous.

Dr. L H Moore M/S/T Academy Elementary School , Los Angeles, CA (Welding Special Inspector). Provided rebar and concrete placement inspection for the project. This new 3-story, 68,000 s.f. school facility will includes classrooms, a library, multi-purpose room, food service and lunch shelter, administration, playfields, and surface parking.

AESCO RESUMES

Adam Chamaa

Engineering Manager, M.S.C.E., P.E., G.E.

Registered civil and geotechnical engineer with over 25 years of experience as geotechnical engineer and quality control/quality assurance (QC/QA) manager. Responsible for QC/QA engineering for new construction, foundations, sewer installations, roadway surfaces during and after installation, design of de-watering systems, pump stations, and assessment of soil-related environmental contamination. Provided geotechnical design recommendations for new construction for municipal, governmental and commercial projects throughout California.

Specific Project Experience

Widening of the 91 Freeway-Orange and Riverside Counties, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for materials testing and inspection during the widening of the 91 Freeway for Caltrans. The widening project included the construction of new lanes on the east and westbound sides, new retaining walls, bridges, slope stability of cuts, rock exploration, etc. The testing and inspection services included a review of the concrete mix designs, concrete testing and inspection, concrete batch plant inspection, pile inspection and logging, rebar inspection, aggregate testing, welding inspection, subgrade testing and inspection, base material evaluation and testing, compaction testing and inspection, and asphaltic concrete testing.

Perris Valley Line Commuter Rail Extension Project- Riverside County, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for quality control inspection and materials testing and geotechnical engineering services for the Riverside County Transportation Commission. The project involves a 24-mile extension of the existing 512-mile Metrolink commuter rail system from Riverside to Perris.

14-Inch Water Line Installation under Huntington Harbor Channel, City of Huntington Beach, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for a geotechnical investigation for a new 14-inch diameter water line composed of High Density Polyethylene (HDPE) pipe for the City of Huntington Beach. The length of the new pipe ranged from 750 feet to 950 feet. The pipe was installed beneath the Huntington Harbor bottom which is at an approximate depth of 20 feet below high sea level. The water line connected to existing water systems on either side of the channel.

Alameda Corridor, Temple Avenue 4th Track Improvements-Pomona, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for the preparation of the QC/QA manual and supervised materials testing and inspection during construction of a new railroad grade separation. The project included railroad bridges, retaining walls, depressed roadways, utility relocations, roadway bridges, channel walls and drainage ditches.

Education:

*M.S. Civil Engineering,
Geotechnical and Highway
Design; Louisiana Technical
University, Ruston, LA, 1985.*

*B.S., Civil Engineering, Louisiana
Technical University, Ruston,
Louisiana, 1982*

Registrations:

California No. C53992 (Civil)

California No. C2784

(Geotechnical)

Nevada No. 022245 (Civil)

Design/Build SR-22 Freeway Widening-Garden Grove, CA.

Engineering Manager: Mr. Chamaa was the Engineering Manager for the inspection and mix design alternatives and recommendations for the Portland Cement Concrete (PCC) and Lean Concrete Base for the widening and overall improvement for Orange County Transit Authority (OCTA) and Caltrans. Mr. Chamaa worked with the design team and the contractor to qualify aggregate testing and evaluation of the concrete and performed on-site mix design trials. Recommended the most appropriate mix design and additives based on California Test methods. Supervised the testing of concrete products during placement which included aggregate testing, concrete cylinders, LCB samples and flexural strength beam tests. Supervised the flexural strength of the concrete during the pavement construction.

Calico Solar Plant Access Bridge-San Bernardino County, CA

Engineering Manager: Mr. Chamaa supervised and reviewed the geotechnical recommendations for foundation design for the proposed bridge structure and retaining walls for the BNSF railroad. Preliminary geotechnical recommendations including pile load design data for caissons, driven piles, tip-bearing piles, and friction piles, as well as lateral loads were provided. A review of existing geotechnical and seismic data was conducted for projects in the vicinity.

Plant No. 1 Sludge Dewatering Project, Fountain Valley, CA

Engineering Manager: Mr. Chamaa was the Engineering Manager for the construction materials testing and inspections for the sludge dewatering project at Plant 1 for Orange County Sanitation District. This project was to enhance the use of existing digesters, and replace the existing sludge handling facility. The new dewatering equipment will remove more water from the biosolids than existing facilities, which in turn will reduce the hauling cost to remote sites.

First Street Bridge Replacement-Santa Ana, CA

Engineering Manager: Mr. Chamaa supervised the construction materials testing and inspections during the bridge replacement. Testing and inspections were conducted on piles, welding, structural steel, precast concrete, concrete, asphalt, mix designs, etc.

Ranger Sewer Lift Station No. 16 – City of Huntington Beach

Engineering Manager: Mr. Chamaa was the Engineering Manager for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface. Recommendations were made for a mat foundation, dewatering during construction, waterproofing, pipe bedding, lateral pressures, and shoring.

Belmont Pool Rebuild-Revitalization-City of Long Beach

Engineering Manager: Mr. Chamaa was the Engineering Manager for the geotechnical and Phase II environmental investigation for the new Belmont Pool for the City of Long Beach. The project generally consists of constructing an indoor pool which is approximately 85 feet by 190 feet in plan dimension housed inside an approximately 60,000 square foot structure. An outdoor pool with a plan dimension of approximately 85 feet by 185 feet will be located just east of the structure.



Russell Scharlin

Senior Geotechnical Engineer/Quality Control Manager, P.E., G.E.

Russell Scharlin is a senior geotechnical engineer with over 30 years of experience in civil and geotechnical engineering. Primary responsibilities include performing all aspects of construction management, geotechnical engineering and environmental studies. Mr. Scharlin has provided design and construction management services related to pavements and foundations for numerous structures, bridges, pump stations, freeways, tanks, communication towers and other structures.

Education:

**M.S., Civil Engineering
(Geotechnical), University of
California at Davis**

**B.S., Civil Engineering, University of
California at Davis**

40-hour Health and Safety Training

Registrations:

**Geotechnical Engineer, State of
California**

Civil Engineer, State of California

Specific Project Experience

Seismic Remediation-Elevated Roadway-John Wayne Airport, Santa Ana

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the seismic retrofit of the bridge structure located at the John Wayne Airport. The project was for the County of Orange and Caltrans. The project consisted of installation of 64 steel column casings at select concrete column locations, enlargement of selected foundation pile caps, installation of new expansion joints at terminal vehicle ramps and walkways, detensioning and retensioning of slab tendons and miscellaneous pavement and sidewalk improvements. Also prepared the Construction Quality Control Plan and the Welding Quality Control Plan.

Perris Valley Line Commuter Rail Extension Project-Riverside County, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for quality control inspection and materials testing and geotechnical engineering services for the Riverside County Transportation Commission. The project involves a 24-mile extension of the existing 512-mile Metrolink commuter rail system from Riverside to Perris.

Sand Canyon Grade Separation-Irvine, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the materials testing and inspections for the Sand Canyon Grade Separation project at the 5 Freeway in Irvine. The project includes the construction of a rail underpass, retaining walls, railroad relocation, storm drains, utility relocations, Sand Canyon Avenue relocation, and a new pump station. Third parties involved in the project include the City of Irvine, the Southern California Regional Rail Authority, Caltrans, and the Irvine Ranch Water District.

Puente Hills Intermodal Facility and Railroad Improvements-Industry, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for construction of the Intermodal Facility where waste will change from transportation by trucks to trains to the Mesquite Landfill in Brawley, California. The project included the construction of a new roadway corridor constructed in a trench, a new pump station placed 40 feet below finished grade, a new administration building, a new maintenance building with a below grade basement, and a 144 foot long storm drain.

Auto Center Drive/BNSF Railroad Grade Separation-Corona, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the geotechnical and materials testing and inspection services for the project which was for Riverside County Transportation Commission and the City of Corona. The project consists of constructing a four-lane overcrossing at Auto Center/BNSF

railroad tracks. Construction required a bypass roadway, associated roadway improvements, retaining walls, storm drain, sewer line, utilities, and CIDH piling foundations.

Olinda Landfill-Gas to Energy Facilities – City of Yorba Linda, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for construction materials testing and inspection services during construction of the gas to energy facilities at the Brea-Olinda landfill for the City of Yorba Linda and the County of Orange. The facilities included the installation of gas turbines mounted on concrete slabs, a combustion turbine generator, chilled water systems, polishing systems, compressed air systems, a step-up transformer, switch gears, axillary transformers, a main building and control room, trenching and piping, and miscellaneous structures. New access roads were also constructed.

Warner Avenue Gravity Sewer Lift Station C – City of Huntington Beach, CA

Quality Control Manager: Mr. Scharlin was the Quality Control Manager for the construction materials testing and inspection and for the geotechnical and environmental Phase II investigations for a new lift station facility. The project consisted of the replacement of the existing Lift Stations B and C and the Sunset Beach Sanitary Lift Station with a new Lift Station C. The submersible lift station incorporated a 14 foot by 26 foot by 22 foot deep wet well. The bottom of the well foundation was approximately 26 to 27 feet below existing grade. The new lift station also included an 8-foot deep valve vault which was 15 feet by 10 feet in plan dimension, a 60 kW outdoor generator, and electrical panels.

Ranger Sewer Lift Station No. 16 – City of Huntington Beach, CA

Geotechnical Engineer: Mr. Scharlin was the Geotechnical Engineer for the geotechnical investigation and the materials testing and inspection for construction of Ranger Sewer Lift Station No. 16 in the City of Huntington Beach. The new lift station was 24 feet by 24 feet in plan dimension and was placed at a depth of 18 feet below the existing ground surface.

State College Boulevard Grade Separation-Fullerton, CA

Quality Control Manager: Mr. Scharlin is the Quality Control Manager for the replacement of the at-grade railroad crossing by construction an underpass for State College Boulevard beneath the existing BNSF railroad. The City of Fullerton and the Orange County Transportation Authority (OCTA) are constructing a vehicle undercrossing at the intersection of State College Boulevard and the Burlington Northern Santa Fe Railway. The roadway will be lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive to the south. Construction consists of a temporary railroad shoo-fly, a railroad bridge, retaining walls, a pump station, pavement and utilities reconstruction. AESCO has performed QA inspection and testing for earthwork, foundation installation, concrete, reinforcing steel and pavement reconstruction.



Amer Hazboon

Senior Engineer, P.E.

Mr. Hazboon has 21 years of professional experience specializing in environmental remediation, feasibility testing and design. He has extensive experience in developing remedial programs for hazardous soil and groundwater, providing design-build services, providing necessary reporting for regulatory compliance, performed methane mitigation and inspection services, and California UST Operator Inspection services. Mr. Hazboon has also served as the Health and Safety officer on numerous projects. Mr. Hazboon's has experience with a wide range of water, wastewater, and storm water management projects, including water quality assessments; water resources development, treatment, and distribution; and wastewater collection, conveyance, treatment, and disposal/reuse including "grey water" system design and construction.

Specific Project Experience

Olinda Landfill-Gas to Energy Facilities, DCO Energy for County of Orange, Yorba Linda

Health and Safety Officer and Environmental Engineer: Mr.

Habzoon was the Environmental Engineer for the monitoring of the excavations during grading operations during construction of the gas to energy facility at the Brea-Olinda landfill. Performed the QA/QC during installation of the methane barrier system during construction to maintain compliance with local regulations and design specifications. Observed the installation of the Liquid Boot methane system, the HDPE moisture barrier system, observed the membrane and barrier testing, and testing of the active subsurface methane gas mitigation system. Test results were documented on daily inspection logs and a Final Closeout Report was prepared.

Lenain Water Treatment Plant Modifications, Anaheim

Health and Safety Officer and Engineer: Mr. Habzoon was the Engineer for the geotechnical engineering for the various improvements to upgrade the existing water treatment facility for GHD for the City of Anaheim. As part of the upgrade, it is proposed to construct a new chemical feed system structure, install a new 36-inch diameter pipeline between the Reservoir and the Parkview Pump Station and widen the delivery truck road. Various new retaining walls will also be constructed. Several borings were performed as well as potholing to locate utilities throughout the site. AESCO had to perform extensive slope stability analyses and retaining wall design to determine the optimal design for widening of the roadway. AESCO met several times with the City of Anaheim at the site to determine the boring locations.

Belmont Pool Rebuild-Revitalization, Long Beach

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the Phase II environmental investigation for the new Belmont Pool for the City of Long Beach. The project generally consists of constructing an 85 foot by 190 foot indoor pool housed inside an approximately 60, 000 square foot structure and an 85 foot by 185 foot outdoor pool. Soil and water samples were tested for hydrocarbons

Education:

M.B.A., University of Phoenix, Costa Mesa, CA

B.S., Civil Engineering, California Polytechnic University, Pomona, CA

40-hour Health and Safety Training

Registrations:

Civil Engineer, State of California

Certifications:

Registered Deputy Inspector for the City of Los Angeles, Methane Mitigation Systems ICC Certified

California UST System Operator

Certified Liquid Boot Inspector

Certified Tremco Barrier Inspector

Hazardous Waste Operations and

Emergency Response

(HAZWOPER) 40 HR Training

and soils were tested for heavy metals. A study of soil methane gas was also conducted.

Van's Skate Park and Retail Structure, Huntington Beach

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the Phase II environmental study for the Van's Skate Park and Retail Building in the City of Huntington Beach. Several borings were performed and nested gas probes were installed at depths of 5 feet and 10 feet below grade for methane gas testing. Pressure measurements of O₂, CO₂ and methane concentrations were recorded. Soil samples were tested for the presence of hydrocarbons, volatiles and heavy metals.

Goodyear Tire Facility, Anaheim

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a Phase II environmental investigation at a closed Goodyear tire facility in the City of Anaheim. Soil samples were collected and tested after the removal of eight existing hydraulic lifts. Confirmation sampling and testing was performed to identify if any total petroleum hydrocarbons concentrations exceeded action levels set by the Anaheim Fire Department, Hazardous Materials Section.

Pachappa Railroad Bridge, Cathedral City

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the hazardous waste profiling of railroad ballast and subsurface soil for the Pachappa Bridge project for SEMA Construction for Caltrans. Provided field sampling and prepared summary and recommendations report for hazardous waste assessment and management.

Soil Berm Installations, Camp Pendleton

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the excavation, relocation, and grading of soil berms at the Maine Corps Base Camp Pendleton. Provided field oversight and reviews, including construction coordination and scheduling.

Leaking Underground Storage Tank Remedial Action Plan-Orange County Sanitation Districts

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a feasibility study, corrective action plan, and preparation of a remedial design for leaking UST's at the Auto Shop area of the Orange County Sanitation District (OCSA) Plant No.1 using SVE and GWE for two phase remediation.

Watershed Sanitary Survey-Cucamonga Valley Water District

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for a Watershed Sanitary Survey (WSS) of local surface water watersheds as required by Title 22, Division 4, Chapter 17, Article 7, of the California Code of Regulations. Performed a comprehensive evaluation of the local surface water from the Day Canyon, East Etiwanda Canyon, and Cucamonga Canyon watersheds. This evaluation included extensive reviews and analyses of water pipelines, connections, storage systems, pump stations, treatment facilities, and other associated infrastructure.

West Riverside Landfill-Riverside County Department of Waste Resource

Environmental Engineer: Mr. Habzoon was the Environmental Engineer for the retrofit and the gas collection system at the West Riverside Landfill. The project involves the removal, relocation, and retrofitting of existing utilities, gas collection components, and associated underground infrastructure.

Charles Chapin
Senior Inspector

Mr. Charles Chapin has over 40 years of experience in Public Works Construction and has performed inspection and construction management for a variety of projects for Caltrans where he used his administrative skills as well as professional and/or technical quality control knowledge. Mr. Chapin has managed capital outlay, operations maintenance, surveying, State Highway Operation and Protection Program (SHOPP), State Transportation Program, and emergency and safety projects. He has also managed traffic control, Storm Water Pollution Prevention plans (SWPP), water pollution control inspection, highway construction inspection, review of shop plans and specifications, change orders, and CPM scheduling.

Areas of expertise include evaluating bids, overseeing construction activities for the Caltrans projects to ensure compliance with plans and specifications; this included monitoring schedules and budgets; preparing estimates and evaluating change orders, conducting negotiations, resolving problems, on-site inspections, approving progress payments and other disbursements, coordinating contract administration activities with consultants and various agencies, developing and maintaining a system for monitoring the progress of projects and programs as assigned, evaluating consequences of changes and advise, preparing written technical and statistical reports, prepares reimbursement reports for various funding agencies, monitoring projects for adherence to Federal and State labor laws, traffic control management, surveying, water pollution administration and inspection.

Professional Certifications:
Construction Boot Camp
California Work Zone Inspection
Field Office Procedures
Lead Hazard Awareness
Concrete Paving Inspection
Hot Mix Asphalt Master Inspector
Sampling Techniques
Structure Construction Inspection
Landscape Inspection
SWPP and Water Pollution Control Programs
Advances Construction Site Best Management Practices (BMPS) Field Applications
Water Pollution Administration
Inspection and Maintenance of Construction Sites
Management of Construction Site Dewatering Operations
Water Quality Sampling and Analysis on Construction Sites
Traffic Control Management

Specific Project Experience

405 Widening between Magnolia Street and Beach Boulevard, Huntington Beach, Caltrans

Senior Inspector: Mr. Chapin was the Senior Inspector for the 405 widening through Huntington Beach. Mr. Chapin performed the construction management for SWPP, concrete, asphalt, landscaping, barrier wall inspection, scheduling, preparation of monthly cost estimates, and labor compliance issues. Managed meetings at the jobsite between Caltrans and the City of Huntington Beach. Ensured that contractor complied with Caltrans special provisions, plans and specifications. Provided RFI clarifications and responses in a timely manner. Resolved disputes between the contractor and the agency.

Widening of Wilmington Off-Ramps at the 405 Freeway, Carson, Caltrans

Senior Inspector: Mr. Chapin was the Senior Inspector for the widening of Wilmington Avenue at the 405 Freeway in Carson. Mr. Chapin performed construction management for center mediums, curb and gutter, modification of flood channels, sidewalks, driveway modifications, metal beam guard rail, and asphaltic concrete pavement. Coordinated work with the City of Carson and Southern California Edison. Managed meetings at the jobsite between Caltrans and the City of Carson, SWPP, scheduling, budget, daily logs.

Widening of North and South Interstate 5, San Juan Capistrano, Caltrans

Senior Inspector: Mr. Chapin was the Senior Inspector for the widening of the I-5 Freeway between Camino Capistrano and Camino Estrella in San Juan Capistrano. Mr. Chapin managed meetings in the field to address issues with asphalt and Portland cement concrete including quantities, drainage and water pollution control. Mr. Chapin performed supervision for stormwater disposal, water pollution control, SWPP, asphalt and Portland cement concrete. Responsible for monthly cost estimates, daily traffic control management, compliance with Caltrans special provisions, specifications and approved plans, logged construction deviations and reported to the Authorities. Reviewed and approved as-built plans. Inspected and tested asphalt and concrete placement.

Widening of North 57 Freeway, Placentia, Caltrans

Senior Inspector: Mr. Chapin was the Senior Inspector for the widening of the northbound 57 Freeway in Placentia. Mr. Chapin managed meetings in the field to address issues with asphalt and Portland cement concrete including quantities, SWPP, drainage and water pollution control. Supervised stormwater disposal, water pollution control, asphalt, Portland cement concrete, and rapid set concrete. Responsible for monthly cost estimates and traffic control management, compliance with Caltrans special provisions, specifications and approved plans, logged construction deviations and reported to the Authorities. Reviewed and approved as-built plans. Inspected and tested asphalt and concrete placement.

Overcrossing of 405 Freeway at Redhill Avenue, Irvine and Costa Mesa, Caltrans

Senior Inspector: Mr. Chapin was the Senior Inspector during the removal, replacement and reconstruction of the existing roadbed structure. The movement of Mechanically Stabilized Earth (MSE) Walls and underlying embankment had triggered progressive pavement cracks on the roadway above causing a horizontal separation between the approach slab and bridge abutment. Mr. Chapin performed inspections and testing for reconstruction of the fill slope which also involved the installation of Soil Nails.

Giovanni Mikhael

Inspector

Mr. Mikhael, has over 11 years of experience in the field and in construction materials testing and inspection services for concrete, masonry, steel, anchors, soils, and grading. He is experienced in performing compaction testing, foundation inspections and subgrade inspection and testing.

Specific Project Experience

Widening of the 91 Freeway, Orange and Riverside Counties, CA

Inspector: Mr. Mikhael was the Inspector for the materials testing and inspection during the widening of the 91 Freeway. The widening project includes the construction of new lanes on the east and westbound sides, new retaining walls, bridges, etc. The testing and inspection services included a review of the concrete mix designs, concrete testing and inspection, concrete batch plant inspection, pile inspection and logging, rebar inspection, aggregate testing, welding inspection, subgrade testing and inspection, base material evaluation and testing, compaction testing and inspection, retaining wall footings, rapid set concrete, masonry, MSE backfill, and asphaltic concrete testing.

Sand Canyon Grade Separation, OCTA/Caltrans, CA

Inspector: Mr. Mikhael was the Inspector for the Sand Canyon Grade Separation project at the 5 Freeway in Irvine. The project includes the construction of a rail underpass, retaining walls, railroad relocation, storm drains, utility relocations, Sand Canyon Avenue relocation, and a new pump station. Mr. Mikhael performed inspection and testing of the compaction, asphalt, subgrade, structural backfill, and foundation excavations.

Perris Valley Line Commuter Rail Extension Project-AMES Construction for Riverside County Transportation Commission

Inspector: Mr. Mikhael was the Inspector for the quality control inspection and materials testing services for the Perris Valley Line Extension Rail Project in Riverside County, CA. The project involves a 22-mile extension of the existing 512-mile Metrolink commuter rail system. Testing and Inspection services including compaction, asphalt, structural backfill, concrete batch plant inspection are being provided for the track, grade crossings, structures, railroad stations (Riverside Hunter Park Station, Moreno Valley/March Field Station, Downtown Perris Station and South Perris Station) and the layover facility. Mr. Mikhael performed inspection and testing of compaction, asphalt, structural backfill, and concrete batch plant inspection.

Newport Force Main Rehabilitation, Orange County Sanitation District, CA

Inspector: Mr. Mikhael was the Inspector for the construction materials testing and inspections for the rehabilitation of the Newport Force Main located on West Coast Highway between Dover Drive to 61st

Education:

B. A., Business, Devry University, in progress

Professional Certifications:

County of Los Angeles Certified

Deputy Inspector masonry

County of Los Angeles Certified

Deputy Inspector concrete

ICC Structural Masonry Certified

Inspector

ICC Reinforced Concrete Certified

Inspector

ACI Certified, Concrete Field Testing Technician

Certified Radiation Safety and Nuclear Gage Operator

Caltrans Certificate of Proficiency for: Air Content, Freshly Mixed Concrete, Pressure, Density of Fresh Concrete, Flexural Strength of PCC (Fabrication only),

Ball Penetration in Fresh Portland Cement Concrete, Sampling Freshly Mixed

Concrete, PCC Cylinder Fabrication, Slump of Fresh Portland Cement Concrete,

Temperature of Freshly Mixed Portland Cement Concrete

TWIC Card

Street in Newport Beach. There are two force mains on both sides of the street. Testing and inspections included compaction and density testing of asphalt and subgrade and concrete testing and inspections. Inspections and testing of compaction and density testing of asphalt pavement, and subgrade and concrete testing and inspections were performed.

Warner Avenue Sinkhole Emergency Response, City of Huntington Beach and County of Orange, CA

Inspector: Mr. Mikhael was the Inspector for an emergency response to assist the City of Huntington Beach to investigate the cause of a sinkhole which formed in one of the main thoroughfares within the City. The sinkhole was approximately 17 feet by 14 feet and 20 feet in depth. The sinkhole destroyed the existing manhole, water main and multiple sewer line connections.

I-5 Freeway Widening, Orange County, Caltrans, San Juan Capistrano

Inspector: Mr. Mikhael was the Inspector for the widening of the I-5 Freeway between San Juan Capistrano and San Clemente in Orange County. Materials testing and inspection was performed during the widening of the I-5 Freeway between San Juan Capistrano and San Clemente in Orange County. The widening project is 5.7 miles in length and includes the construction of new HOV lanes on both sides, new retaining walls, a bridge expansion, widening of the Avenida Pico interchange, etc. The testing and inspection services included concrete testing and inspection, concrete batch plant inspection, structural backfill, aggregate testing, subgrade testing and inspection, base material evaluation and testing, and compaction testing and inspection.



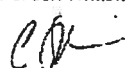
APPENDIX B: DBE INFORMATION

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12 %
3. Project Description: On-Call Construction & Inspection Services
4. Project Location: City of Garden Grove - Various Intersections
5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
The Alliance Group Consulting	1783853	213/505-0295	12%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	12 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  5/7/2018 12. Preparer's Signature _____ 13. Date _____ Chuck Stephan 310-525-0678 14. Preparer's Name _____ 15. Phone _____ Vice President 16. Preparer's Title _____	

DISTRIBUTION: Original - Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 664-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS****DBE INFORMATION - GOOD FAITH EFFORTS**HSIPL-5328(078) HSIPL-5328(081)
HSIPL-5328(080)Federal-aid Project No. _____ Bid Opening Date 5/7/2018The City of Garden Grove established a Disadvantaged Business Enterprise (DBE) goal of 12 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Special Inspector	N		10,000	12%
Material Testing	N		TBD	

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:



THE ALLIANCE GROUP
CONSULTING

The Alliance Group Consulting
3699 Wilshire Blvd., Suite 1240
Los Angeles, CA 90010
1-323-609-6100 Office
1-323-609-6101 Fax
Info@TAGCorp.com

April 25, 2018
Mr. Chuck Stephan
Vice President / CM Discipline
KOA Corporation
2141 W. Orangewood Ave.,
Orange, CA 92868

**Subject: Commitment Letter for Inspection Positions
RFP for Professional On-Call Traffic Signal Inspection Services**

Dear Mr. Stephan,

The Alliance Group Consulting (TAGC), is pleased to join KOA Corporation (KOA) team to provide on-call professional inspection services to the City of Garden Grove Department of Public Works for the above-referenced project.

The key personnel we have identified in the staff resumes will be available to the extent proposed for the duration of this project, and no person designated as key to the project will be removed or replaced without prior written concurrence of KOA and the City of Garden Grove.

We appreciate your interest in TAGC and we look forward to working with KOA and the City of Garden Grove on this contract.

If you have any questions or concerns, please do not hesitate to contact me at (213) 505-4324 or email me at ray.wang@tagccorp.com.

Sincerely,

Ray Wang, PE, LEED AP
Principal/Sr. Project Manager



Board of Supervisors
Los Angeles County

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

Brian J. Stiger
Director

August 16, 2016

RAY WANG
THE ALLIANCE GROUP ENTERPRISE, INC.
3699 WILSHIRE BLVD., SUITE 1240
LOS ANGELES, CA 90010

Vendor #: 17922301

Dear RAY WANG:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification, which expires on May 31, 2018.

Your business is eligible for the LSBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at (855) 230-6430 or send an email to cbesbe@dcba.lacounty.gov to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please notify DGS if there are any changes to your business such as ownership, control of the firm or principal place of business that may affect your State certification. Please contact our office immediately if your principal place of business has changed during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please visit our website at <http://osb.lacounty.gov>.

Sincerely,

BRIAN J. STIGER
DIRECTOR



SABRA PURIFOY
Operations Manager, Small Business Services
BJS:SP



500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

dcba.lacounty.gov



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-4472

213.922.2600 Tel
metro.net

April 14, 2015 RE: SBE Certification - ARDNE CONSULTING, INC.

Metro File # 6393

Andy Duong
The Alliance Group Enterprise, Inc. dba The Alliance Group
Consulting
3699 Wilshire Blvd #1240
Los Angeles, CA 90010

RE: Small Business Enterprise Certification

Dear Andy Duong,

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541330	Engineering Services
541618	Other Management Consulting Services
541690	Other Scientific & Technical Consulting Services (Economic Consulting Services)

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

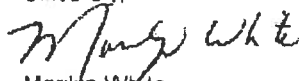
After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Marilyn White
Certification Consultant, HSW Services
Diversity & Economic Opportunity Department



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2600 Tel
metro.net

Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



April 14, 2015 REISSUED 3/1/16 - ADDRESS CHANGE

CUCP #41797
Metro File # 6393

Andy Duong
The Alliance Group Enterprise, Inc. dba The Alliance Group
Consulting
3699 Wilshire Blvd. #1240
Los Angeles, CA 90010

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Duong

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package.

NAICS (2007)	Description
541330	Engineering Services
541618	Other Management Consulting Services
541690	Other Scientific & Technical Consulting Services (Economic Consulting Services)

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailing address, ownership, management or control or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
Marilyn White
Certification Consultant - HSW Services
Diversity & Economic Opportunity Department

For the Office of Contract Management, Planning & Development, Metro

2015 Business Certification Unit
One Gateway Plaza, Metrolink Station, Los Angeles, CA 90012-2952
Tel: 213-922-2600 Fax: 213-922-7666



Supplier Profile

Certification ID : 1783853

Legal Business Name:
THE ALLIANCE GROUP CONSULTING

Doing Business As (DBA) Name1:
THE ALLIANCE GROUP CONSULTING

Doing Business As (DBA) Name2:

Office Phone Number:
213/505-0295

Business Fax Number:

Business Web Address:

Address:
10291 MASTERSON AVE
STANTON
CA 90680

Email:
andy.duong@tagccorp.com
(mailto:andy.duong@tagccorp.com)

Total No. of Employees:

Business Types:
Service

Notification Preference:
Email

Service Areas:

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SB(Micro)	Approved	04/25/2014	06/31/2018

Certification History

?



[Back To Query Form](#)

Search Returned 1 Records

Wed Oct 18 19:33:08 PDT 2017

Query Criteria

Firm ID: 41797

Firm Type: DBE

Firm ID	41797
Firm/DBA Name	THE ALLIANCE GROUP ENTERPRISE INC.
Address Line1	3699 WILSHIRE BLVD. #1240
Address Line2	
City	LOS ANGELES
State	CA
Zip Code1	90010
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
Email	andy.duong@TAGCcorp.com
Contact Name	ANDY DUONG
Area Code	(323)
Phone Number	609-6100
Extension	
Alt Area Code	(714)
Alt Phone Number	467-5374
Extension	
Fax Area Code	(323)
Fax Phone Number	609-6101
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	541330; 541616; 541690;

ACDBE NAICS	
--------------------	--

Work Codes	C8714 CONSULTANT, PROJECT MANAGEMENT/ BUSINESS ADMIN; C8700 CONSULTANT, NON ENGINEERING;
Licenses	C8720 CIVIL ENGINEERING;
Trucks	EC CM Engineer;
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

[Back To Query Form](#)



State of California

Department of Industrial Relations

[Labor Law](#)
[Cal/OSHA - Safety & Health](#)
[Workers' Comp](#)
[Self Insurance](#)
[Apprenticeship](#)
[Director's Office](#)
[Boards](#)

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year: 7/1/2017 - 6/30/2018

PWC Registration Number: 1000028801

Contractor Legal Name: Example ABC COMPANY

License Number: Example 123456

[Contractor License Lookup](#)

County: Select County

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: Excel PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	THE ALLIANCE GROUP ENTERPRISE, INC.	1000028801	LOS ANGELES	LOS ANGELES	NONE:NONE	Active	06/30/2017	06/30/2018

v2.20171120

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Corporate / Los Angeles Office
1100 Corporate Center Dr., Suite 201
Monterey Park, California 91754
P 323.260.4703
F 323.260.4705

Inland Empire Office
3190 C Shelby Street
Ontario, California
91764
P 909.890.9693
F 909.890.9694

Orange County Office
2141 W. Orangewood Avenue, Suite A
Orange, California 92868
P 714.573.0317
F 714.573.9534

San Diego County Office
5095 Murphy Canyon Road, Suite 330
San Diego, California 92123
P 619.683.2933
F 619.683.7982

www.koacorp.com
MB76149-B

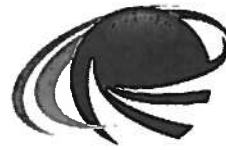
KOA CORPORATION
2018 Hourly Billing Rates

Title	Hourly Billing Rate
Principal-In-Charge/Program Director	\$ 220.00
Senior Engineer	\$ 175.00
QA/QC Manager	\$ 165.00
Senior Project Manager	\$ 165.00
Construction Manager	\$ 160.00
Project Manager	\$ 160.00
Resident Engineer	\$ 165.00
Project Engineer	\$ 165.00
SWPPP Developer (QSD)	\$ 150.00
Assistant Construction Manager	\$ 140.00
Office Engineer	\$ 140.00
Design Engineer	\$ 140.00
Assistant Project Manager	\$ 140.00
Associate Engineer	\$ 125.00
Project Controls	\$ 120.00
SWPPP Practitioner (QSP)	\$ 130.00
Construction Observer/Inspector (Prevailing Wages)*	\$ 123.00
Construction Observer/Inspector (Non-Prevailing Wages)	\$ 113.00
Senior Construction Observer/Inspector (Prevailing Wages)*	\$ 128.00
Senior Construction Observer/Inspector (Non-Prevailing Wages)	\$ 118.00
CAD Technician	\$ 90.00
Technician	\$ 90.00
Administrative & Clerical Support	\$ 90.00

*NOTE: Construction Inspector wages are directed by the State of California Department of Industrial Relations, and are subject to change at any time. The current rates may be scheduled for an adjustment after June 30, 2018. KOA Corporation adheres to California Wage Law. All of our inspectors are W-2 employees (not 1099 employees), and receive full benefits and compensation as required by DIR.

Rates shown are a part of the proposal for use in invoicing the City. Rates include all costs, including but not limited to printing, postage, and mileage

HOURLY RATE SCHEDULE:



THE ALLIANCE GROUP CONSULTING

THE ALLIANCE GROUP CONSULTING

POSITION CLASSIFICATION	Hourly Billing Rate
Professional Inspector	\$ 135.00
Billing Multiplier Applied to Base Rate	2.45 *
Note: Billing Rates for FY 2018-2019. * Multiplier Includes the 123% Combined Indirect Cost (Including Fringe Benefit, Field Overhead Rate, and General Admin), and 10% Profit. Other Direct Costs: Outside Printing/Reporduction. Delivery Services/USPS. Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual Cost. Mileage will be billed at current IRS Rate.	



OPTIONAL SERVICES

Orange County
17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714) 375-3831

San Bernardino County
14163 Arrow Boulevard
Fontana, California 92335
Tele: (909) 284-9200
Fax: (909) 284-9201

April 27, 2018

Mr. Chuck Stephan, P.E.
KOA
2141 West Oranewood Avenue
Costa Mesa, CA 92868

Subject: Cost Proposal
Garden Grove RFP for Traffic Signal and Intersection Improvements
Garden Grove, California
AESCO Proposal No. P5710

Dear Mr. Stephens:

AESCO is pleased to submit this cost estimate to perform materials testing and inspections for the above-referenced project. AESCO's Scope of Work may include materials testing services for the traffic signal foundation concrete and rebar.

For this Scope of Work, the estimated cost based on our attached Schedule of Fees will be \$8,800.

If you need further assistance regarding this matter, please give us a call. We look forward to hearing from you.

Very truly yours,
AESCO, Inc.


Adam Chamaa, MSCE, P.E., G.E.
Engineering Manager


Debra Perez
Project Manager



AESCO Standard Fees

<u>Professional Staffing</u>		<u>Cost</u>
		(per hour unless otherwise noted)
P100	Principal Professional Engineer.....	\$ 190
P101	Senior Geotechnical Engineer	\$ 175
P102	Project Engineer/ Manager	\$ 150
P103	Geologist	\$ 160
P104	Quality Control Manager	\$ 150
P105	Senior Staff Engineer.....	\$ 145
P106	Building Inspector	\$ 115
P107	Laboratory Manager	\$ 105
P108	Laboratory Technician.....	\$ 95
P109	CADD Operator/Draftsperson	\$ 75
P110	Data Processing, Technical Editing or Reproduction	\$ 75
P111	Expert Witness Testimony	\$ 380
P112	Certified Payroll, per hr.....	\$ 145
 <u>Field Technician</u>		 <u>Cost (per hour)</u>
T150	Special Inspector (Reinforced Concrete, and Masonry)	\$ 100
T151	Special Inspector (Structural Steel, Drilled-In-Anchors	\$ 100
T152	Special Inspector for Welding	\$ 100
T153	DSA Class I Inspector	\$ 135
T154	DSA Class II Inspector	\$ 125
T155	Special Inspector for Fireproofing.....	\$ 100
T156	Special Inspector Load Tests or Torque/Bolt)	\$ 100
T157	Special Inspector Rebar Sample	\$ 100
T158	Special Inspector Pachometer	\$ 100
T159	Senior Asphalt Placement Technician	\$ 110
T160	Asphalt Placement Technician	\$ 100
T161	Asphalt/Concrete Plant Technician.....	\$ 100
T162	ACI/Caltrans Technician	\$ 100
T163	Senior Soils Technician.....	\$ 115
T164	Senior Grading Inspector	\$ 105
T165	Staff Grading Inspector	\$ 100
T166	Soils Technician	\$ 100
T167	Pile Driving Inspector	\$ 115
T168	AWS Certified Welding Inspector.....	\$ 100
T169	NACE Coating Inspector	\$ 125
T170	Field Coring Technician	\$ 100
T171	Nondestructive Examination Technician, UT, MT, LP	\$ 105
T172	Structural Steel Fabrication Inspector (AWS).....	\$ 105



Schedule of Fees
Effective September 2017

	<u>Fabrication Shop Inspections</u>	<u>Cost (per hour)</u>
T173	Structural Steel Inspector (ICC/CBO)	\$ 100
T174	Structural Steel Inspector (AWS)	\$ 100
T175	Batch Plant Quality Control Technician/Inspector	\$ 100
T176	Reinforced Concrete, Prestressed Inspector	\$ 100

Field Inspector/Technician Hours

No Work Performed (Work Cancelled)..... Minimum 2-hour Charge
All field services chargeMinimum 4 and 8-hour Charge Thereafter

Regular Work Hours

First 8 hours, Monday through Friday, between 5:00 a.m. to 5:00 p.m.

Direct Project expenses outside services will be charged at Cost + 15%.

Time and One-Half

Any increment past first 8 hours through 12 hours, Monday through Friday

First 12 hours on Saturday

Shift between 3:00 a.m. and 5:00 a.m.

Double Time

Any hours past 12 hours Monday through Saturday, all day Sunday and Federal Holidays

	<u>Field Analysis</u>	<u>Cost</u>
		(per hour unless otherwise noted)
G200	Soil Boring with Hollow Stem Auger Drilling	\$ 300
G201	Backfill Boreholes with Betonite, per foot	\$ 15
G202	Backfill Boreholes with Grout, per foot	\$ 30
G203	Drumming and Disposal of Clean Cuttings	\$ 370

	<u>Mix Design Review</u>	<u>Cost</u>
D250	Review of Concrete Mix Design	\$ 150
D251	Review of Grout Mix Design.....	\$ 150
D252	Review of Mortar Mix Design	\$ 150
D253	Review of Asphalt Mix Design.....	\$ 180



Schedule of Fees
Effective September 2017

Sample Pick-Up/Hold

Cost

All hold samples are charged at the same rate as the testing rate

U303	Technician for Specimen pick up, minimum 2 hours, per hour	\$ 95
U304	Vehicle, per trip	\$ 65

Field Equipment Charges

Cost

E350	Brass Mold, each	\$ 20
E351	Concrete Air Meter, per day	\$ 40
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet), per day	\$ 10
E353	Field Vehicle Usage, per day	\$ 65
E354	Concrete/Asphalt Coring Equipment rental per hr, min 4 hrs and 8 hrs thereafter	\$ 190
E355	Fireproofing Adhesion/Cohesion, per test	\$ 15
E356	Hand Auger Equipment, per day	\$ 125
E357	Level D Personal Protective Equipment (PPE), per person per day	\$ 40
E358	Liquid Penetrating Consumables, per day	\$ 20
E359	Magnetic Particle Equipment and Consumables, per day	\$ 30
E360	Ultrasonic Equipment and Consumables, per day	\$ 55
E361	Nuclear Density Gauge Usage, per hour	\$ 15
E362	Compaction Test, per location/per test	\$ 18
E363	Portable Concrete Laboratory-not including Technicians, per day	\$ by quote
E364	Pachometer (Rebar Locator), per day	\$ 50
E365	PID Usage, per hour	\$ 30
E366	Pull Test Equipment, per day	\$ 60
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus), per day	\$ 150
E368	Schmidt Hammer, per day	\$ 40
E369	Torque Wrench, Small, per day	\$ 15
E370	Torque Wrench, Large, per day	\$ 20
E371	Torque Multiplier (Skidmore), per day	\$ 75
E372	Miscellaneous Equipment Charge	\$ by quote
E373	Vapor Emission Kit, each	\$ 45



Schedule of Fees for Laboratory Services

Concrete Tests		Cost (per test)
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	\$ 25
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	\$ 80
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	\$ 80
C403	Core Compression including Trimming (ASTM C39)	\$ 50
C404	Coring of Test Panels in Lab, each	\$ 25
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	\$ 25
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	\$ 300
C407	Modulus of Elasticity Static Test (ASTM C469)	\$ 125
C408	Unit Weight Including Lightweight Concrete	\$ 65
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	\$ 375
C410	Additional Reading, Per Set of Three Bars	\$ 45
C411	Storage Over Ninety (90) Days, Per Set of Three Bars, Per Month	\$ 35
Concrete Block, ASTM C140		Cost (per test)
C412	Compression (3 Required Per ASTM), each	\$ 50
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM), each ...	\$ 80
C414	Linear/Volumetric Shrinkage (ASTM C426)	\$ 90
C415	Web and Face Shell Measurements	\$ 35
C416	Tension Test	\$ 150
C417	Core Compression	\$ 45
C418	Shear Test of Masonry Cores: 2 Faces	\$ 70
C419	Efflorescence Test (3 Required), each	\$ 35
Laboratory Trial Batch: Cement, Concrete, Grout and Mortar		Cost (per test)
L450	All trial batch for cement, concrete, grout, mortar, etc	\$ by quote
Brick Masonry Tests		Cost (per test)
M500	Modulus of Rupture: Flexural (5 Required Per ASTM), each	\$ 40
M501	Compression Strength (3 Required Per ASTM), each	\$ 40
M502	Absorption: 5 Hour or 24 Hour (5 Required), each	\$ 40
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required), each	\$ 70
M504	Initial Rate of Absorption (5 Required), each	\$ 30
M505	Efflorescence (5 Required), each	\$ 75
M506	Core: Compression, each	\$ 50
M507	Shear Test on Brick Core: 2 Faces, each	\$ 70



Schedule of Fees
Effective September 2017

<u>Masonry Prisms</u>		<u>Cost (per test)</u>
M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 180
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	\$ 240
M510	Masonry: Cutting of Cubes or Prisms.....	\$ 60
<u>Mortar and Grout</u>		<u>Cost (per test)</u>
M511	Compression: 2" x 4" Mortar Cylinders	\$ 35
M512	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming	\$ 50
M513	Compression: 2" Cubes (ASTM C109)	\$ 50
M514	Compression: Cores (ASTM C42).....	\$ 50
M515	Mortar Expansion (ASTM C806).....	\$ 275
<u>Fireproofing Tests</u>		<u>Cost (per test)</u>
F550	Oven Dry Density	\$ 65
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	\$ 100
<u>Guniting and Shotcrete Tests</u>		<u>Cost (per test)</u>
C420	Core Compression Including Trimming (ASTM C42)	\$ 50
C421	Compression 6" x 12" Cylinders	\$ 25
C422	Compression: Cubes	\$ 30
<u>Soils and Aggregate Tests</u>		<u>Cost (per test)</u>
S600	Atterberg Limits/Plasticity Index (ASTM D4318).....	\$ 120
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	\$ 135
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	\$ 245
S603	Cleanliness Value: 1" x #4 (CTM 227)	\$ 175
S604	Cleanliness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227).....	\$ 275
S605	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 190
S606	Resistivity	\$ 100
S607	Direct Shear Test (ASTM D3080).....	\$ 245
S608	Direct Shear Test, per point	\$ 95
S609	Direct Shear Test Sample Remolding (ASTM D3080).....	\$ 35
S610	Durability Index Fine Aggregate	\$ 150
S611	Expansion Index (ASTM D4829, UBC 18-2)	\$ 145
S612	Durability Index: Coarse Aggregate.....	\$ 150
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	\$ 175
S614	Maximum Density: Check Point abrasion (ASTM D1557)	\$ 65
S615	Maximum Density: AASHTO C (Modified) (AASHTO T-180).....	\$ 190
S616	Moisture Density Rock Correction	\$ 150
S617	Moisture Content (ASTM D2216, CTM 226)	\$ 20
S618	Density: Ring Sample (ASTM D2937)	\$ 25
S619	Density: Shelby Tube Sample (ASTM D2937).....	\$ 35



Schedule of Fees
Effective September 2017

S620	Organic Impurities (ASTM C40)	\$ 85
S621	Failing Head Permeability (ASTM D2434)	\$ 225
S622	R-Value: Soil (ASTM 2844)	\$ 285
S623	R-Value: Aggregate Base (ASTM D2844)	\$ 260
S624	Sand Equivalent (ASTM D2419, CTM 217)	\$ 110
S625	Soil Classification	\$ 25
S626	Sieve #200 Wash Only (ASTM D1140)	\$ 85
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	\$ 260
S628	Sieve Analysis including Wash (ASTM C136)	\$ 150
S629	Sieve Analysis Without Wash	\$ 90
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	\$ 85
S631	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 150
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	\$ 155
S633	Unit Weight Coarse Aggregate	\$ 70
S634	Unit Weight Fine Aggregate	\$ 70
S635	Voids in Aggregate (ASTM C29)	\$ 80
S636	Unconfined Compression (ASTM D2166, CTM 221)	\$ 90
S637	LA Rattler	\$ 185
S638	pH of soil	\$ 25
S639	Pocket Penetration Test	\$ 10

Asphalt Concrete Tests

Cost (per test)

A650	Asphalt Core Density	\$ 40
A651	Extraction % AC by Ignition Oven (CTM 382)	\$ 145
A652	Gradation on Extracted Asph (ASTM D6507 and D5444, CTM 202, and CTM 382)	\$ 100
A653	Moisture Content (CTM 370)	\$ 75
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	\$ 160
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	\$ 90
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	\$ 150
A657	Sieve Analysis (ASTM D5444 and C136)	\$ 85
A658	Sieve Analysis with Wash (ASTM D5444)	\$ 130
A659	Sand Equivalent (ASTM D2419)	\$ 125
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	\$ 275
A661	Flat and Elongated Particles (ASTM D4791)	\$ 195
A662	Fine Aggregate Angularity (AASHTO T304 A)	\$ 185
A663	Maximum Density HVEEM (ASTM D1560)	\$ 200
A664	Maximum Density Marshall (ASTM D1559 and D561)	\$ 200
A665	Mix Stability (CTM 304)	\$ 200

Reinforcing Steel

Cost (per test)

R700	Bend Test: #11 or Smaller	\$ 55
R701	Bend Test: Larger Than # 11	\$ 85



Schedule of Fees
Effective September 2017

R702	Tensile Test: # 11 or Smaller	\$ 75
R703	Tensile Test: # 14.....	\$ 105
R704	Tensile Test: # 18.....	\$ 170
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C)	\$ 180
R706	Tensile Test: Mechanical Splice # 11 and Smaller	\$ 110
R707	Tensile Test: Mechanical Splice # 14.....	\$ 160
R708	Tensile Test: Mechanical Splice # 18.....	\$ 195
R709	Tensile Test: Welded # 11 and Smaller	\$ 75
R710	Tensile Test: Welded # 14	\$ 105
R711	Tensile Test: Welded # 18	\$ 170
R712	Sample Straightening for Bend or Tensile Test (if required).....	\$ 50
R713	Testing Multi-Wire Steel Prestressing Strand	\$ 270

Metal Testing

Cost (per test)

R714	Hardness Test (Rockwell) and Brinell (ASTM E18)	\$ 65
R715	Hardness Test of Nuts	\$ 75
R716	Hardness Test of Bolts.....	\$ 90
R717	Hardness Test of Washers.....	\$ 75

Concrete Coring Services

Cost (per test)

C423	Equipment Concrete (4 and 8 hour minimum), per hour	\$ 190
Individual Core Prices (all prices are for a four core minimum job):		
C424	Slab on Grade Coring for 2", 3" and 4" Diameter (first 6" depth) each.	\$ 60
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each.....	\$ 65
C426	Slab on Grade Concrete Core (price per inch after 6" depth).....	\$ 5
C427	Wall Cores 2", 3" and 4" (first 6" in depth) each	\$ 75
C428	Wall Concrete Core (price per inch after 6" in depth), per inch	\$ 5
(Wall core prices based on Contractor supplying access to area to be cored)		
Miscellaneous Concrete Coring Prices:		
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each.....	\$ 10
C430	Thickness Determination per ASTM C42, each	\$ 10
C431	Compression Strength Determination	\$ 55

Asphalt Concrete Coring Services

Cost (per test)

Alternate Individual Core Prices (all prices are for a four core minimum job):		
A661	Asphaltic Concrete Cores 2", 3" and 4" Diameter (First 6" in depth), each.....	\$ 60
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each.....	\$ 60
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	\$ 5
Miscellaneous Asphaltic Coring Prices:		
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	\$ 25



Schedule of Fees
Effective September 2017

A665	Thickness Determination per ASTM C42, each	\$ 25
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	\$ 35
A667	Specific Gravity for Determination of Percent Compaction by paraffin, each	\$ 55

EXHIBIT “B”

FEDERAL-AID CONTRACT PROVISIONS

FEDERAL-AID CONTRACT PROVISIONS

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ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on _____, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Exhibit A). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Garden Grove/ Dan Candelaria, P.E., T.E.
11222 Acacia Parkway, Garden Grove, CA 92840

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any

construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the

discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

EXHIBIT “C”

CONSULTANT CONTRACT DBE COMMITMENT

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: On-Call Construction Inspection Services
 4. Project Location: Haster Street at Lampson Avenue - HSIPL-5328(078)
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$20,000
 8. Total Dollar Amount for ALL Subconsultants: \$2,400 9. Total Number of ALL Subconsultants: 2

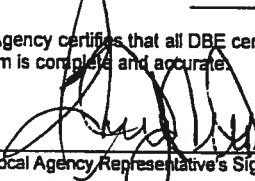
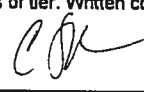
10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Inspection of steel & Concrete	41797	The Alliance Group: 213-505-0295	\$2200
Material testing	35370	AESCO Inc.: 714-375-3830	\$200
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>7164</u> 21. Federal-Aid Project Number: <u>HSIPL-5328(078)</u> 22. Contract Execution Date: <u>6-26-18</u> Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$ 2400 12.0 %
23. Local Agency Representative's Signature: <u>[Signature]</u> Dan Candelaria, P.E., T.E. 25. Local Agency Representative's Name: <u>City Engineer</u> 27. Local Agency Representative's Title:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: <u>[Signature]</u> 5/21/18 Chuck Stephan 17. Preparer's Name: <u>Vice President</u> 19. Preparer's Title:	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: On-Call Construction Inspection Services
 4. Project Location: Garden Grove Blvd. at Ninth/Nina Street - HSIPL-5328(080)
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$18,000
 8. Total Dollar Amount for ALL Subconsultants: \$2,160 9. Total Number of ALL Subconsultants: 2

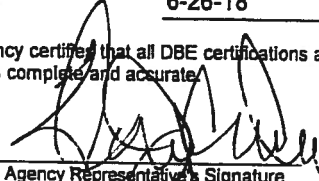

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Inspection of steel & Concrete	41797	The Alliance Group: 213-505-0295	\$1980
Material testing	35370	AESCO Inc.: 714-375-3830	\$180
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>7131</u> 21. Federal-Aid Project Number: <u>HSIPL-5328(080)</u> 22. Contract Execution Date: <u>6-26-18</u> Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  23. Local Agency Representative's Signature <u>Dan Candelaria, P.E., T.E.</u> 25. Local Agency Representative's Name <u>City Engineer</u> 27. Local Agency Representative's Title			14. TOTAL CLAIMED DBE PARTICIPATION \$2160 12.0 %
24. Date <u>5/22/18</u> 26. Phone <u>714-741-5185</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature <u>Chuck Stephan</u> 17. Preparer's Name <u>Vice President</u> 19. Preparer's Title 16. Date <u>5/21/18</u> 18. Phone <u>310-525-0678</u>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: On-Call Construction Inspection Services
 4. Project Location: Magnolia Street at Orangewood Avenue - HSIPL-5328(081)
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$19,000
 8. Total Dollar Amount for ALL Subconsultants: \$2,280 9. Total Number of ALL Subconsultants: 2

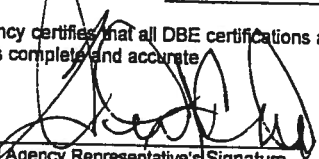
10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Inspection of steel & Concrete	41797	The Alliance Group: 213-505-0295	\$2090
Material testing	35370	AESCO Inc.: 714-375-3830	\$190
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>7132</u>	21. Federal-Aid Project Number: <u>HSIPL-5328(081)</u>	14. TOTAL CLAIMED DBE PARTICIPATION	\$2280
22. Contract Execution Date: <u>6-26-18</u>			12.0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature  Dan Candelaria, P.E., T.E.	24. Date <u>5/22/18</u>	15. Preparer's Signature  Chuck Stephan	16. Date <u>5/21/18</u>
25. Local Agency Representative's Name City Engineer	26. Phone 714-741-5185	17. Preparer's Name Vice President	18. Phone 310-525-0678
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: On-Call Construction Inspection Services
 4. Project Location: 99 Intersections Citywide - HSIPL-5328(082)
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$26,000
 8. Total Dollar Amount for ALL Subconsultants: \$3,120 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Inspection of steel & Concrete	41797	The Alliance Group: 213-505-0295	\$2860
Material testing	35370	AESCO Inc.: 714-375-3830	\$260
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>7134</u>		14. TOTAL CLAIMED DBE PARTICIPATION	\$3,120
21. Federal-Aid Project Number: <u>HSIPL-5328(082)</u>			12.0 %
22. Contract Execution Date: <u>6-26-18</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature: <u>Dan Candelaria, P.E., T.E.</u>	24. Date: <u>5/22/18</u>	15. Preparer's Signature: <u>Chuck Stephan</u>	16. Date: <u>5/21/18</u>
25. Local Agency Representative's Name: <u>City Engineer</u>	26. Phone: <u>714-741-5185</u>	17. Preparer's Name: <u>Vice President</u>	18. Phone: <u>310-525-0678</u>
27. Local Agency Representative's Title: <u> </u>		19. Preparer's Title: <u> </u>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award of contract to PTM General Engineering Services, Inc., for construction of Project Nos. 7164, 7131, 7132, and 7134 - Traffic Signal Modifications and Pedestrian Countdown Signal Heads at Various Locations. (Cost: \$939,039) (<i>Action Item</i>)		
		Date:	6/26/2018

OBJECTIVE

For City Council to award a contract to PTM General Engineering Services, Inc., for construction of Project No. 7164 Traffic Signal Modifications at Haster Street/Lampson Avenue, Project No. 7131 Traffic Signal Modifications at Garden Grove Boulevard/Ninth Street/Nina Place, Project No. 7132 Traffic Signal Modifications at Magnolia Street/Orangewood Avenue and Project No. 7134 Installation of Pedestrian Countdown Signal Heads at 99 Signalized Intersections.

BACKGROUND

Project No. 7164, 7131 and 7132 consists of modifying existing traffic signals, which includes installing new signal equipment, cabinets, poles, conduits, cables, vehicle video detection and emergency vehicle preemption systems. As part of the improvements, left-turn phasing will be provided for all directions, striping will be modified and handicap ramps will be constructed to meet ADA requirements. Project No. 7134 consists of installing 612 pedestrian countdown signal heads at 99 signalized intersections citywide.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Ten (10) qualified bids were received and opened in the City Clerk's office at 10:00 a.m. on April 12, 2018. The lowest qualified bidder is PTM General Engineering Services, Inc., with a total bid of \$939,039.00. This bid is within the

current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract - June 26, 2018
Begin Construction (estimated) - July 24, 2018
Complete Construction (estimated) - November 19, 2018

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the 2018-19 Capital Improvement Budget and is funded by federal Highway Safety Improvement Program (HSIP), Traffic Mitigation Fees and Measure "M2" Fairshare. A maximum of \$707,104.00 of HSIP federal funds have been programmed for reimbursement for the construction of Project Nos. 7164, 7131, 7132 and 7134.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to PTM General Engineering Services, Inc., in the amount of \$939,039.00, for construction of Project No. 7164 Traffic Signal Modifications at Haster Street / Lampson Avenue, Project No. 7131 Traffic Signal Modifications at Garden Grove Boulevard /Ninth Street/ Nina Place, Project No. 7132 Traffic Signal Modifications at Magnolia Street/Orangewood Avenue, and Project No. 7134 Pedestrian Countdown Signal Heads at 99 Signalized Intersections; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Ken Vu, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
CONSTRUCTION AGREEMENT	6/7/2018	Backup Material	6-26-18__PTM_for_Const_Project_7164__7131__7132_and_7134.pdf
BID SUMMARY LIST	6/7/2018	Backup Material	6-26-18_BID_SUMMARY_SHEET.pdf

SECTION 5 - AGREEMENT

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____ by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **PTM General Engineering Services, Inc.** hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated **June 26, 2018**.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for **Project No. 7164 Traffic Signal Modifications at Haster Street/Lampson Avenue, Project No. 7131 Traffic Signal Modifications at Garden Grove Boulevard/Ninth/Nina Street, Project No. 7132 Traffic Signal Modifications at Magnolia Street/Orangewood Avenue and Project No. 7134 Pedestrian Countdown Signal Heads at 99 Signalized Intersections.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **Traffic Signal Modifications and Pedestrian Countdown Signal Heads at Various Locations, City Project No. 7164, 7131, 7132 and 7134.**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **Traffic Signal Modifications and Pedestrian Countdown Signal Heads at Various Locations, City Project No. 7164, 7131, 7132 and 7134.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. The working day clock for both projects starts on the same day, fifteen calendar days after the Notice to Proceed is issued. The CONTRACTOR shall diligently prosecute the work within **eighty (80) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

- 5.6 Time is of the Essence.** Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and

SECTION 5 - AGREEMENT (Continued)

information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

- 5.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

SECTION 5 - AGREEMENT (Continued)

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall

SECTION 5 - AGREEMENT (Continued)

review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Four Hundred Dollars (\$1,400.00) per day** for each and every calendar day during which completion of the project has not been completed within **eighty (80)** working day period. CONTRACTOR agrees to pay such liquidated damages and

SECTION 5 - AGREEMENT (continued)

further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment.

CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **nine hundred thirty nine thousand thirty nine dollars and no cents (\$939,039.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of

SECTION 5 - AGREEMENT (continued)

Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Sucontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain 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 it in connection with the

SECTION 5 - AGREEMENT (Continued)

Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

5.14.6 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

5.14.7 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

5.14.7 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

SECTION 5 - AGREEMENT (Continued)

5.16 Insurance.

5.16.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, **Claims made and modified occurrence policies shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

5.16.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

5.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (**Form CG 20 26 07 04 & Form CG 20 37 07 04** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

SECTION 5 - AGREEMENT (Continued)

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (**Form CA 20 48 02 99** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

- 5.16.5** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this

SECTION 5 - AGREEMENT (Continued)

Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

If contractor maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher limits otherwise maintained by the CONTRACTOR.

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons

SECTION 5 - AGREEMENT (Continued)

(CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

SECTION 5 - AGREEMENT (continued)

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

5.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Ken Vu
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5184
(714) 741-5578 Fax*

TO CONTRACTOR:

*PTM General Engineering Services, Inc.
Attention: Elizabeth H. Mendoza de McRae
5942 Acorn Street
Riverside, CA 92504
(951) 710-1000
(951) 710-1006 Fax*

SECTION 5 - AGREEMENT (Continued)

5.22 Required Federal-Aid Contract Language. The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

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SECTION 5 - AGREEMENT (Continued)

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

SECTION 5 - AGREEMENT (Continued)

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

SECTION 5 - AGREEMENT (Continued)

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency

SECTION 5 - AGREEMENT (Continued)

will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

SECTION 5 - AGREEMENT (Continued)

The substitute DBE must be certified as a DBE at the time of request for substitution Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

SECTION 5 - AGREEMENT (Continued)

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Garden Grove.

The work shall be diligently prosecuted to completion before the expiration of 80 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract. The working day clock starts on the fifteen calendar days after the Notice to Proceed is issued.

SECTION 5 - AGREEMENT (Continued)

The Contractor shall pay to the City of Garden Grove the sum of **\$1,400.00 per day** for each and every calendar day during which completion of the project has not been completed within their **eighty (80)** working day period.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

SECTION 5 - AGREEMENT (Continued)

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD
CONTRACTS)

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SECTION 5 - AGREEMENT (Continued)

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

SECTION 5 - AGREEMENT (Continued)

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or

SECTION 5 - AGREEMENT (Continued)

disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by

special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph

SECTION 5 - AGREEMENT (Continued)

1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor,

withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being

SECTION 5 - AGREEMENT (Continued)

maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

SECTION 5 - AGREEMENT (Continued)

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

SECTION 5 - AGREEMENT (Continued)

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first

SECTION 5 - AGREEMENT (Continued)

tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

SECTION 5 - AGREEMENT (Continued)

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	14.3
177	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA CA Stanislaus	24.3
	8120 Stockton, CA CA San Joaquin	19.8
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

SECTION 5 - AGREEMENT (Continued)**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

SECTION 5 - AGREEMENT (Continued)

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

SECTION 5 - AGREEMENT (Continued)

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required

SECTION 5 - AGREEMENT (Continued)

of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section

SECTION 5 - AGREEMENT (Continued)

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

PTM General Engineering Services, Inc.

CONTRACTOR'S State License No. _____
(Expiration Date: _____)

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


Garden Grove City Attorney

Date 5-29-18

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
Engineering Division**

BID SUMMARY SHEET

FOR

TRAFFIC SIGNAL MODIFICATIONS AND PEDESTRIAN COUNTDOWN SIGNAL HEADS AT VARIOUS LOCATIONS (CITY PROJECT NO. 7164, 7131, 7132 AND 7134).

BID OPENING: DATE: April 12, 2018

TIME: 10:00 A.M.

ENGINEER'S ESTIMATE: \$ 905,000.00

	<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
1	<i>PTM General Engineering Services Inc., Riverside CA</i>	<i>\$939,039.00</i>	<i>3.76% Over</i>
2	<i>ILB Electric Inc., Riverside CA</i>	<i>\$958,385.00</i>	<i>5.90% Over</i>
3	<i>California Professional Engineering Inc., La Puente CA</i>	<i>\$972,172.00</i>	<i>7.42% Over</i>
4	<i>Crosstown Electrical & Data Inc., Irwindale CA</i>	<i>\$984,878.00</i>	<i>8.83% Over</i>
5	<i>Belco Elecnor Group Inc., Chino CA</i>	<i>\$1,017,640.00</i>	<i>12.45% Over</i>
6	<i>Calpromax Engineering Inc., Placentia CA</i>	<i>\$1,026,000.00</i>	<i>13.37% Over</i>
7	<i>Alfaro Communication Construction Inc., Compton CA</i>	<i>\$1,053,010.00</i>	<i>16.35% Over</i>
8	<i>Aldridge Electric Inc., Libertyville IL</i>	<i>\$1,083,480.40</i>	<i>19.72% Over</i>
9	<i>Asplundh Construction Corp. LLC, Willow Grove PA</i>	<i>\$1,130,344.00</i>	<i>24.90% Over</i>
10	<i>Comet Electric Inc., Chatsworth CA</i>	<i>\$1,648,071.00</i>	<i>82.11% Over</i>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award of contract to Southern Counties Oil Co. dba SC Fuels to provide fuel and fuel management for City vehicles. (\$3,000,000) (Action Item) Date: 6/26/2018

OBJECTIVE

For City Council to award a contract to Southern Counties Oil Co. dba SC Fuels to provide fuel and fuel management for city vehicles for a term of three (3) years at \$1,000,000 per year with two (2) option years at \$1,000,000 per option year.

BACKGROUND

Public Works Vehicle Maintenance is responsible for providing fuel for city vehicles and equipment for all City departments, which consume approximately 275,000 gallons of fuel per year. The City is currently operating on an emergency purchase order with AAA Oil Inc. dba California Fuels and Lubricants, after a cancellation of a long term contract with ii Fuels Inc. due to fuel delivery issues.

DISCUSSION

RFP No. S-1235 was issued on April 20, 2018. Five (5) proposals were received and opened on May 7, 2018. All proposals received were reviewed and found to be responsive. The scoring process was based on: vendor history and references, ability to meet scope of services, specifications and statement of compliance and proposed costs. The Source Selection Committee (SSC) scores are listed below.

Company Name	Vendor History & References	Scope of Services, Specs & Compliance	Proposed Costs	SSC Total Scores
Southern Counties Oil Co., dba SC Fuels	940	940	880	2760
Stan Boyett & Sons, Inc.	660	720	660	2040

AAA Oil Inc., dba CA Fuels and Lubricants	680	680	560	1920
Merrimac Petroleum Company, Inc.	640	700	520	1860
Pinnacle Petroleum	560	500	500	1560

FINANCIAL IMPACT

The financial impact is \$3,000,000 to the Fleet Operating Budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to SC Fuels, in the amount of \$3,000,000 for the purchase of fuel for city vehicles and equipment; and
- Authorize the City Manager to execute the agreement and make minor modifications as appropriate thereto on behalf of the City.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/12/2018	Backup Material	Southern_Counties_Oil_Co.__dba_SC_Fuels.pdf

AGREEMENT FOR PROVISION OF GASOLINE AND DIESEL FUEL

THIS AGREEMENT is made this _____ day of _____, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **SOUTHERN COUNTIES OIL CO., a California Limited Partnership, DBA SC FUELS**, a California limited partnership, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council approval dated _____.
2. CITY desires to utilize the services of CONTRACTOR to Monitor, Provide and Deliver fuel to the City of Garden Grove for vehicles and equipment to the following locations:
 - a. Municipal Service Center located at 13802 Newhope Street, Garden Grove, CA 92843
 - b. Garden Grove Police Department located at 11301 Acacia Parkway, Garden Grove, CA 92840
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This contract shall remain in effect for three (3) years from the date of execution with an option to extend said agreement an additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for fuel delivered to date in accordance with the Proposal which is attached as Attachment "B" and is hereby incorporated by reference. Contractor is required to present evidence to support the amount of fuel delivered.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services & Specifications. The Scope of Services & Specifications are attached as Attachment A, and are incorporated herein by reference. Proposal and this Agreement do not guarantee any specific amount of work, provided that fuel shall be delivered to the following locations:
 - a. Municipal Service Center located at 13802 Newhope Street, Garden Grove, CA 92843

- b. Garden Grove Police Department located at 11301 Acacia Parkway,
Garden Grove, CA 92840

The Scope of Services & Specifications: Attachment "A" (hereinafter referred to as CONTRACTOR's "Proposal") and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work or purchase.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) the amount of One Million Dollars (\$1,000,000.00), per year, payable in arrears and in accordance with the Proposal Pricing in Attachment "B". The total amount of this agreement shall not exceed \$5,000,000.00 over the five year term of this agreement. Pricing is to be based on the Oil Price Information Service (OPIS) Gasoline & Diesel Rack Average Daily AM prices benchmark plus the discount/adder adjustments listed in the Proposal Pricing Sheet included in Attachment "B" based on the "per gallon" amount of fuel ordered and delivered.
- 3.2 **Payment.** For fuel delivered under this Agreement, payment shall be made per invoice for fuel delivered.
- 3.3 **Records of Expenses.** Reserved.
- 3.4 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to the amount of fuel delivered.

4. **Insurance Requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 **Workers' Compensation Insurance.** For the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$5,000,000 per occurrence; coverage to include XCU (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Endorsements for primary and non-contributory.
- (b) Automobile liability in the amount of \$5,000,000 combined single limit; Policy must be endorsed to delete pollution exclusion. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Automobile pollution in an amount of \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Excess liability, following form, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

MSC 90 Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of

insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (d) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work or services performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)
SOUTHERN COUNTIES OIL CO. DBA SC FUELS
Attention: Patrick Barnecut, President
PO BOX 4159
ORANGE, CA 92863-4159
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work/Services.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work or services to be performed; (2) it has investigated the site of the work or services and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work or services under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or services as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work or services will

be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
SOUTHERN COUNTIES OIL CO., a Calif. LP
DBA SC FUELS **PWB**

By: Edward A. Wonders

Name: Edward A. Wonders

Title: CFO

Date: 6/6/18

Tax ID No. 33-0488996

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

6-11-18
Date

ATTACHMENT "A"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSAL S-1235
PROVIDE GASOLINE AND DIESEL
SCOPE OF SERVICES & SPECIFICATIONS

The City of Garden Grove seeks a contractor/vendor to provide the delivery of Unleaded Gasoline and Diesel fuel to existing underground storage tanks at the City's Municipal Service Center and Public Safety Facility.

ESTIMATED ANNUAL VOLUME OF FUEL PURCHASES

Unleaded 87 Octane – 225,000 gallons

Diesel – 32,000 gallons

Volume estimates are based on historical records.

DELIVERY LOCATIONS AND UNDERGROUND TANK SIZES

Municipal Service Center: 13802 Newhope Street, Garden Grove, CA 92843

- One (1) 20,000 gallon tank for unleaded fuel and
- One (1) 6,000 gallon tank for unleaded fuel

- One (1) 6,000 gallon tank for diesel fuel

Public Safety Facility: 11301 Acacia Parkway, Garden Grove, CA 92840

- One (1) 10,000 gallon tank for unleaded fuel

- One (1) 2,000 gallon tank for diesel fuel

DELIVERY REQUIREMENTS

Delivery must be made within two (2) working days after receipt of order. All purchases for underground storage tanks will be a full load.

Currently averaging one (1) - two (2) full load deliveries per month at both the Municipal Service Center and Public Safety Facilities.

ATTACHMENT "A"
REQUEST FOR PROPOSAL S-1235

PRICING AND INVOICING

The contract bid price shall include full compensation for providing all required services as specified in Scope of Services & Specifications. NO additional compensation will be allowed.

For purposes of payment, it shall be the Los Angeles California OPIS Gross 10AM EST Daily Rack Average with CAR report.

Pricing on the Invoices shall indicate OPIS price for day of delivery and also the price being charged to City.

Delivery rate and total delivery charge shall be separate line item and shall not be combined with fuel costs when computing sales tax.

QUALITY OF FUELS

Fuel provided must meet the latest requirements of the California Air Resources Board (CARB) Phase 2 Reformulated Gasoline and Diesel.

Only major oil company quality fuels meeting the following specifications are to be quoted and/or awarded.

Gasoline shall be unleaded regular 87 Octane minimum.

Diesel Fuel shall be Type 2 Clear.

VENDOR/SUPPLIER RESPONSIBILITY

Vendor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents. In addition, the City reserves the right to cancel the agreement of the Vendor/Supplier, notwithstanding compliance with the procedures set forth herein, delivers in a negligent manner or who, under any circumstances, causes a spill while delivering.

Vendor shall have title to and bear risk of loss of or damage to the Items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass, except for loss or damage result from Vendor's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by the City.

ATTACHMENT "A"
REQUEST FOR PROPOSAL S-1235

It is the responsibility of the Vendor/Supplier to have the delivering driver measure each fuel tank using a measuring stick as well as the City's Veeder Root system before and after each delivery.

All deliveries shall be made between **7:00 am to 5:00 pm Monday through Friday**, except when orders state that the deliveries must be made at a different time.

TEMPERATURE CORRECTION

Vendor shall correct or adjust gasoline and diesel deliveries so as to be stated, billed, and paid for on the basis of such gasoline and diesel fuel at sixty (60) degrees temperature, using methods that are accepted as being in general use for this method of adjusting volumetric quantities to temperature conditions.

MATERIAL SAFETY DATA SHEETS

In compliance with Title 8 of the California Code of Regulations (OSHA), the City requires two (2) copies of the U.S. Department of Labor – Material Safety Data sheet for item(s) purchased. The material safety data sheet shall be submitted to the using department at the time of delivery.

SOURCE GUARANTEE

Vendors who do not own refineries shall have contracts or written irrevocable commitments to contract with refiners which are capable of supplying products which meet fuel specifications in the quantities listed herein.

Contracts or commitments must guarantee supply in the required amounts for the term of any contract resulting from the RFP. Failure to include source guarantee documentation may void response if the City has no prior experience with the vendor.

RECORD KEEPING

Vendor shall maintain records of the City's purchases and make them available for audit and inspection. Vendor shall record the quantities, cost, delivery locations, and taxes for each delivery. Vendor shall provide the City with a copy of such records within ten (10) days of the City's request. Vendor shall provide the City with Quarterly and Year-End Fuel Reports (Quantity Purchased) as part of the contract.

ATTACHMENT "A"
REQUEST FOR PROPOSAL S-1235

TAXES

The City is exempt from Federal Excise taxes and no payment shall be made for any personal property taxes levied on the Vendor or on any taxes levied on employee wages.

The City will only pay for any state and local sales or use taxes on the products pursuant to this contract.

OPTIONAL ITEMS

Please provide an annual cost for providing fuel management services as part of this contract. The item listed as OPTION A in ATTACHMENT "B" will not be used to **score the pricing section of this RFP process** since it is optional for the CITY. However, at its sole discretion, the City may elect to include (OPTION A) as part of the contract based on budgeted funds. ***All proposers are required to provide pricing for OPTION A or provide an explanation as to why they are unable to provide this optional service.***

Those proposers who do not provide pricing for **all items** listed on ATTACHMENT "B"/PROPOSAL PRICING SHEET risk the chance of their proposal being deemed as NON-RESPONSIVE.

ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

Regular Unleaded Gasoline

Gasoline prices (four decimal places, i.e. 0.0000)

87 OCTANE

Bulk fuels full truck and trailer

Delivery size: 7,000+ gallons

OPIS Plus	<u>0.0000</u>	cents per gallon
Or Minus	<u>0.1310</u>	cents per gallon
Delivery	<u>0.0306</u>	cents per gallon
Other (specify)	<u>0.0000</u>	cents per gallon
Applicable Discount(s)	<u>0.0000</u>	cents per gallon
Total OPIS +	<u>-0.1004</u>	net cents per gallon

Smaller Tank less than full truck Delivery size: 3,500 – 6,999 gallons

OPIS Plus	<u>0.0000</u>	cents per gallon
Or Minus	<u>0.1210</u>	cents per gallon
Delivery	<u>0.0611</u>	cents per gallon
Other (specify)	<u>0.0000</u>	cents per gallon
Applicable Discount(s)	<u>0.0000</u>	cents per gallon
Total OPIS +	<u>-0.0599</u>	net cents per gallon

Large bulk deliveries exceeding 7,000 gallons could include a combined load of gasoline and diesel.

Please include any split load charges in the "Other" category if needed.

ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

Diesel – Type 2 Clear

Diesel prices (four decimal places, i.e. 0.0000)

Bulk fuels full truck and trailer	Delivery size: 7,000+ gallons
OPIS Plus	_____ 0.0000 cents per gallon
Or Minus	_____ 0.0360 cents per gallon
Delivery	_____ 0.0324 cents per gallon
Other (specify)	_____ 0.0000 cents per gallon
Applicable Discount(s)	_____ 0.0000 cents per gallon
Total OPIS +	_____ -0.0036 net cents per gallon

Smaller Tank less than full truck	Delivery size: 3,500 – 6,999 gallons
OPIS Plus	_____ 0.0000 cents per gallon
Or Minus	_____ 0.0260 cents per gallon
Delivery	_____ 0.0616 cents per gallon
Other (specify)	_____ 0.0000 cents per gallon
Applicable Discount(s)	_____ 0.0000 cents per gallon
Total OPIS +	_____ 0.0356 net cents per gallon

OPTION A: Fuel Management Services (Included in
 0.00 fuel pricing) per year

Please provide an annual cost for providing fuel management services as part of this contract. The above item listed as OPTION A will not be used to **score the pricing section of the RFP process/determine the lowest, responsible bidder** since it is optional for the CITY. However, at its sole discretion, the City may elect to include the above item (OPTION A) as part of the contract based on

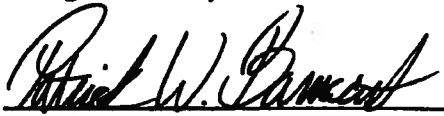
ATTACHMENT "B"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSALS S-1235
PROVIDE GASOLINE AND DIESEL
PROPOSAL PRICING SHEET

budgeted funds. ***All proposers are required to provide pricing for OPTION A or provide an explanation as to why they are unable to provide this optional service.***

Those proposers who do not provide pricing for all items listed on ATTACHMENT "B"/ PROPOSAL PRICING SHEET risk the chance of their proposal being deemed as NON-RESPONSIVE

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY:


(Signature)

714-744-7140

Telephone Number

Patrick W. Bamecut
(Type or Print Name)

President
(Title)

koepk@scfuels.com
(Email Address)

Southern Counties Oil Co., a California
Limited Partnership dba SC Fuels
(Company Name)

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP

FILE NUMBER: 199133000002
FORMATION DATE: 11/25/1991
TYPE: DOMESTIC LIMITED PARTNERSHIP
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 2, 2018.

ALEX PADILLA
Secretary of State

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading and adoption Date: 6/26/2018
of Ordinance No. 2893

Attached is Ordinance No. 2893 recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	6/21/2018	Ordinance	2893_NOVUS_Paramedic_Tax_FY_18-19.pdf

ORDINANCE NO. 2893

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST
BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX
RATE OF SAID OVERRIDE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS
FOLLOWS:

SECTION 1: In June 1974, over sixty percent (60%) of the Garden Grove voters approved an ad valorem tax override to provide emergency medical care service (Paramedic Services) to the community and thereby incurring a debt consisting of personnel and equipment payment obligations.

SECTION 2: Property taxes for indebtedness approved by the voters prior to July 1, 1978, are authorized pursuant to Section 93 of the Revenue and Taxation Code.

SECTION 3: The City Council of the City of Garden Grove hereby declares it is necessary to raise an estimated \$10,700,000 through the use of an ad valorem tax override on the taxable property within the City of Garden Grove to maintain and pay for the emergency medical care services. Such indebtedness to be paid includes personnel salaries, training costs, equipment purchases, and maintenance of all equipment acquired previously for paramedic services purpose.

SECTION 4: The tax rate for the authorized ad valorem tax override as approved by voters of all assessable real and personal property for the Fiscal Year 2018-19 shall be 8.0 cents (\$.080) per one-hundred dollars (\$100) of assessed valuation, using as a basis the value of the property as assessed and equalized by the County of Orange, State of California, and shown on the 2018-19 assessment roll of said county.

SECTION 5: This Ordinance shall exclude from Section 4 annexations of assessable, real and personal property to the City of Garden Grove after July 1, 1978, indicated by the listing on the attached document designated Exhibit "A".

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on June 12, 2018, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(6)	BEARD, O'NEILL, NGUYEN T., KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(1)	BUI

EXHIBIT "A"

Listed Annexations Finalized After July 1, 1978 and
Not Subject to Paramedic Tax Override

Annexation No./ Reorganization No.	City Resolution Number	Date Completed
1-78	5573-78	August 8, 1978
2-78	5634-78	October 24, 1978
3-78	5637-78	November 28, 1978
4-78	5670-78	November 30, 1978
5-78	5671-78	November 30, 1978
7-78	5731-79	March 30, 1979
1-79	5813-79	July 30, 1979
141	7875-96	May 29, 1996