

AGENDA



Garden Grove City
Council

Tuesday, February 25,
2020

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones
Mayor

John R. O'Neill
Mayor Pro Tem - District 2

George S. Brietigam
Council Member - District 1

Diedre 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 BRIETIGAM, COUNCIL MEMBER D. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM O'NEILL, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Aristocrat Pet Supplies as a long-standing business in the community with more than 35 years of service.
- 1.b. Recognition of the Police Department Community Impact Team as presented by Chief DaRé.

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

3. WRITTEN COMMUNICATIONS

- 3.a. Consideration of a written request from Cub Scout Pack 271 for co-sponsorship of the annual Cub Scout Pushcart Derby on Saturday, April 25, 2020. (Cost: \$5,000) (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

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

- 4.a. Adoption of the proposed legislative platform for the 2020 Legislative Session. (*Action Item*)
- 4.b. Approval of Final Parcel Map No. PM-2018-180 for property located at 10862, 10872, and 10882 Garden Grove Boulevard, Garden Grove. (*Action Item*)

- 4.c. Adoption of a Resolution declaring Willowick surplus land under the Surplus Land Act. (*Action Item*)
- 4.d. Approval of a Facility Use Agreement with Orion Sports for the operation of the outdoor hockey rink at the Chapman Sports Complex. (*Action Item*)
- 4.e. Approval of a Facility Use Agreement with Esparza Soccer Academic, Inc., to operate the soccer facility at Garden Grove Park. (*Action Item*)
- 4.f. Award of contracts to Action Southland Towing and B&D Towing to provide on-call towing service. (*Action Item*)
- 4.g. Approval of Amendment No. 2 to the agreement with Bureau Veritas Technical Assessment LLC, to provide facility condition assessment (Level 3 Accessibility - Americans with Disabilities Act). (Cost: \$47,520) (*Action Item*)
- 4.h. Appropriation of funds and approval of an Amendment to the Agreement with Axon Enterprises, Inc., for the purchase of additional equipment for the Police Department. (Cost: \$82,663.78) (*Action Item*)
- 4.i. Award a contract to Fehr & Peers, Inc., to prepare the Vehicle Miles Traveled California Environmental Quality Act Thresholds in accordance with Senate Bill 743. (Cost: \$80,400) (*Action Item*)
- 4.j. Award a contract to Dewberry Architects, Inc., to provide City Hall Security Enhancement Design Services. (Cost: \$219,925) (*Action Item*)
- 4.k. Receive and file minutes from the meeting held on February 11, 2020. (*Action Item*)
- 4.l. Receive and file warrants. (*Action Item*)

5. PUBLIC HEARINGS

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

- 5.a. Adoption of a Resolution revising the monetary penalties for violations of Vehicle Code and Municipal Code Parking Regulations. (*Action Item*)

6. ITEMS FOR CONSIDERATION

- 6.a. Award contracts to Willdan and Wallace & Associates, Inc., to provide on-call construction inspection services. (Cost: \$500,000 per contract) (*Action Item*)

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

- 7.a. Consideration to adopt a Proclamation recognizing the Todd Anglin's Home for Children and their 15th annual gala celebration

as requested by Council Member Kim Nguyen. (*Action Item*)

8. ADJOURNMENT

The next Regular City Council Meeting is Tuesday, March 10, 2020, 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:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request from Cub Scout Pack 271 for co-sponsorship of the annual Cub Scout Pushcart Derby on Saturday, April 25, 2020. (Cost: \$5,000) (<i>Action Item</i>)	Date:	2/25/2020

OBJECTIVE

For the City Council to consider a written request from Cub Scout Pack 271 requesting co-sponsorship of the annual Cub Scout Pushcart Derby event on Saturday, April 25, 2020.

BACKGROUND

The Cub Scout Pack 271 is a non-profit organization based in Garden Grove. Each year, the Cub Scout Pack coordinates a Pushcart Derby event that requires the closure of Springdale Street south of Lampson Avenue. The event is open to all of the Cub Scouts in Garden Grove and Orange County.

DISCUSSION

The Cub Scout Pack 271 is requesting City Council approval for co-sponsorship of the annual Cub Scout Pushcart Derby event that will be held on Saturday, April 25, 2020.

FINANCIAL IMPACT

Co-sponsorship for the annual Cub Scout Pushcart Derby will have an impact on the City's General Fund. The cost to provide staff support required to close city streets for this event is approximately \$5,000. These expenses will be absorbed within the current Police department budget since this is considered a legacy event.

RECOMMENDATION

It is recommended that the City Council:

- Consider the Cub Scout Pack 271 request for co-sponsorship of the annual Cub Scout Pushcart Derby event on Saturday, April 25, 2020.

By: Janet Pelayo, Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request from Cub Scout Pack 271	2/4/2020	Letter	Written_Request_- _Cub_Scouts_Push_Cart_Derby_2020.pdf



**WEST GARDEN GROVE CUB SCOUT PACK 271
18TH ANNUAL CUB SCOUT PUSH CART DERBY
GARDEN GROVE, CALIFORNIA**

January 31, 2020

Honorable Mayor Steve Jones
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, California 92842

RE: 18th Annual Cub Scout Pushcart Derby

Dear Mayor Steve Jones,

On behalf of all of the Cub Scout organizations residing in Garden Grove and Orange County, I am writing to invite the City of Garden Grove to again co-sponsor the 18th Annual Cub Scout Pushcart Derby and waive all fees for city staff support.

The event is scheduled to take place on Saturday, April 25th, 2020, and will require the closure of Springdale Street south of Lampson. Pack 271 will coordinate the event and plan to keep the event open to all Cub Scouts in Garden Grove and Orange County. In the past, the street has been closed from ~7:00 a.m. and reopened at 4:00 p.m. We do not plan to deviate from that schedule.

Cub Scout Packs and Boy Scout Troops are family programs designed for boys ages 6 to 18. Our primary objective has always been to continue the mission of Boy Scouts of America in preparing young people to make ethical and moral choices over their lifetime by instilling in them the values of the Scout Oath and Scout Law. In pursuing this mission, our Scout organization has continually sought to offer and provide a full, rich program; varied and exciting for the boys, with activities that will positively affect and influence their growth and development. With your help, the 2020 Cub Scout Pushcart Derby will be a fun, exciting and very positive event for many of our Cub Scouts and their families in Garden Grove and the Orange County area. We extend our deepest appreciation for your support of Scouting within our community.

If you need any further information, please feel free to contact me at 562-522-3190.

Sincerely,

Geoff Tackney
Cub Master Pack 271
Pack 271 Cub Scout Pushcart Derby Chairman
11851 Manley Street.
Garden Grove, CA 92845
Geoff@gmtrealestate.com

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Adoption of the proposed legislative platform for the 2020 Legislative Session. (<i>Action Item</i>)	Date:	2/25/2020

OBJECTIVE

To provide a proposed legislative advocacy platform for the 2020 Legislative Session for City Council consideration and approval.

BACKGROUND

Each year, the State Legislature and United States Congress consider several hundred legislative proposals, many of which may have a significant impact on the City. To increase the efficiency and effectiveness of the City's legislative advocacy program, the City Council periodically adopts an updated legislative platform, which serves as the foundation for the City's advocacy strategy. Adoption of the legislative platform allows the Mayor or City Manager to send letters to the Legislature and Congress consistent with the platform. Additionally, the platform provides a vehicle for summarizing the City Council's positions on various priority issues without precluding the consideration of additional legislative and budget issues that arise during the legislative session.

DISCUSSION

With the California 2020 Legislative Session recently underway, staff has reviewed and updated the City's current legislative platform. The proposed legislative platform is similar to the prior platform, with the addition of several items that have been identified by City departments as important new advocacy issues, and the elimination of a few items that are no longer priorities. The new items are identified by bold text.

Once adopted by the City Council, the platform will be used by staff to respond to legislative proposals. Utilizing this pre-approved list will allow the City to take timely action on top priority bills. Additionally, the list will be used in ongoing discussions with elected officials serving Garden Grove regarding the City's priorities and concerns. The legislative platform will guide the City until a subsequent

platform is adopted by the City Council.

FINANCIAL IMPACT

There is no direct impact.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached legislative platform for the 2020 Legislative Session.

By: Shawn Park, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
2020 Legislative Platform	2/20/2020	Backup Material	2020_Legislative_Advocacy_Platform.pdf

CITY OF GARDEN GROVE
LEGISLATIVE PLATFORM
2020 LEGISLATIVE SESSION

FINANCE

1. Oppose new unfunded state and federal mandates, and support full cost reimbursement of existing mandates.
2. Oppose legislation that shifts tax revenues away from local governments without the adequate provision of a constitutionally guaranteed backfill to offset the lost revenues.
3. Support generation, protection and timely allocation of local funding distributed by the state.
4. Support legislative efforts to update the local government tax structure to respond to changes in the economy including developing policy options for responding to the erosion of the major local government revenue sources resulting from the expansion of e-commerce, increased consumption of retail services rather than goods, changing patterns of commerce and innovations in technology.

PUBLIC SAFETY

1. Support measures that encourage community safety and well-being.
2. Support legislative efforts to grant state and federal funding to supplement local law enforcement and fire suppression to facilitate the efficient delivery of public safety services and to provide equipment to maintain the safety, security and quality of life for Garden Grove residents.
3. Support legislation that protects Community Oriented Policing Services (COPS) funding and provides for additional funding for local agencies to recoup the costs of crime and increase community safety.

4. Oppose any legislation that would limit or restrict the City's ability to collect fees for the expense of an emergency response (e.g., non-resident medical aid fee)
5. Support legislation that preserves City rights to deliver emergency medical services pursuant to Health and Safety Code 1797.201.
6. Support legislation and grants that provide funding for equipment upgrades, training and capital improvements, including funding to enhance Emergency Operation Centers.
7. Support legislative efforts to improve fire suppression and prevention, hazardous materials mitigation, emergency medical services, and disaster preparedness initiatives.
8. Support legislation that seeks to reimburse local governments and fire agencies for overtime costs, training, and equipment, paid to and for fire suppression personnel who are fighting statewide wildland fires, attending regional trainings, and promoting interoperability through the upgrade and replacement of outdated equipment.
9. Oppose attempts to eliminate local control of alcohol beverage establishments.
10. Support funding for community-based gang diversion programs.
11. Oppose any further legislative attempts at early release of incarcerated prisoners and further de-criminalization of "non-violent" offenses.
- 12. Support legislation that reforms criminal justice laws that have eroded public safety protections of California residents.**
- 13. Protect public safety by reducing access to firearms by the mentally ill.**
- 14. Support additional tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation and human trafficking.**
15. Support legislation that provides tools and resources cities need to respond to changes in statewide criminal sentencing policies (i.e., AB 109, Proposition 47, Proposition 57).

16. Support legislation to provide for local regulation and control of massage establishments.
17. Support legislation that protects local priorities **pertaining to regulations involving the Adult Use of Marijuana Act.** ~~during development of regulations to implement the Adult Use of Marijuana Act.~~

COMMUNITY SERVICES

1. Support legislation and grants to fund parks, recreation and capital improvements, and programs to increase the quality of life for Garden Grove residents.
2. Support funding for community-based efforts to address the social, recreational and developmental needs of youth.

EMPLOYEE RELATIONS

1. Oppose imposition of new or enhanced mandated employee benefits, including the mandatory expansion of benefits to part-time employees or retirees.
2. Oppose any reduction in local control over public employee disputes, or imposition of regulations of an outside agency.
3. Oppose any measure expanding public employees' ability to strike.
4. Support continued workers compensation reforms to prevent fraud and abuse of the workers' compensation system.
5. Support workers' compensation reforms that protect the ability of employers to challenge the work-relatedness of illnesses claimed by public employees in workers' compensation cases, and to overcome presumptions that illnesses are work related.
6. Oppose any efforts to expand the length of "4850" time for safety employees on industrial injury leave.

7. Oppose any measures designed to insert state control or influence over the municipal bankruptcy process as a way to prevent the renegotiation of financially unsustainable labor agreements.
8. Oppose any state legislation that would mandate interest arbitration in labor disputes.
9. Support responsible ~~implementation of recent~~ pension reforms **and prudent policies** by CalPERS, ~~as well as the adoption of additional pension, other post-employment benefits (OPEB) and related reforms~~ to better manage the long-term growth of unfunded pension and OPEB liabilities and reduce the risk of fiscal and service level insolvency.

ENVIRONMENTAL QUALITY

1. Support measures which provide for cooperative efforts to reduce air pollution through the reduction of actual emissions, rather than vehicle trips and vehicle miles traveled.
2. Support measures that maintain and enhance local decision making authority, where appropriate, in the development and implementation of air quality attainment strategies.
3. Support measures that maintain and enhance local authority and flexibility to regulate solid waste and recyclables.
4. Support measures to increase water supply, encourage conservation of water resources and improve drinking water quality in the region.
5. Support state, federal or other funding for water reuse technologies, drought related infrastructure improvements, **and water quality improvements.**
6. Support measures to provide for and promote the use of reclaimed water.
7. Oppose efforts to make all National Pollution Discharge Elimination System (NPDES) permits the same. Requirements of Los Angeles or San Diego permits may be too onerous or not applicable. Orange County's permit should be tailored to our region/watershed.

8. Support State General Fund subventions and Bond revenue to cities for local and regional efforts that educate the public on urban runoff, which provide for long-term capital improvements (e.g., storm drain diversions and filters), and which encourage municipalities to implement Urban Runoff Best Management Practices at the local level.
9. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal Regulations and/or are outside their jurisdictional authority to impose or enforce.
10. Oppose environmental regulations for which the costs of regulation, both direct and indirect, significantly exceed the benefits or provide only minimal protections.

HOUSING

1. Oppose any reduction in the housing or community development authority of municipalities.
2. Support the provision of legislative authority for local governments to implement reasonable housing occupancy standards.
3. Support increased state and federal funding and support to provide additional shelter and services to California's homeless, including funding of community-based local efforts to address the homelessness problem.
4. Oppose any reductions to the Section 8 Housing Choice Voucher Program and support full program funding.
5. **Support legislation that provides cities with financial tools to increase construction of housing and ensure cities retain flexibility based on size, geography, demographics, impact mitigation, and land use needs of each community.**

COMMUNITY & ECONOMIC DEVELOPMENT

1. Support the doctrine of "home rule" and the local exercise of the police power in local land use and oppose any legislation that is inconsistent with this

position, or requires a federal, state and/or county entity to develop model planning practices and policies.

2. Support efforts to expand economic development tools and reduce regulation, including advocating for new tax increment financing and other economic development tools and supporting reductions in burdensome state regulations, to support job creation and a stronger economy.
3. Oppose Federal legislation that would reduce funds dedicated to the Community Development Block Grant **and the HOME Investment Partnership** Programs.
4. Support legislation that provides local agencies with regulatory tools related to short-term rentals, recovery homes, and other uses in residential areas that have the ability to affect quality of life.

REGIONAL ISSUES

1. Oppose new authority for sub-regional or regional bodies that infringe on municipal authority.
2. Oppose the creation of new levels of regional government.
3. Support measures to achieve fair and proportionate representation on countywide and regional boards.

TRANSPORTATION & INFRASTRUCTURE

1. Support legislation that expands infrastructure and transportation investment.
2. Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities (e.g., Gas Tax, M2, State bond funds).
3. Support increased local discretionary authority to expend transportation funds.
4. Support measures that ensure Orange County cities receive their fair share of transportation revenues.
5. Support implementing legislation that enables faster, more efficient delivery of transportation projects.
6. Support efforts to secure funding for **expansion of** the OC Street Car (~~Santa Ana-Garden Grove Fixed Guideway~~) project.
7. Support new and innovative revenue options and resources to finance critical infrastructure maintenance and construction needs for our transportation, water supply, wastewater, stormwater and other critical infrastructure systems.

LIABILITY EXPOSURE

1. Support reform of California tort law to curtail unreasonable liability exposure for cities.
2. Support reform of the California tort law system to facilitate the ability of cities to obtain affordable insurance.

MISCELLANEOUS

1. Support legislation that allows cities to effectively address the problem of abandoned shopping carts located in the public right-of-way, including recovery of reasonable related costs.

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 Parcel Map No. PM-2018-180 for property located at 10862, 10872, and 10882 Garden Grove Boulevard, Garden Grove. (*Action Item*) Date: 2/25/2020

OBJECTIVE

To receive City Council approval for Final Parcel Map No. PM-2018-180 for the property located on the south side of Garden Grove Boulevard between Century Boulevard and Euclid Street at 10862, 10872 and 10882 Garden Grove Boulevard, Garden Grove.

BACKGROUND

On January 17, 2019, pursuant to the attached Planning Commission Resolution No. 5943-19, the Applicant received approval of Site Plan No. SP-061-2019 and Tentative Parcel Map No. PM-2018-150, which has been corrected by the County to PM-2018-180. The proposed Final Parcel Map PM-2018-180 eliminates the existing lot lines and consolidates the three (3) contiguous parcels into one (1) parcel in order to facilitate the construction of the proposed 9,229 square foot building for professional and medical offices.

DISCUSSION

The initial number PM-2018-180 was issued as PM-2018-150 by the County by mistake. During plan-check submittal after the City's Planning Commission approved the tentative map, the County corrected the number to PM-2018-180.

The conditions of approval require the applicant to be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties (centerline and corner) and benchmarks located within the limits of the project. To guarantee the protection and re-establishment of all the monuments of the subject development the developer has opted to provide a deposit in the form of cashier's checks.

Staff has reviewed all the subdivision documentation mandated by city ordinances, conditions of approval, and the Subdivision Map Act and finds this map to be in compliance. The owner has complied with all conditions of the Tentative Parcel Map.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Parcel Map No. PM-2018-180.

By: Kamyar Dibaj, Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Planning Resolution No. 5943	1/29/2020	Resolution	Plan_Reso_5943-19.DOC
Copy of monumentation check PM 2018-180	1/29/2020	Backup Material	monumentationPM-2018-180_cc.pdf
PARCEL MAP	2/6/2020	Backup Material	PM_2018-180.pdf

RESOLUTION NO. 5943-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-061-2019 AND TENTATIVE PARCEL MAP NO. PM-2018-150, FOR A PROPERTIES LOCATED ON THE SOUTH SIDE OF GARDEN GROVE BOULEVARD BETWEEN CENTURY BOULEVARD AND EUCLID STREET, AT 10862, 10872, AND 10882 GARDEN GROVE BOULEVARD, ASSESSOR'S PARCEL NOS. 099-091-37, 099-091-04, AND 099-091-05.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on January 17, 2019, does hereby approve Site Plan No. SP-061-2019 and Tentative Parcel Map No. PM-2018-150, for parcels of land located on the south side of Garden Grove Boulevard between Century Boulevard and Euclid Street, at 10862, 10872, and 10882 Garden Grove Boulevard, Assessor's Parcel Nos. 099-091-37, 099-091-04, and 099-091-05.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-061-2019 and Tentative Parcel Map No. PM-2018-150, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Darren Nguyen for JC Financial Enterprise, Inc.
2. The applicant is requesting Site Plan approval to demolish an existing 2,500 square foot structure and site improvements to facilitate the development of a new two-story, 9,229 square foot building for professional and medical offices, along with related site improvements that include 41 on-site parking spaces, landscaping, and related improvements, on three (3) currently improved parcels with a total land area of 23,393 square feet located at 10862, 10872, and 10882 Garden Grove Boulevard (APN: 099-091-37, 099-091-04, 099-091-05). To facilitate the project, the applicant is also requesting approval of a Tentative Parcel Map to consolidate the three (3) contiguous parcels into one (1) parcel.
3. The proposed project is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines (14 Cal. Code Regs., Section 15303).
4. The subject site has a General Plan Land Use designation of Residential/Commercial MU1 and is zoned GGMU1 (Garden Grove Boulevard Mixed Use 1).
5. Existing land use, zoning, and General Plan designation of property within the vicinity of the subject site have been reviewed.
6. Report submitted by City staff was reviewed.

7. Pursuant to a legal notice, a public hearing was held on January 17, 2019, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of January 17, 2019, and

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 subject site is comprised of three (3) contiguous developed parcels with a total land area of 23,393 square feet, located on the south side of Garden Grove Boulevard between Century Boulevard and Euclid Street. Parcel 099-091-37, located at 10862 Garden Grove Boulevard, is developed with an approximately 2,500 square foot structure and a detached 3,200 square open patio. Parcel 099-091-04 and Parcel 099-091-05, located at 10872 and 10882 Garden Grove Boulevard, are both developed as a paved parking lot.

The subject site has a General Plan Land Use Designation of Residential/Commercial MU1 and is zoned GGMU1 (Garden Grove Boulevard Mixed Use 1). The property abuts CCSP-DC 30 (Community Center Specific Plan – District Commercial 30), zoned property to the north across Garden Grove Boulevard, GGMU1 (Garden Grove Mixed Use 1) to the east and the west, and residential PUD-125-10 zoned property to the south across Sonoma Lane.

As of 1998, the subject site operated as a retail home improvement supply business. Currently, the site is being occupied as a retail home improvement business.

The Applicant is requesting Site Plan approval to demolish an existing 2,500 square foot structure and site improvements and is proposing to develop a new two-story, 9,229 square foot building for professional and medical offices, along with related site improvements that include 41 on-site parking spaces, landscaping, and related improvements, on three (3) currently improved parcels with a total land area of 23,393 square feet located at 10862, 10872, and 10882 Garden Grove Boulevard (APN: 099-091-37, 099-091-04, 099-091-05).

Additionally, the Applicant is requesting a Tentative Parcel Map approval to consolidate the three (3) contiguous parcels into one (1) parcel.

Site Design and Circulation

The site plan is designed with the building situated on the north side of the subject site. Vehicular access to the subject site will be via a new "right-in" and "right-out" 30'-0" wide driveway approach designed with a 20'-0" long stamped concrete driveway throat off of Garden Grove Boulevard that meets current City standards. The parking lot layout is "S" shaped with a 25'-0" wide drive aisle beginning off of Garden Grove Boulevard and meandering through the site and exiting onto Sonoma Lane on the south portion of the subject site. The drive aisle accommodates two-way vehicle circulation to provide access to the double-loaded perpendicular parking areas, and accommodates access and radius turns for trash trucks, delivery trucks, and emergency vehicles. The building is designed with a porte-cochere on the east side of the parking lot with the required fire truck height clearance of 13'-6".

The pedestrian path-of-travel begins at the public right-of-way and onto the subject site via four (4) ADA compliant walkways adjacent to the garden plaza areas and leading directly into the ground/first floor tenants' entrances. The perimeter and selected interior areas of the site plan will be landscaped and a trash enclosure will be provided on the southwest section of the site. The subject site will be illuminated with wall pack light standards.

Floor Plan

The building will be a two (2) story structure with partial tuck under parking, 41'-10" high, with nine (9) tenant spaces, ranging in floor size from 804 to 2,170 square feet, each designed with an ADA unisex restroom. The ground/first floor consists of four (4) tenant spaces, two (2) at 912 square feet each and two (2) tenant spaces that will be combined as one (1) space for a total of 2,170 square feet and a covered public open area. Each tenant space is designed with an entrance off of Garden Grove Boulevard and an entrance off of the on-site parking area.

Stairwells at each end of the building lead up to the second floor to five (5) tenant spaces, one (1) at 804 square feet, two (2) at 912 square feet, and two (2) tenant spaces that will be combined as one (1) space for a total of 2,170 square feet. Each tenant space is designed with an entrance off of the open passageway and the public terrace space (a non-usable space and not counted toward parking).

Building Elevations:

The proposed building is designed in a Greek Revival architectural style. The building's elevations consist of a single mass, horizontal, with multiple openings that create an overall visual interest. The roof is designed as a hipped roof with concrete "S" tiles. As required by the Zoning Code, the first floor commercial

façade has 18-foot high ground floor spaces with large storefront windows screened with multiple arch way openings leading to the tenant space entries, walkways, stairwells, parking area, and public right-of-way. The second floor consists of multiple rectangular window openings that are capped with a decorative crown. At the beginning of the roof line is a perimeter cornice line that is emphasized with a wide band of trim. The front and rear entrances are designed with full-height porches supported by prominent Corinthian columns and capped with a decorative triangular gable.

Parking:

A total of forty-one (41) on-site parking spaces will be provided, which satisfies the minimum number of parking spaces required for the proposed uses under the City's Municipal Code.

Landscaping:

The proposed landscaping satisfies the requirements of Chapter 9.18 of the City's Municipal Code. Ten percent of the total net developable site area, or 2,177 square feet, is proposed to be landscaped. In addition, 289 square feet of landscaping is proposed in the front setback area, and 335 square feet of landscaping is proposed in the rear setback area. The required 1,000 square feet of garden plaza off of Garden Grove Boulevard and the minimum of 25% plaza landscaping will be provided, along with the required parkway, columnar, and setback canopy trees. As a condition of approval, the applicant is required to submit a complete and detailed landscaping and irrigation plan that complies with the landscaping requirement of Title 9 of the Municipal Code to the City for review and approval prior to the issuance of building permits.

FINDINGS AND REASONS:

SITE PLAN:

All findings for approval of the proposed Site Plan required under Section 9.32.030.D.3 (Site Plan) of the Garden Grove Municipal Code can be made.

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 Residential/Commercial MU1 and is zoned GGMU1 (Garden Grove Boulevard Mixed Use 1). The proposed project of nine (9) commercial tenant spaces along the Garden Grove Boulevard frontage meets the intent of the Residential/Commercial MU1 General Plan Land Use designation, which calls

for commercial uses with structures that have a human scale with pedestrian-friendly streetscapes along with articulated buildings. The proposal is also consistent with several policies from the General Plan's Land Use Element, including Policy LU-1.3, to encourage a wide variety of commercial services, and Policy LU-1.4, to encourage active and inviting pedestrian-friendly street environments that include a variety of uses.

The proposed 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 GGMU-1 zone to allow a commercial project on the subject site along Garden Grove Boulevard. The design of the site, placement of the buildings, the garden plaza areas, the number of on-site parking spaces, on-site circulation, and the landscape areas are all consistent with the development standards of the GGMU-1 zone.

2. The project will 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 vehicular and pedestrian access, on-site vehicular circulation, loading and unloading areas, and off-street parking. The proposed project has been designed with a new "right-in" and "right-out" 30'-0" wide driveway approach designed with a 20'-0" long driveway throat off of Garden Grove Boulevard. The on-site vehicular circulation is designed with a 25'-0" wide drive aisle for two-way vehicle circulation beginning off of Garden Grove Boulevard and meandering through the site providing access to the double-loaded perpendicular parking areas and exiting onto Sonoma Lane. The vehicle circulation accommodates access and radius turns for trash trucks, delivery trucks, and emergency vehicles. The project has been designed to meet the parking requirements of the Municipal Code with a total of 41 parking spaces.

The pedestrian path-of-travel begins at the public right-of-way and onto the subject site via four (4) ADA compliant walkways adjacent to the garden plaza areas and leading directly into the tenants' entrances.

Furthermore, the City's Traffic Engineering Division and the City's Fire Department has reviewed the plans, and all appropriate conditions of approval have been incorporated to eliminate any adverse impacts to surrounding streets.

3. The project 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. Street improvements to be made as part of the project include one (1) vehicle access point located off of Garden Grove Boulevard at a width of 30'-0", along with a 20'-0" long driveway throat. The proposed commercial 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 existing and adequate to accommodate the development.

The proposed development will provide landscaping and proper grading of the project site to improve on-site drainage.

The City's Public Works Department has reviewed the proposed project, and all appropriate conditions of approval have been incorporated to minimize any adverse impacts to surrounding streets and alleys, utilities and drainage channels.

4. The Project will not adversely impact the Public Works Department's ability to perform its required function.

The proposed project requires various on- and off-site improvements, including requiring a new 30-foot driveway and grading improvements. The applicant has worked with the Public Works Department on the location of the water lines, water meters, and sewer line. The Public Work's Department has reviewed the Project and has incorporated conditions of approval that will minimize any adverse impacts.

5. The project is compatible with the physical, functional, and visual quality of the neighboring uses and desirable commercial area characteristics.

The proposed project has been designed to consider building placement and appearance, access, circulation, landscaping, parking, and other amenities in order to create an attractive environment that will be an enhancement to the commercial area and is compatible with the physical, functional, and visual quality of the commercial area uses and desirable commercial area characteristics. The large storefront windows, multiple archway openings, the front entrance designed with full-height porch supported by Corinthian columns and capped with a decorative triangular gable, and the tall ceiling heights of the commercial storefronts create interest along the sidewalk. The project is located between a medical and a home improvement building and its classic Greek Revival architectural design will enhance the area. 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 agreements for the protection and maintenance of all landscaping will be achieved.

6. That 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 proposed project has been designed to meet the GGMU-1 zone development standards for a commercial building. The project has been designed with consideration to the building's architectural appearance, building placement, form, function, circulation, landscaping, signage, as well as other amenities, such as garden plaza areas and pedestrian path gateways to achieve an attractive environment. The proposed project will construct a new building and provide a commercial use that will be both modern and productive. The proposed project may be the catalyst to inspire adjacent business or property owners to enhance the commercial area.

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.

TENTATIVE TRACT MAP:

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

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

The proposed tentative parcel map will consolidate three (3) contiguous parcels into a single parcel to facilitate a development project consisting of a multi-story building with nine (9) commercial tenant spaces along Garden Grove Boulevard, with a Floor Area Ratio of 0.4. The subject parcels each have a General Plan Land Use designation of Residential/Commercial Mixed Use 1, which is intended to provide for a mix of higher density residential and commercial uses and allows a Floor Area Ratio up to 1.0 for non-residential uses. The size of the lot created by the parcel map will accommodate the new building and provide for sufficient setbacks, landscaping, parking spaces, and adequate vehicular and pedestrian circulation. Land Use designation and is consistent with several policies from the General Plan's Land Use Element including Policy LU-1.3, to encourage a wide variety of commercial services, and Policy LU-1.4, to encourage active and inviting pedestrian-friendly street environments that include a variety of uses.

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

The proposed tentative parcel map will consolidate three (3) contiguous parcels into a single parcel to facilitate a development project consisting of a multi-story building with nine (9) commercial tenant spaces along Garden Grove Boulevard, with a Floor Area Ratio of 0.4. The subject parcels each have a General Plan Land Use designation of Residential/Commercial Mixed Use 1, which is intended to provide for a mix of higher density residential and commercial uses and allows a Floor Area Ratio up to 1.0 for non-residential uses. The proposed use is permitted in the GGMU-1 zone, which is consistent with the Residential/Commercial General Plan Land Use Designation. The design and improvement of the subject site, as conditioned, will be consistent with the spirit and intent of the General Plan provisions for the parcel location, proximity to similar uses, lot width, and overall depth. In addition, the proposed improvements are consistent with several policies from the General Plan's Land Use Element including Policy LU-1.3, to encourage a wide variety of commercial services, and Policy LU-1.4, to encourage active and inviting pedestrian-friendly street environments that include a variety of uses.

3. The site is physically suitable for the type of development and complies with the spirit and intent of the Municipal Code.

The consolidation of three (3) parcels into one (1) parcel will create a new parcel with a total lot size of 23,393 square feet. The new parcel is large enough to ensure that the proposed project meets all applicable provisions of the City of Garden Grove Municipal Code. The project complies with the minimum lot size and lot width required in the GGMU-1 zone. The project also complies with the required building setbacks, the required parking, and the required landscaping for the zone.

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 subject site is located in a developed urban area, and the proposed improvements are not anticipated to impact any existing fish or wildlife habitat.

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

The proposed project is categorically exempt from CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines (14 Cal. Code Regs., Section 15303).

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

The consolidation of the parcels will create a site that is adequate in size and shape to accommodate the proposed development of a new commercial structure with nine (9) commercial spaces and a Floor Area Ratio of 0.3 and meet all the development standards and City requirements for the GGMU-1 zone. The combined site is large enough to accommodate the proposed project with sufficient parking, street access, landscaping, and pedestrian access.

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

The proposed parcel map will consolidate three (3) contiguous lots into a single lot. The proposed improvements are typical of similar-sized developments in City. The project has been reviewed by all City Departments to determine that serious public health problems are not likely and the appropriate conditions of approval have been imposed to assist safeguarding the public health.

8. That the design of the subdivision and the proposed improvements will not conflict with easements of record or easements 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 commercial subdivision creates a suitable environment for the proposed professional and medical office uses and meets all applicable zoning regulations. The consolidation of the parcels will enable the project to comply with the required minimum lot size, lot frontage, building setbacks, floor area ratio, landscaping, and parking, and other development standards of the GGMU-1 zone and with the spirit and intent of the zoning regulations.

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 design of the subdivision accommodates a future commercial development that can take advantage of passive or natural heating and cooling opportunities by architectural means such as roof covered public open spaces and the provision of landscaping that includes a variety of tree sizes and canopies.

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 façade and streetscape along Garden Grove Boulevard and providing modern commercial tenant spaces within walking distance of residential, retail, restaurants, and parks. The Tentative Parcel Map (PM-2018-150) is to consolidate three underlying parcels into a single parcel and create nine (9) commercial tenant spaces. The lot size is similar to other commercial developments in the area and the unit sizes are typical of current market trends. The subdivision meets the intent of the General Plan and Garden Grove Mixed Use 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. Conditions of Approval have been included to 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 (SP-061-2019) and Tentative Parcel Map (PM-2018-150) 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 following conditions of approval, attached as "Exhibit A," shall apply to Site Plan No. SP-061-2019 and Tentative Parcel Map No. PM-2018-150.

Adopted this 17th day of January 2019

ATTEST:

/s/ LALA TRUONG
VICE CHAIR

/s/ ROSEMARIE JACOT
RECORDING SECRETARY

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

I, ROSEMARIE JACOT, 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 January 17, 2019, by the following vote:

AYES:	COMMISSIONERS:	(5)	LAZENBY, LEHMAN, NGUYEN, SALAZAR, TRUONG
NOES:	COMMISSIONERS:	(1)	KANZLER
ABSENT:	COMMISSIONERS:	(0)	NONE

/s/ ROSEMARIE JACOT
RECORDING 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 February 7, 2019.



EAST WEST BANK

Member FDIC

135 N. LOS ROBLES AVE., PASADENA, CA 91101

CASHIER'S CHECK

NOTICE TO CUSTOMERS: The purchase of an indemnity bond will be required before any cashier's check issued by this bank will be replaced or refunded in the event it is lost, stolen or destroyed for a period of 90 days from issuance date.

813015830

January 27, 2020

16-7038/3220

PAY TO THE ORDER OF *City of Garden Grove*

*****4,000.00

FOUR THOUSAND DOLLARS AND ZERO CENTS

Jc Financial Enterprise

CASHIER'S CHECK

EAST WEST BANK
VOID AFTER 90 DAYS

OVER \$25,000 REQUIRES TWO SIGNATURES

⑈813015830⑈ ⑆322070381⑆ 4593400015⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK AND TOUCH SENSITIVE INK ON THE BACK. HOLD AT AN ANGLE TO VIEW

ACCEPTED AND FILED AT THE
REQUEST OF
LAWYERS TITLE COMPANY

DATE _____ TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER

PARCEL MAP NO. 2018-180

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 4, LOT 5, LOT 6 AND LOT 7, EXCEPTING THE WESTERLY 25 FEET OF LOT 7 AND INCLUDING THE WEST 5 FEET OF
LOT 3 IN BLOCK "A" OF COOK'S ADDITION TO GARDEN GROVE PER MAP FILED IN BOOK 8, PAGE 9 OF MISCELLANEOUS MAPS, IN THE CITY OF
GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DMS CONSULTANTS, INC. WILLIAM A. PATAPOFF, R.C.E. 24987

SEPTEMBER 2018

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2018-180
NUMBER OF PARCELS: 1
TOTAL ACRES: 26.996 SQFT= 23.395 SQFT.
GROSS= 26.996 SQFT= 23.395 SQFT.
DATE OF SURVEY: SEPTEMBER 2018
SCALE: 1"=60'

OWNERSHIP CERTIFICATE

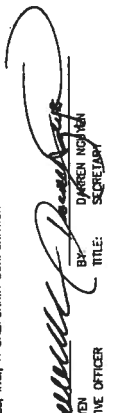
WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST
IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION
OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE AS AN EASEMENT TO THE PUBLIC FOR STREET AND UTILITY
PURPOSES: GARDEN GROVE BOULEVARD.

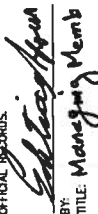
WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE A BLANKET EASEMENT
FOR INSPECTION ACCESS FOR WATER QUALITY FOR MONITORING PURPOSES AND
REPORTING.

- WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:
1. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHTS TO SURFACE ENTRY;
 2. ALL VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BOULEVARD AND ALLEY,
EXCEPT AT APPROVED ACCESS LOCATIONS.

OWNER:
JC FINANCIAL ENTERPRISES, INC., A CALIFORNIA CORPORATION

BY: 
HUGH NGUYEN
TITLE: DEPUTY EXECUTIVE OFFICER

BENEFICIARY:
LA LEGENDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A
TRUST AGREEMENT DATED 08/14/2018 AS INSTRUMENT NO. 2018000255992 OF
OFFICIAL RECORDS.

BY: 
TITLE: Managing Member

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
ENGINEER OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD
ON THE _____ DAY OF _____, 2020, AND THAT
THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED,
APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, THE EASEMENT
DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES OF GARDEN GROVE BOULEVARD.
AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:

1. A BLANKET EASEMENT FOR INSPECTION ACCESS FOR WATER QUALITY FOR
MONITORING PURPOSES AND REPORTING.
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHTS TO SURFACE ENTRY;
EXCEPT AT APPROVED ACCESS LOCATIONS.
3. ALL VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BOULEVARD AND ALLEY,
EXCEPT AT APPROVED ACCESS LOCATIONS.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION
66458 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

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

DATED THIS _____ DAY OF _____, 2020.

TERESA POMEROY, OMC
CITY CLERK OF THE CITY OF GARDEN GROVE

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE
NO LENS 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 _____, 2020.

SHARI L. FREDENRICH
COUNTY TREASURER-TAX COLLECTOR

SEE SHEET 2 OF 3 FOR NOTARY ACKNOWLEDGMENTS

SEE SHEET 2 OF 3 FOR SIGNATURE OMISSIONS

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 JC
FINANCIAL ENTERPRISES, INC. IN SEPTEMBER 2018. I HEREBY STATE THAT
THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE
POSITIONS INDICATED ON THE MAP. THAT THEY WILL BE SET IN SUCH POSITIONS BY
AUGUST 2020, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE
THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP
SUBDIVISION CONFORMS TO OR CONDITIONALLY APPROVED TENTATIVE
MAP, IF ANY.

DATED THIS _____ DAY OF _____, 2020.


WILLIAM A. PATAPOFF


R.C.E. NO. 24987
MY LICENSE EXPIRES: 12/31/21

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 Feb., 2020.


KEVIN R. HILLS
CITY ENGINEER OF GARDEN GROVE
R.C.E. NO. 52125
EXPIRATION DATE: 12/31/2020

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 _____, 2020.

KEVIN R. HILLS, COUNTY SURVEYOR,
LS 6817

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

PARCEL MAP NO. 2018-180

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 4, LOT 5, LOT 6 AND LOT 7, EXCEPTING THE WESTERLY 25 FEET OF LOT 7 AND INCLUDING THE WEST 5 FEET OF
LOT 3 IN BLOCK "A" OF COOK'S ADDITION TO GARDEN GROVE PER MAP FILED IN BOOK 8, PAGE 9 OF MISCELLANEOUS MAPS, IN THE CITY OF
GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DMS CONSULTANTS, INC. WILLIAM A. PATAPORT, R.C.E. 24967 SEPTEMBER 2018

SHEET 2 OF 3 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2018-150
NUMBER OF PARCELS: 1
TOTAL ACRES: 3.895
GROSS: 26,896 SQ.FT. - NET: 23,395 SQ.FT.
DATE OF SURVEY: SEPTEMBER 2018
SCALE: 1" = 60'

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)
COUNTY OF ORANGE)
ON 09/26/2018 BEFORE ME, William A. Pataport, a Notary Public,
PERSONALLY APPEARED William A. Pataport

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/IT THEY EXECUTED THE SAME IN (S) HEY/HER AUTHORIZED CAPACITY(IES), AND THAT BY
SIGNING 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: [Signature] MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN Orange COUNTY.
MY COMMISSION EXPIRES 09/29/2020



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)
COUNTY OF ORANGE)
ON 09/26/2018 BEFORE ME, William A. Pataport, a Notary Public,
PERSONALLY APPEARED William A. Pataport

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/IT THEY EXECUTED THE SAME IN (S) HEY/HER AUTHORIZED CAPACITY(IES), AND THAT BY
SIGNING 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: [Signature] MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN Orange COUNTY.
MY COMMISSION EXPIRES 09/29/2020



SIGNATURE OMISSIONS

- PURSUANT TO SECTION 86436(g)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING
SIGNATURES HAVE BEEN OMITTED
1. CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY
PURPOSES RECORDED OCTOBER 29, 1976 IN BOOK 11943, PAGE 850
OF OFFICIAL RECORDS.
 2. CITY OF GARDEN GROVE, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR
STREET AND HIGHWAY PURPOSES RECORDED SEPTEMBER 03, 1963 IN BOOK 8701, PAGE 337
OF OFFICIAL RECORDS.

PARCEL MAP NO. 2018-180

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

BEING A SUBDIVISION OF LOT 4, LOT 5, LOT 6 AND LOT 7, EXCEPTING THE WESTERLY 25 FEET OF LOT 7 AND INCLUDING THE WEST 5 FEET OF LOT 3 IN BLOCK "A" OF COOK'S ADDITION TO GARDEN GROVE PER MAP FILED IN BOOK 8, PAGE 9 OF MISCELLANEOUS MAPS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

SEPTEMBER 2018

WILLIAM A. PATAPOFF, R.C.E. 24967

DMS CONSULTANTS, INC.

SHEET 3 OF 3 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2018-150
NUMBER OF PARCELS: 1
TOTAL ACRES: 26.996
GROSS= 26.996 SUFF.-NET= 23.395 SUFF.
DATE OF SURVEY: SEPTEMBER 2018
SCALE: 1"=60'

FD 2 1/2" BRASS DISK STAMPED
"CITY OF GARDEN GROVE" IN WELL
MONUMENT PER TRACT 17369, MM
901/49-50, DN 12".

FD SPK & WASHER, STAMPED "S 7795"
FLUSH, PER PM 2018-147, PMB 399/71-5,
STATION QPS NO. 303291 & STATION QPS NO. 3033
OPSH 303291 & GARDEN GROVE BLDG.
N 2225504.97-E 6045166.88

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE
BEARING BETWEEN O.C.S. HORIZONTAL CONTROL
STATION QPS NO. 303291 & STATION QPS NO. 3033
BEING NORTH 89°05'00" WEST, PER RECORDS ON FILE IN
THE OFFICE OF THE ORANGE COUNTY SURVEYORS.

MONUMENT NOTES

- INDICATES FOUND MONUMENTS AS NOTED HEREON.
- SET 2" I.P. TAGGED "TRCE 24967", OR A LEAD & TAG STAMPED
"TRCE 24967" SET IN CONC. OR A MAL & TAG STAMPED "TRCE
24967" SET IN CONC. OR A B" SPIKE & WASHER STAMPED "TRCE
24967" IN ASPHALT OR A TAG "TRCE 24967" SECURED WITH
EXPORT AT ALL TRACT BOUNDARY CORNERS.
- △ INDICATES SET SPIKE & WASHER, TAGGED "TRCE 24967", FLUSH,
IN AC ROADWAY.
- ▲ INDICATES OCS HORIZONTAL CONTROL STATION MONUMENT
PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY
SURVEYOR.
- SPN SEARCHED AND FOUND NOTHING
- NTS NOT TO SCALE

ALL MONUMENTS SHOWN "SET" WILL BE SET WITHIN 90 DAYS AFTER
COMPLETION OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

RECORD MAPS & DATA NOTES

- () INDICATES RECORD PER TRACT 17369, MM 901/49-50.
- ([) INDICATES RECORD PER COOKS ADDITION TO GARDEN GROVE, MM 8/9
- ([] INDICATES RECORD PER TRACT 645, MM 25/11.
- ([] INDICATES RECORD PER PM NO. 92-165, PMB 202/46-47
- ([] INDICATES RECORD PER PM NO. 98-144, PMB 206/15-16

DATUM STATEMENT

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM (CCS), ZONE 14, 1983 M.D.,
(2007.00 EPOCH OCS GPS ADJUSTMENT).
ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE
NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND
DISTANCE BY 0.9998524 (PROJECT SPECIFIC)

EASEMENT NOTES

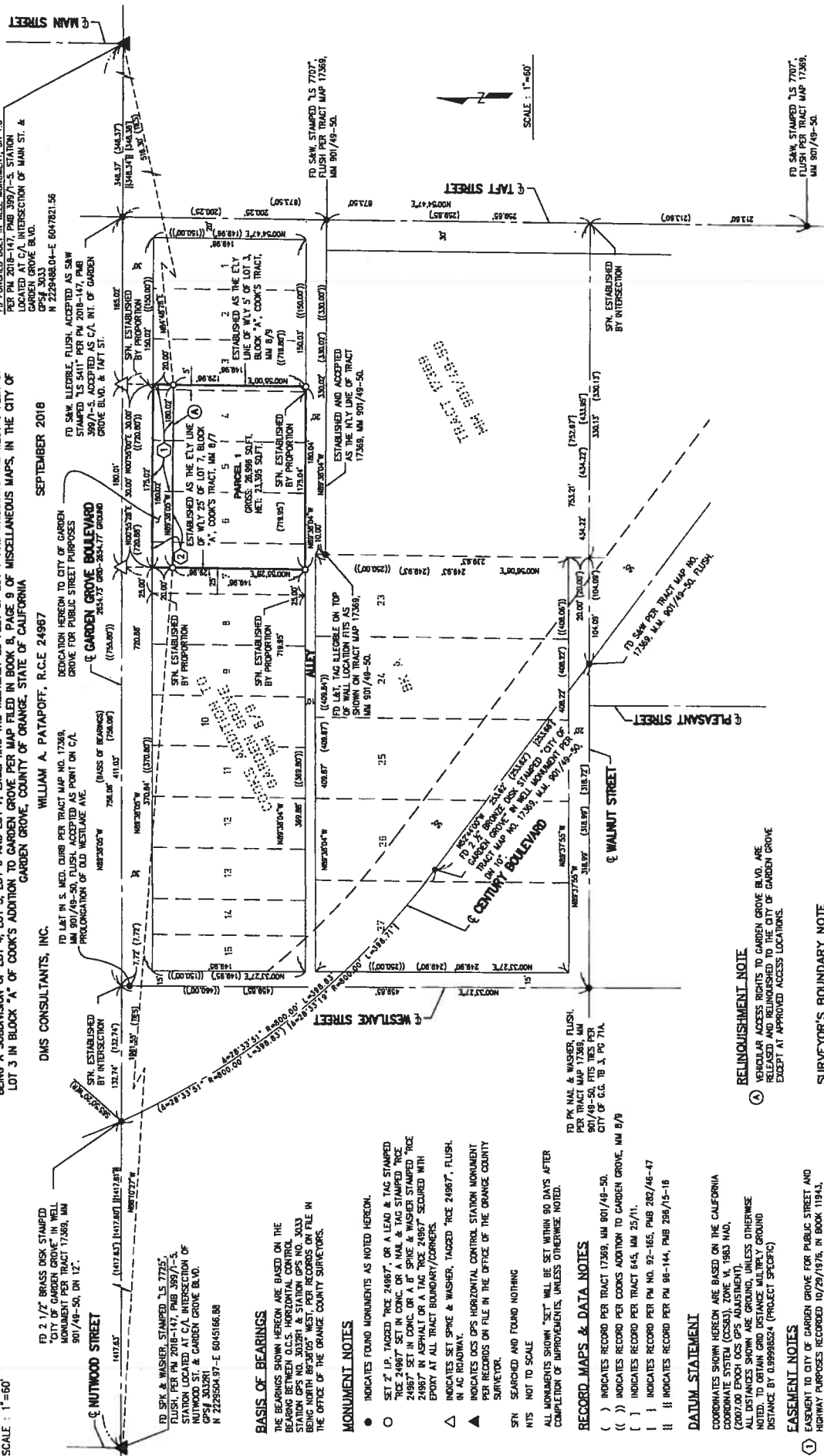
- ① EASEMENT TO CITY OF GARDEN GROVE FOR PUBLIC STREET AND
HIGHWAY PURPOSES RECORDED 10/29/1976, IN BOOK 11943,
PAGE 850 OF OFFICIAL RECORDS.
- ② EASEMENT TO CITY OF GARDEN GROVE, A MUNICIPAL
CORPORATION FOR STREET AND HIGHWAY PURPOSES RECORDED
SEPTEMBER 04, 1983 IN BOOK 6707, PAGE 337 OF OFFICIAL
RECORDS.

RELINQUISHMENT NOTE

- ① VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BLDG. ARE
RELEASED AND RELINQUISHED TO THE CITY OF GARDEN GROVE
EXCEPT AT APPROVED ACCESS LOCATIONS.

SURVEYOR'S BOUNDARY NOTE

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



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Adoption of a Resolution declaring Willowick surplus land under the Surplus Land Act. (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

For the City Council to adopt a resolution declaring Willowick Golf Course surplus land under the Surplus Land Act as amended by AB 1486.

BACKGROUND

The City owns real property consisting of approximately 100 acres and commonly referred to as the Willowick Golf Course ("Willowick"), located at 3017 W. 5th Street, in the City of Santa Ana. The City acquired Willowick in 1964 and has operated it as a commercial golf course since. During the City's ownership of Willowick, revenue generated by the golf course and ancillary operations at Willowick has been utilized to pay back the bonds issued to purchase Willowick, to operate the golf course, and to help fund City services to Garden Grove residents. However, in recent years, revenue generated by Willowick has declined and the City wishes to pursue potential redevelopment to increase City revenue from Willowick.

On October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486, which amended the Surplus Land Act effective January 1, 2020 to include, among others, changing the existing, long-standing definition of "surplus land"; providing that land shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to sell or lease land; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development," or "property disposed of for the sole purpose of investment or generation or revenue." AB 1486 further added provisions prohibiting the City from negotiation any disposition of the property prior to compliance with the procedural requirements of the Surplus Land Act. Prior to AB 1486, the Surplus Land Act did not require local agencies to first declare land surplus, and did not limit leases that changed the use of land held by local agencies.

In order to pursue the potential redevelopment of Willowick, including the possible

disposition through a sale or preferably a lease, the City must now comply with the Surplus Land Act as amended by AB 1486.

DISCUSSION

As indicated above, the amended Surplus Land Act, Government Code sections 54220 et seq., requires that agencies first declare land "surplus land" or "exempt surplus land" before the agency can negotiate any disposition of the land, either for sale or for lease. The Surplus Land Act then provides that, prior to disposing of "surplus land," local agencies shall first offer such "surplus land" to various entities, including housing sponsors and other public agencies for the development of affordable housing and parks and open space.

Pursuant to the amended Surplus Land Act, City staff must send a written notice of availability of Willowick by electronic mail or by certified mail to the all of the entities identified in Government Code section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development of their interest in surplus land for the purpose of developing low- and moderate-income housing, to the City of Santa Ana and County of Orange, any regional park authority and the State Resources Agency for open-space purposes; and to the local school district for school facilities or use. If Willowick is within an infill opportunity zone or covered by a transit village plan, the notice must also be sent to the County, City of Santa Ana, successor agency or housing authority operating within Santa Ana.

If one of the entities/agencies receiving the notice of availability desires to purchase or lease the property, it must notify the City of its interest to do so in writing within 60 days of receiving the City's notice, and the City and the entity/agency so responding may negotiate price and terms for the disposition of the property. If the City receives multiple notices of interest, the Surplus Land Act establishes priorities, with first priority given to entities that agree to use the property for affordable housing.

Finally, in the event no agreement is reached between the City and any interested entity/agency after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the Surplus Land Act.

FINANCIAL IMPACT

The cost of compliance with the amended Surplus Land Act is not currently known. As of the creation of this report, there are 169 entities in the list kept by HCD to which the City must send notice by e-mail. The cost to notify local public agencies will be minimal. However, depending on the number of responses to the notice of availability, City staff and consultants may need to spend multiple hours possibly negotiating with multiple entities.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution declaring Willowick surplus land under the Surplus Land Act.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	2/20/2020	Resolution	2-25- 20_Resolution_Declaring_Willowick_Surplus_Land_under_SLA.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DECLARING 3017 W. 5TH STREET IN THE CITY OF SANTA ANA (WILLOWICK)
SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT (GOVERNMENT
CODE SECTIONS 54220 ET SEQ.)

WHEREAS, the City of Garden Grove ("City") owns that certain real property consisting of approximately 100 acres and commonly referred to as the Willowick Golf Course ("Willowick"), located at 3017 W. 5th Street, Santa Ana, California;

WHEREAS, the City acquired Willowick in 1964 and has operated Willowick as a commercial golf course since;

WHEREAS, the City Council considers Willowick to be a City asset held for purposes of investment and revenue generation to support City services;

WHEREAS, during the City's ownership of Willowick, revenue generated by the golf course and ancillary operations at Willowick has been utilized not only to operate the golf course, but also to help fund City services to Garden Grove residents;

WHEREAS, in recent years, revenue generated by the Willowick asset to support City services has declined;

WHEREAS, in or about January 2019, the City Council authorized the preparation and issuance of a Request for Proposals ("RFP") for the potential future reuse and/or redevelopment of Willowick with the intent that the property continue to be used as an asset that not only provides community benefits, but also generates revenue that can be used to help fund important City services for the benefit of Garden Grove residents;

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq., applies when a local agency disposes of "surplus land", as that term is defined in Government Code section 54221;

WHEREAS, prior to January 1, 2020, the City Council did not consider Willowick to be "surplus land" as defined in the Surplus Land Act, in part, because it considered the reuse and redevelopment of Willowick to be a continuing City use of the property for investment and revenue generation purposes (see e.g., *Anderson v. City of San Jose* (2019) 42 Cal. App. 3d 683, 617 ("Whether land is deemed 'surplus' is entirely within the local government's discretion."));

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue";

WHEREAS, Willowick would fall within the definition of "surplus land" pursuant to Government Code section 54221, as amended by AB 1486;

WHEREAS, in order to pursue new uses for Willowick, including the possible disposition through a sale or preferably a lease of Willowick, the City must now comply with the Surplus Land Act as amended by AB 1486;

WHEREAS, the City Council has not previously taken action on any proposals submitted to the City for the sale, lease, and/or development of Willowick pursuant to the RFP or otherwise;

WHEREAS, the City has notified those entities that previously submitted proposals that due to AB 1486's amendments to the Surplus Land Act, the City will no longer be considering proposals for the sale, lease, and/or development of Willowick submitted pursuant to the RFP process;

WHEREAS, pursuant to the amended Surplus Land Act, City staff will send a written notice of availability of Willowick by electronic mail or by certified mail to the all of the entities identified in Government Code section 54222;

WHEREAS, subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of receiving the City's notice, and the City and the entity/agency so responding to the notice may negotiate price and terms for the disposition of the property; and

WHEREAS, pursuant to Government Code 54223, in the event no agreement is reached between the City and any interested entity/agency after a good faith negotiation period of 90 days, the property may be disposed of without further regard to the Surplus Land Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE that:

1. The foregoing recitals are hereby incorporated and adopted as the findings of the City Council; and

2. For purposes of compliance with the amended Surplus Land Act, the property located at 3017 W. 5th Street in the City of Santa Ana, commonly known as the Willowick Golf Course, is hereby declared surplus land. The City Manager, or his designee, is directed to proceed with the notification and negotiation requirements of the amended Surplus Land Act, as amended, to facilitate the possible disposition and reuse of the Willowick Golf Course.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of a Facility Use Agreement with Orion Sports for the operation of the outdoor hockey rink at the Chapman Sports Complex. (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

To request that the City Council approve a three (3) year Facility Use Agreement with Orion Sports for the operation of the outdoor hockey rink at Chapman Sports Complex.

BACKGROUND

Chapman Sports Complex is designated as a park facility for active and passive recreational activities, and is located on the corner of Knott Street and Chapman Avenue at 11700 Knott Avenue, Garden Grove.

In 2001, the City of Garden Grove (City) entered into a License Agreement with SoCal Street Hockey, Inc., for the operation of roller hockey and other recreational activities at Chapman Sports Complex. The current Agreement with SoCal Street Hockey, Inc., expired in October 2019, and was extended through March 31, 2020.

DISCUSSION

During the extension period, the City released a Request for Proposal (RFP) seeking proposals for the operation of the outdoor hockey rink at Chapman Sports Complex. Through the RFP process, the City sought organizations or individuals to operate the facility, and to provide for youth, adult, and co-ed leagues, tournaments, clinics, or other revenue generating athletic activities. The RFP Review Committee was comprised of City staff members and a Recreation professional from the City of South Gate.

Proposals were evaluated on the following criteria as requested on the RFP:

- Experience in operating a similar location and or a business

- Programming for both children and adults; and
- Offering high quality sports programming that is in high demand in our community.

The three (3) qualified operators who submitted proposals were: Esparza Soccer Academic, Inc., Futsal Picante, and Orion Sports. The Committee reviewed the proposals and deemed Orion Sports as the most responsive proposal based on experience with the facility and the hockey community for over 20 years, and their additional commitment to making needed significant facility improvements.

FINANCIAL IMPACT

The proposed Facility Use Agreement will have no impact to the City's General Fund. Orion Sports will be responsible for monthly lease payments in the amount of \$600 to operate the hockey rink at Chapman Sports Complex.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Facility Use Agreement with Orion Sports for the operation and management of the hockey rink at Chapman Sports Complex; and
- Authorize the City Manager, or his designee, to sign and execute the Facility Use Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	2/20/2020	Agreement	2-25-20_Orion_Agreement_2020_FINAL.pdf

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this ____day of February, 2020, by and between the City of Garden Grove (hereinafter "CITY"), and Orion Sports, LLC (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CHAPMAN SPORTS COMPLEX is designated as a park facility for active and passive recreational activities, located at 11700 Chapman Avenue, Garden Grove, California, which open space areas are available to the CITY pursuant to a use agreement with the Garden Grove Unified School District ("DISTRICT") and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing street hockey activities at an existing outdoor hockey rink facility and associated improvements (hereinafter the "Facility") at Chapman Sports Complex Park. The Facility is depicted in Attachment "A."
3. Subject to the terms contained herein, LICENSEE desires to operate an outdoor hockey rink facility and maintain the street hockey rink involving an oval structure approximately 150' x 75' consisting of four foot high wooden walls, with additional fence extensions on both ends to an approximate total height of 10 feet. LICENSEE is organized and operated for the purpose of sponsoring and conducting youth and adult street hockey activities and other recreational activities.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years effective on the date of execution of this license, and shall terminate on April 1, 2023, unless sooner terminated as provided herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the FACILITY both a public service and commercial success. Approval of renewal of this Agreement shall be based on performance of LICENSEE in providing the desired public service.
2. ORION SPORTS. LICENSEE, represented by and through Kevin Bever, desires to and shall provide recreational opportunities at the FACILITY, for use by LICENSEE and other members of the public; and maintain the FACILITY, equipment and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 - 3.1 LICENSEE accepts the FACILITY in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the FACILITY for LICENSEE's operations or other use of the FACILITY by LICENSEE and expressly disclaims any warranty or representation with regard to the

condition, safety, security or suitability for LICENSEE's intended use of the FACILITY.

- 3.2 LICENSEE shall manage, operate and maintain the FACILITY at Chapman Sports Complex for hockey-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the FACILITY in a clean and safe condition for the operation of hockey activities; ensure that the FACILITY is adequately staffed, including officials and a site manager present at all times that the FACILITY is open; and provide those activities and other responsibilities as outlined in their proposal, Attachment "B", to CITY on November 15, 2019.
- 3.3 LICENSEE will fully and promptly pay for all materials joined or affixed to the FACILITY with prior written approval of CITY and fully and promptly pay all persons who perform labor upon the FACILITY. LICENSEE shall not allow or permit to be filed or enforced against the FACILITY, or any part thereof, any mechanics, materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY from all obligations and claims made against CITY for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's license or stop notice for works performed by LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
- 3.4 UTILITIES. LICENSEE shall maintain and pay for telephone and telecommunications services.
- 3.5 SIGNS AND ADVERTISEMENTS. CITY is not required to provide any signs. LICENSEE may display appropriate signage for marketing purposes. No lewd, obscene, libelous or hate-promoting signage shall be allowed in the FACILITY.
- 3.6 SCHEDULE OF OPERATIONS. The hours shall be 7:00 a.m. through 10:00 p.m. All activities shall cease by 10:00 p.m. and all persons shall vacate the grounds by 10:30 p.m.

Before commencing operation each calendar year under the terms of this License or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 11:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS. LICENSEE shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or ladder to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.
5. CONDUCT. LICENSEE shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. LICENSEE shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the FACILITY and shall call upon the aid of peace officers in maintaining peaceful condition. If an ongoing condition develops which requires repeated assistance and/or intervention by the Garden Grove Police Department, CITY shall have the right to require LICENSEE to obtain private, licensed, uniformed security personnel as approved by the Garden Grove Chief of Police to remedy the situation, or, if the condition persists, LICENSEE agrees to reimburse CITY for Police services required as a result of activities conducted at the FACILITY.
6. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first-class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.
 - 6.1 LICENSEE shall maintain the area up to fifty (50) feet surrounding the FACILITY, including the area around and underneath the bleachers, in a clean and sanitary condition satisfactory to the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.
7. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE.
8. NO ALTERATIONS. Except for LICENSEE's maintenance responsibilities under Paragraph 9, no alterations, or changes, shall be made by LICENSEE to the structures or improvements at the FACILITY without prior written approval by CITY. Such changes shall be at the sole cost and expense of LICENSEE unless otherwise agreed upon in writing by CITY.
9. STRUCTURE MAINTENANCE. LICENSEE will be responsible for maintaining all areas within the enclosed boundary of the FACILITY and the area within fifty (50) feet surrounding it. CITY shall maintain, at its expense, all improvements outside the enclosed boundary.
 - 9.1 Anything constructed, planted, or otherwise created by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including acts of vandalism and that involving acts of vandalism, LICENSEE will have 24 hours to correct the condition.
 - 9.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

- 9.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the FACILITY by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

10. PAYMENTS BY LICENSEE.

- 10.1 LICENSEE shall pay the six hundred dollars (\$600.00) per month for the privilege to use the FACILITY as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.
- 10.2 In lieu of monthly payments, LICENSEE shall complete improvements to the rink. LICENSEE shall receive credit for the cost of such improvements, subject to the reasonable determination of value for such improvements by the Community Development Director. Monthly payments shall commence once LICENSEE has recuperated full credit for the improvements. The Community Services Director may further suspend LICENSE FEE payments for such time as the rink is being improved. All work shall be completed in a timely manner. The Community Services Director reserves the right to determine a reasonable time frame for such improvements.
- 10.3 LICENSEE shall, within thirty (30) days following the expiration or sooner termination of this LICENSE, pay to CITY any and all sums due.
- 10.4 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of fifty dollars (\$50.00). If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the Community Services Director at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.
- 10.5 In the event LICENSEE shall refuse to pay the license fee or any part thereof due hereunder after the same shall become due, or otherwise default in the performance of any other term herein, the Community Services Director may declare LICENSEE to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 17, below, following written notice authorized by CITY. In the event of suspension or termination of this Agreement due to LICENSEE's default, CITY may either immediately take possession of the operations heretofore conducted by LICENSEE or require LICENSEE to remove any or all improvements at other rights or remedies of CITY.
The acceptance of all or part of a monthly licensee fee payment to CITY for any period after default shall not be deemed a waiver of any right suspend or terminate this Agreement on account of such default. Any waiver by the CITY of a default shall not be construed as or constitute a waiver of any subsequent default of the same or any term, covenant and condition herein.

11. PROPERTY OF CITY. During the term of this Agreement or any extension, all permanent facilities utilized pursuant to this Agreement shall remain the property of

the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.

12. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Chapman Sports Complex; nor restrict either the open space or general park and recreation use of the area by the public.
13. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
14. RIGHT OF INSPECTION. CITY shall have the right to enter the FACILITY at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place on the premises. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
15. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
16. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
17. SUSPENSION, TERMINATION, AND EXPIRATION.

17.1 Termination for Convenience. Either party may terminate this Agreement for Convenience, with or without cause, following ninety (90) days written notice to the other party, without liability to the other party.

17.2 Suspension. In the event the CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the Community Services Director, the Community Services Director may suspend this Agreement until such default is remedied to the satisfaction of the DIRECTOR. LICENSEE may appeal the Community Services Director's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 17.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 17.1 or 17.3.

17.3 Termination due to LICENSEE's Default. In addition to, and without limiting, any other rights of CITY under this Agreement, CITY may terminate this Agreement in the event CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the CITY. Termination of this Agreement by CITY shall require approval of the City Council.

17.4 Vacation of Premises following Expiration or Termination of Agreement. Following the expiration or earlier termination of this Agreement, LICENSEE shall restore the FACILITY to its original condition or, at the option of CITY, leave any or all improvements in place, and agrees to vacate and surrender position of the FACILITY. LICENSEE shall have the right, at LICENSEE's own cost, to remove those items installed by, and belonging to LICENSEE, that can be disassembled on site.

LICENSEE acknowledges that this Agreement is a revocable license and is not a lease or other instrument that convey an interest in real property and, as such, does not impart protections to LICENSEE that would be consistent with a lease or entitle LICENSEE to any compensation or benefits in the event of termination of this Agreement at any time.

18. WATER TANK ACCESS. LICENSEE acknowledges and accepts that a portion or all of the site is located adjacent to or on top of a City water tank. CITY has the right at any time, for any reason, to access this tank. Any resulting damage to LICENSEE property will not result in any liability from CITY to LICENSEE. CITY may access the water tank without notice to LICENSEE.

19. WATER TANK PROTECTION. LICENSEE shall not cause any heavy equipment or vehicles to be parked or placed upon the site.

20. INSURANCE REQUIREMENTS.

20.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation 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.

20.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.

20.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**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.

(b) Automobile liability in the amount of \$1,000,000.00 combined single limit; 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 for the policy under section 20.3 (a) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE 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 20.3 (b) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE 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, LICENSEE's insurance coverage shall be primary insurance as respects CITY, DISTRICT and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, DISTRICT and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

21. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and DISTRICT and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject FACILITY. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY or DISTRICT is due to the sole negligence of CITY or DISTRICT, or any of its elective or appointive boards, officers, agents, employees or volunteers.

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 LICENSEE. The provisions of this subsection shall survive the termination of this Agreement.

22. CITY INSPECTION OF BOOKS AND RECORDS. CITY may upon thirty (30) days' notice at any time examine any or all of LICENSEE's books and records for the purpose of verifying LICENSEE compliance with the provisions of this Agreement and applicable laws.

23. NON-LIABILITY OF CITY.

23.1 Pursuant to Revenue & Taxation Code 107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY be liable for any taxes owed as a result of this Agreement of the LICENSEE's use of the FACILITY.

23.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the FACILITY as provided for herein. LICENSEE acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights if any, to which the Contractor might otherwise be entitled from the City with regard to this Agreement and the operations of the FACILITY. LICENSEE shall not be entitled

to relation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

23.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.

24. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.

25. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE 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.

26. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including all applicable safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, building, plumbing, mechanical and electrical codes, and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. §12101 et seq., Government Code §4450 et seq., and the Unruh Civil Rights Act, Civil Code §51 et seq.

27. CONFLICT OF INTEREST. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

28. REPORTING. LICENSEE shall submit to CITY, no later than January 31, 2021, and each year thereafter, an annual report of events and activities at the FACILITY that occurred in the prior year, and which are booked as of December 31st. In the event that City Hall is closed on a date on which a report is due, that report will be considered to be due on the next day that City Hall is open.

29. 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.

29.1 Address of LICENSEE is as follows:

Kevin Bever
6652 Blue Heron Drive
Huntington Beach, CA 92648

29.2 Address of CITY is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

30. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE 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 services required by this Agreement except those which are expressly waived by CITY.

31. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
32. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
33. 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.
34. 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 LICENSEE.
35. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
36. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
37. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
38. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
Orion Sports

APPROVED AS TO FORM:

By: _____

DATE: _____

City Attorney

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

ATTACHMENT A



ATTACHMENT B

Orion Sports Programming Objectives and Goals

1. Repair and maintain a safe, quality outdoor hockey rink.
 - a. Replace all damaged boards that surround the rink playing surface
 - b. Replace 6" runner that goes along the bottom of the boards
 - c. Resurface the playing area
 - d. Paint boards and existing frame to give the rink so that it is aesthetically pleasing
 - e. Maintain ongoing maintenance as needed to keep rink facility in good order and condition
2. Create and grow a youth street hockey program – goal of 30+ teams, 300+ players across multiple age groups and divisions, routine clinics and tournaments
 - a. Youth program (include but not limited to)
 - i. Learn to Play clinics
 - ii. Skill clinics
 - iii. Learn to Play Draft League (10 week program – 4 weeks instruction, 6-weeks draft league play)
 - iv. Leagues (U17, U14, U11)
 - v. Tournaments
 - b. Marketing/Communication of Youth Programs
 - i. Targeted marketing to all elementary, middle and high schools in Garden Grove and the surrounding area
 1. Marketing materials such as flyers and brochures to be included with information in school packets, email newsletter blasts and student handouts
 2. Give away free t-shirts with league name and information to kids. This will not only give the kids something special but also create a buzz about the program.
 - ii. Targeted marketing to after school and church youth group programs in similar fashion as outlined above
 1. Boys & Girls Club of Garden Grove, Westminster, Kingston Branch Huntington Valley, etc.
 2. Church youth groups, i.e. Project Hope for Children, Saint Columban Youth Ministry, Garden Grove Methodist Church, St. Olaf Luther, etc.
 - iii. Cross market with other sports organizations
 1. AYSO Soccer
 2. Little League Baseball
 3. Little League Softball
 4. United States Youth Volleyball League
 5. National Junior Basketball League
 6. Youth Roller Hockey League
 7. Youth ICE Hockey League
 - c. Partnerships/Collaboration
 - i. The Ducks Organization
 - ii. The Rinks Organization
 - iii. The Boys & Girls Club of Garden Grove
 - iv. Other tbd non-profit organizations as listed above
3. Expand and grow the current adult hockey program – goal of 30+ teams, 300+ players across multiple divisions, routine clinics and tournaments.
 - a. Adult programs
 - i. Sunday league

- ii. Tuesday night league
 - iii. Skill clinics
 - iv. Tournaments
- b. Marketing/Communication
 - i. Targeted marketing to local gyms, fitness centers and non-profit organizations (overlap with youth marketing)
 - ii. Cross market with other adult recreational sports leagues
 - 1. Beach City Sports
 - 2. The YMCA
 - 3. Long Beach Recreation
 - 4. MeetUP
- 4. Administration – Finance and League Operation
 - a. Finance – Maintain proper financial and provide to the City of Garden Grove, upon request:
 - i. Manage all accounting transactions
 - ii. Prepare budget forecasts
 - iii. Publish financial statements in time
 - iv. Handle monthly, quarterly and annual closings
 - v. Reconcile accounts payable and receivable
 - vi. Ensure timely bank payments
 - vii. Compute taxes and prepare tax returns
 - viii. Manage balance sheets and profit/loss statements
 - ix. Report revenues, expenditures, performance recap with attendance figures, rental summary, audited annual financial statement as well as other pertinent information to the City of Garden Grove.
 - b. League Operation
 - i. Skill Clinics (Youth & Adult)
 - ii. League Scheduling (Practices and Games)
 - iii. Officials Training & Scheduling
 - iv. Scorekeeper Training & Scheduling
 - v. Coach Recruitment & Training
 - vi. Team Captain Meetings
 - 1. Discuss rules, league philosophy, fair play and rink guidelines
 - vii. Web based LeagueApps software for program management
 - viii. Bi-Annual Tournaments
 - 1. Increase awareness and bring in teams from outside the Garden Grove and surrounding area
- 5. Logistics – Weekly Schedule of events (60% Youth Programming)
 - a. Monday: Youth Skill & Learn to Play
 - b. Tuesday: Adult Night Rec League Play
 - c. Wednesday: Youth Pickup Game Play (Intro to Hockey)
 - d. Thursday: Youth Skill & Learn to Play
 - e. Friday: Youth League
 - f. Saturday: Youth & Adult League Play
 - g. Sunday: Adult Day League Play

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of a Facility Use Agreement with Esparza Soccer Academic, Inc., to operate the soccer facility at Garden Grove Park. (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

To request that the City Council approve a three (3) year Facility Use Agreement with Esparza Soccer Academic, Inc., under the management of Juan Esparza, for the operation of the soccer facility adjacent to the Sports and Recreation Center located at 13641 Deodara Drive at Garden Grove Park.

BACKGROUND

Garden Grove Park is designated as a park facility for active and passive recreational activities, with the soccer facility in close proximity to the Garden Grove Sports and Recreation Center that is located at 13631 Deodara Drive, Garden Grove.

In 1992, the City of Garden Grove (City) entered into a License Agreement with Indoor-Outdoor Soccer Park, Inc., to operate the soccer facility for a period of twenty years. This License Agreement was amended in 1994 to transfer the License Agreement to Arena Soccer Parks, Inc. (ASP). The current License Agreement with ASP expired in October 2019, and was extended through March 31, 2020.

DISCUSSION

During the extension period, the City released a Request for Proposal (RFP) seeking proposals from qualified organizations for the operation of the soccer facility at Garden Grove Park. Through the RFP process, the City sought organizations or individuals to operate the soccer facility for youth, adult, and co-ed leagues, tournaments, clinics, or other revenue generating athletic activities. The RFP Review Committee was comprised of City staff members and a Recreation professional from the City of South Gate.

Proposals were evaluated on the following criteria as requested on the RFP:

- Experience in operating a similar location and or a business;
- Programming for both children and adults; and
- Offering high quality sports programming that is in high demand in our community.

Two (2) qualified operators who submitted proposals were: Arena Soccer Parks, Inc., and Esparza Soccer Academic, Inc.

The Committee reviewed the proposals and deemed Esparza Soccer Academic, Inc. as the responsive proposal based on a record of experienced soccer league operation with over 15 years operating youth and adult soccer leagues. Additionally, Esparza Soccer Academic, Inc., proposes to serve as a community partner hosting events, and committed to making needed significant facility improvements.

FINANCIAL IMPACT

There is no impact to the City's General Fund. The agreement requires that Esparza Soccer Academic, Inc., make monthly lease payments in the amount of \$5,000.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Facility Use Agreement with Esparza Soccer Academic, Inc. for the operation and management of the soccer facility at Garden Grove Park; and
- Authorize the City Manager, or his designee, to sign and execute the the agreement on behalf of the City; including making minor modifications as appropriate and necessary.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	2/20/2020	Agreement	2-25-20_Esparza_(GG_Park)_FINAL.pdf

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this ____ day of February, 2020, by and between the City of Garden Grove (hereinafter "CITY"), and Esparza Soccer Academic, Inc. (ESA), (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY is the owner of Garden Grove Park, located at 9301 Westminster Avenue, Garden Grove, California, is designated as a park for active and passive recreational activities.
2. CITY desires to receive assistance from LICENSEE in establishing outdoor soccer activities at 13631 Deodara Drive, Garden Grove, California, an existing outdoor soccer venue, which is located within Garden Grove Park, and associated improvements (hereinafter the "FACILITY") at Garden Grove Park.
3. Subject to the terms contained herein, LICENSEE desires to operate and maintain an outdoor soccer venue, consisting of two existing soccer fields, fencing, and a structure containing restrooms, an office, snack bar and a retail accessory goods store at the FACILITY, and to provide a playing area for both league play and general public use at GARDEN GROVE PARK. The FACILITY will be open to the public, subject to reasonable fees. The FACILITY is generally depicted on Attachment "A", which is attached to this Agreement and incorporated herein by reference.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years effective on the date of execution of this Agreement, and shall terminate on April 1, 2023, unless sooner terminated as provided for herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the FACILITY both a public service and commercial success. Approval of renewal of this Agreement shall be based on performance of LICENSEE in providing the desired public service.
2. ESPARZA SOCCER ACADEMIC, INC. (ESA). LICENSEE, represented by and through Juan Esparza, desires to and shall provide recreational opportunities at the FACILITY, for use by LICENSEE and other members of the public; and maintain the FACILITY, equipment and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 - 3.1 LICENSEE accepts the FACILITY in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the FACILITY for LICENSEE's operations or other use of the FACILITY by LICENSEE and expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for LICENSEE's intended use of the FACILITY.

- 3.2 LICENSEE shall manage, operate and maintain the FACILITY at Garden Grove Park for soccer-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the FACILITY in a clean and safe condition for the operation of soccer activities; ensure that the FACILITY is adequately staffed, including officials and a site manager present at all times that the FACILITY is open; also have the ability to operate and maintain a concession area and/or pro shop-related to equipment and merchandise involving soccer activities; and provide those activities and other responsibilities as outlined in their proposal, Attachment "B", to CITY on November 15, 2019.
- 3.3 LICENSEE will fully and promptly pay for all materials joined or affixed to the FACILITY with prior written approval of CITY and fully and promptly pay all persons who perform labor upon the FACILITY. LICENSEE shall not allow or permit to be filed or enforced against the FACILITY, or any part thereof, any mechanics, materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY from all obligations and claims made against CITY for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's license or stop notice for works performed by LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
- 3.4 UTILITIES. LICENSEE shall pay all costs associated with the installation of gas, water, electrical, sewer lines and hookups, and telephone/telecommunications service necessary for the operation of the FACILITY. LICENSEE shall pay all telephone, telecommunications, water, electrical, trash collection and gas service charges.
- 3.5 SIGNS AND ADVERTISEMENTS. CITY is not required to provide any signs. LICENSEE may display appropriate signage for marketing purposes. No lewd, obscene, libelous or hate-promoting signage shall be allowed in the FACILITY.
- 3.6 SCHEDULE OF OPERATIONS. The hours shall be 8:00 a.m. through 11:00 p.m. All persons shall vacate the grounds by 11:15 p.m.

Before commencing operation each calendar year under the terms of this License or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 11:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS. LICENSEE shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or ladder to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.
5. CONDUCT. LICENSEE shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. LICENSEE shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the FACILITY and shall call upon the aid of peace officers in maintaining peaceful condition. If an ongoing condition develops which requires repeated assistance and/or intervention by the Garden Grove Police Department, CITY shall have the right to require LICENSEE to obtain private, licensed, uniformed security personnel as approved by the Garden Grove Chief of Police to remedy the situation, or, if the condition persists, LICENSEE agrees to reimburse CITY for Police services required as a result of activities conducted at the FACILITY.
6. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first-class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.
 - 6.1 LICENSEE shall maintain the area, including restrooms, and up to fifty (50) feet surrounding the FACILITY, in a clean and sanitary condition satisfactory to the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.
7. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE.
8. NO ALTERATIONS. Except for LICENSEE's maintenance responsibilities under Paragraph 9, no alterations or changes shall be made by LICENSEE to the structures or improvements at the FACILITY without prior written approval by CITY. Such changes shall be at the sole cost and expense of LICENSEE unless otherwise agreed upon in writing by CITY.
9. STRUCTURE MAINTENANCE. LICENSEE will be responsible for maintaining all areas within the enclosed boundary of the FACILITY and the area within fifty (50) feet surrounding it. CITY shall maintain, at its expense, all improvements outside the enclosed boundary.
 - 9.1 Anything constructed, planted, or otherwise created by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including anything destroyed by acts of vandalism. In the event of destruction involving acts of vandalism, LICENSEE will have 24 hours to correct the condition.
 - 9.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

- 9.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the FACILITY by LICENSEE in accordance with the terms provided hereinafter in Paragraph 19.

10. PAYMENTS BY LICENSEE.

- 10.1 LICENSEE shall pay the City five thousand dollars (\$5,000.00) per month for the privilege to use the FACILITY as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.
- 10.2 In lieu of monthly payments, LICENSEE shall complete improvements to the restrooms. LICENSEE shall receive credit for the cost of such improvements, subject to the reasonable determination of value for such improvements by the Community Development Director. Monthly payments shall commence once LICENSEE has recuperated full credit for the improvements. All work shall be completed in a timely manner. The Community Services Director reserves the right to determine a reasonable time frame for such improvements.
- 10.3 LICENSEE shall, within thirty (30) days following the expiration or sooner termination of this LICENSE, pay to CITY any and all sums due.
- 10.4 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of fifty dollars (\$50.00). If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the Community Services Director at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.
- 10.5 In the event LICENSEE shall refuse to pay the license fee or any part thereof due hereunder after the same shall become due, or otherwise default in the performance of any other term herein, the Community Services Director may declare LICENSEE to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 18, below, following written notice authorized by CITY. In the event of suspension or termination of this Agreement due to LICENSEE's default, CITY may either immediately take possession of the operations heretofore conducted by LICENSEE or require LICENSEE to remove any or all improvements in addition to any other rights or remedies of CITY.

The acceptance of all or part of a monthly licensee fee payment to CITY for any period after default shall not be deemed a waiver of any right suspend or terminate this Agreement on account of such default. Any waiver by the CITY of a default shall not be construed as or constitute a waiver of any subsequent default of the same or any term, covenant and condition herein.

11. PROPERTY OF CITY. During the term of this Agreement or any extension, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.

12. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to GARDEN GROVE PARK; nor restrict either the open space or general park and recreation use of the area by the public.
13. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
14. RIGHT OF INSPECTION. CITY shall have the right to enter the FACILITY at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place on the premises. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
15. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
16. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
17. OPERATION OF CONCESSION AREA AND/OR PRO SHOP. LICENSEE shall operate the concession area and pro shop subject to the CITY's regular rules and regulations pertaining to such operations. LICENSEE shall provide the facilities from which such operations shall be maintained and shall be solely responsible for all theft and other damage to the equipment and merchandise that is stored on thereon. Items sold from the pro shop shall be soccer related. Any items that are deemed non-soccer related shall be removed immediately and shall not be restocked.
18. SUSPENSION, TERMINATION, AND EXPIRATION.
 - 18.1 Termination for Convenience. Either party may terminate this Agreement for Convenience, with or without cause, following ninety (90) days written notice to the other party, without liability to the other party.
 - 18.2 Suspension. In the event the CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the Community Services Director, the Community Services Director may suspend this Agreement until such default is remedied to the satisfaction of the Community Services Director. LICENSEE may appeal the Community Services Director's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 18.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 18.1 or 18.3.

18.3 Termination due to LICENSEE's Default. In addition to, and without limiting, any other rights of CITY under this Agreement, CITY may terminate this Agreement in the event CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the CITY. Termination of this Agreement by CITY shall require approval of the City Council.

18.4 Vacation of Premises following Expiration or Termination of Agreement. Following the expiration or earlier termination of this Agreement, LICENSEE shall restore the FACILITY to its original condition or, at the option of CITY, leave any or all improvements in place, and agrees to vacate and surrender position of the FACILITY. LICENSEE shall have the right, at LICENSEE's own cost, to remove those items installed by, and belonging to LICENSEE, that can be disassembled on site.

LICENSEE acknowledges that this Agreement is a revocable license and is not a lease or other instrument that convey an interest in real property and, as such, does not impart protections to LICENSEE that would be consistent with a lease or entitle LICENSEE to any compensation or benefits in the event of termination of this Agreement at any time.

19. INSURANCE REQUIREMENTS.

19.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation 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.

19.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.

19.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**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.
- (b) Automobile liability in the amount of \$1,000,000.00 combined single limit; 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 for the policy under section 19.3 (a) shall designate CITY and their respective officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE 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 19.3 (b) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE 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, LICENSEE's insurance coverage shall be primary insurance as respects CITY and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

20. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject FACILITY. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, employees or volunteers.

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 LICENSEE. The provisions of this subsection shall survive the termination of this Agreement.

21. CITY INSPECTION OF BOOKS AND RECORDS. CITY may upon thirty (30) days' notice at any time examine any or all of LICENSEE's books and records for the purpose of verifying LICENSEE compliance with the provisions of this Agreement and applicable laws.

22. NON-LIABILITY OF CITY.

22.1 Pursuant to Revenue & Taxation Code 107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY be liable for any taxes owed as a result of this Agreement of the LICENSEE's use of the FACILITY.

22.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the FACILITY as provided for herein. LICENSEE acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights if any, to which the Contractor might otherwise be entitled from the City with regard to this Agreement and the operations of the FACILITY. LICENSEE shall not be entitled to relation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

- 22.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.
23. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.
24. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE 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.
25. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including all applicable safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, building, plumbing, mechanical and electrical codes, and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. §12101 et seq., Government Code §4450 et seq., and the Unruh Civil Rights Act, Civil Code §51 et seq.
26. CONFLICT OF INTEREST. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
27. REPORTING. LICENSEE shall submit to CITY, no later than January 31, 2021, and each year thereafter, an annual report of events and activities at the FACILITY that occurred in the prior year, and which are booked as of December 31st. In the event that City Hall is closed on a date on which a report is due, that report will be considered to be due on the next day that City Hall is open.
28. 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.
- 28.1 Address of LICENSEE is as follows:
Esparza Soccer Academic, Inc.
2400 E. Lincoln Avenue #161
Anaheim, CA 92806
- 28.2 Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
- (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840
29. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE 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 services required by this Agreement except those which are expressly waived by CITY.

30. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
31. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
32. 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.
33. 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 LICENSEE.
34. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
35. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
36. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
37. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

DATE: _____

City Clerk

LICENSEE
Esparza Soccer Academic, Inc.

APPROVED AS TO FORM:

By: _____

DATE: _____

City Attorney

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

ATTACHMENT A



ATTACHMENT B

Esparza Soccer Academics, Inc. Programming Objectives and Goals

1. Provide a professional and dedicated family-owned and operated youth soccer league with extensive community involvement.
 - a. Market the facility and programming through our website www.ligaswapmeetfutbol.com, social media pages, radio stations, flyers, and word of mouth.
2. Understand the importance of giving back to our community and the importance of providing a safe place to develop youth in our community through affordable sports programs.
3. Include programming for all children ages 6 through 16 and a special women's league open to the same age group and programming for adults.
4. Operate a financially sound league to sustain the operating costs and meet the terms of the agreement for operation and maintenance of the soccer facilities.
 - a. Submit plans and work with the Community Services Department for approval; obtain permits and licenses, at our cost, and adhere to all appropriate health code regulations.
 - b. Operate office space, vending area, concession stand, and pro shop.
5. Remodel the restrooms
6. Replace the turf on the big field
7. Add more netting over the fields to prevent balls from going into the parking lot
8. Upgrade the lighting fixtures at the facility

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Styles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Award of contracts to Action Southland Towing and B&D Towing to provide on-call towing service. (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

For the City Council to award contracts to Action Southland Towing and B&D Towing for on-call towing services for the Police Department.

BACKGROUND

The current contracts for on-call towing services will expire effective February 29, 2020. A Request for Proposals (RFP) for tow services was issued on October 30, 2019. The pre-proposal meeting was held on November 13, 2019, with fifteen (15) tow companies in attendance. The due date for the completed proposals was December 2, 2019. Staff received seven (7) completed proposals.

DISCUSSION

The proposals submitted were reviewed by a committee comprised of members of the Traffic Unit of the Police Department. The criteria included compliance with the terms required in the RFP on a pass/fail basis, with three of the seven tow companies passing the initial screening process.

In January of 2020, members of the committee conducted inspections of the three remaining companies' tow yards. At that time, each company was rated based upon the tow yard inspection form that had been disclosed in the RFP with each company rated on a pass/fail system as outlined. The yard inspections were critical as specific security measures listed in the RFP were required, and failure to meet the security measures would result in disqualification.

After conducting the yard inspection, two remaining companies listed below are considered to have passed the RFP scoring process:

- Action Southland Towing
- B & D Towing

FINANCIAL IMPACT

There is no impact to the general fund.

RECOMMENDATION

It is recommended that the City Council:

- Award contracts to Action Southland Towing and B&D Towing, for a term of five years commencing March 1, 2020, to provide on-call rotational towing services for the Police Department; and
- Authorize the City Manager to sign the agreements on behalf of the City.

By: Lt. Patrick Gildea

ATTACHMENTS:

Description	Upload Date	Type	File Name
B&D Towing	2/19/2020	Agreement	B_D_Towing__Inc._agreement.pdf
Action Southland	2/19/2020	Agreement	Action_Southland_agreement.pdf

Contract for Police Rotational Towing and Storage Services

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **B & D Towing Inc., dba Balcaceres and Davalos Towing**, 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 _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Police Rotational Towing and Storage Services for the City Of Garden Grove On An On-Call Basis.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide such services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the agreement shall be for a period of five (5) years starting March 1, 2020. All service shall be provided in accordance with the Scope of Work, Attachment, "A" which is incorporated herein by reference.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal and Scope of Work. The Proposal is incorporated herein by reference. The Proposal, Scope of Work, and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows: CONTRACTOR may charge vehicle owners the amount(s) not to exceed those charges approved by the City pursuant to the SCOPE OF WORK, attached herein as Attachment "A" and the AUTHORIZED TOWING AND STORAGE FEE SCHEDULE, attached herein as Attachment "B", which are incorporated herein by this reference.
4. **Insurance Requirements.**
 - 4.1 **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, and a ***waiver of subrogation, for all policies, waiving subrogation against the City, its officers, officials, agents, employees, and volunteers.*** All insurance required by this contract shall remain in ***full force and effect*** for the ***duration*** of this agreement.

- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors 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 in full force and effect the following insurance for the duration of this Agreement:
- (a) Commercial general liability 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 \$5,000,000 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.
 - (c) On-Hook liability in an amount not less than \$200,000 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) Garage keepers legal liability, including Garage keepers extra legal liability/ Garage keepers direct in an amount not less than \$1,000,000 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.
 - (e) Excess liability coverage, following form to the underlying policies, 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) Commercial general liability, 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), Automobile liability, 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.

An Additional Insured Endorsement for the policy under section 4.3 (c), On-hook liability, 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 (d), Garage Keepers liability, including Garage keepers extra legal liability/Garage keepers direct, 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, and storage of vehicles. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, under section 4.3(e) Excess liability, 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 follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

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 by excess of the CONTRACTOR's insurance and shall not contribute with it.

- 4.4 If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 4.5 If the CITY reasonably determines that the amounts of insurance held by the CONTRACTOR pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, the CONTRACTOR shall modify the existing coverage or obtain additional policies, as the CITY shall reasonably determine. All new policies shall be on the terms and conditions contained herein.
- 4.6 The CONTRACTOR shall annually within ten (10) days of the anniversary of the effective date of this Agreement and at any other time requested by CITY, provide to the CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.
- 4.7 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.** In performing services pursuant to this Agreement, CONTRACTOR shall at all times comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including the provisions of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended.

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.

IF TO CONTRACTOR:

B & D Towing Inc., dba
Balcaceres and Davalos Towing
Attention: Efrain Davalos Jr., President
1502 North Susan Street
Santa Ana, CA 92703

IF TO CITY:

City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

WITH COPY TO:

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **Contract Documents.** This Agreement shall include the requirements of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended, the Scope of Work, the CITY's Request for Proposals and the CONTRACTOR'S proposal which are each incorporated herein by reference. In the event of any inconsistency among these documents, the terms of this Agreement, Chapter 5.52 of the Garden Grove Municipal Code, the Scope of Work, the CITY's Request for Proposals and lastly the CONTRACTOR's Proposal shall, in that order, 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 or otherwise to perform the work. CONTRACTOR shall maintain in effect throughout the term of this Agreement all licenses and permits required to perform the services required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR 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 Contractor 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 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 are 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 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.** CONTRACTOR 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 but not limited to, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. This obligation shall also include payment of reasonable attorney fees and other litigation costs incurred by CITY. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, shall be due to the sole negligence or intentional 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. **Termination.**

- 17.1 This Agreement may be terminated by the CITY at any time during the term, upon breach of this Agreement or violation of the provisions of Chapter 5.52 of the Garden Grove Municipal Code. In the event of termination for cause by the CITY, the CONTRACTOR shall be compensated for those services that have been fully and adequately completed and accepted by the CITY as of the date of termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination. Termination of this Agreement for cause may be considered by the CITY in determining whether to enter into future contracts with CONTRACTOR.
- 17.2 This Agreement may also be terminated by the CITY without cause upon thirty (30) days notice. In the event that the CITY should terminate the Agreement without cause, the CONTRACTOR shall be entitled to payment for services fully and adequately provided hereunder prior to the effective

date of the termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination.

17.3 In the event this Agreement is terminated as provided by this Section 17, the CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

17.4 The rights and remedies of the parties provided in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.

18. **Insolvency.** The CONTRACTOR shall not, without the prior written consent of CITY, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of the CONTRACTOR, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by the CONTRACTOR under any insolvency or bankruptcy proceeding constitutes a breach of contract by the CONTRACTOR, and all property assigned by the CITY for safe care shall be "released" by CONTRACTOR to another assigned service provider, as specified by the Chief of Police, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.

19. **Integration.** This Agreement fully expresses all understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.

20. **Amendments.** No modification, amendment, addition to, deletion or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all parties.

21. **No Waiver.**

21.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

21.2 The waiver by the CITY of any breach by the CONTRACTOR of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by the CONTRACTOR either of the same or a different provision of this Agreement.

22. **Third Party Beneficiaries.** The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.
23. **Change of Circumstances.** Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.
24. **Severability.** If any term or condition, paragraph, phrase or word of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
25. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.
26. **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

(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: _____

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
B & D Towing Inc., dba
Balcaceres and Davalos Towing
By: [Signature]
Name: Efrain Davalos Jr.
Title: President
Date: 2/7/2020
Tax ID No. 03-0435721

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:

[Signature]
Garden Grove City Attorney

2-12-2020
Date

ATTACHMENT "A"

RFP No. S-1260

PROVIDE POLICE ROTATIONAL TOWING AND STORAGE SERVICES TO THE CITY OF GARDEN GROVE ON AN ON-CALL BASIS

SCOPE OF WORK

The City of Garden Grove (CITY) is seeking one or more contractors to Provide Police Rotational Towing and Storage Service for the City Of Garden Grove On An On-Call Basis in accordance with the Scope of Work detailed below. The Contractor shall furnish All Labor, Materials, Equipment and incidentals needed to provide towing and storage services on an on-call basis for the City of Garden Grove. The CITY intends to enter into an Agreement(s) for a fixed period(s) of time with options to renew or extend the Agreement(s) for additional terms, exercised one year at a time.

1. SERVICES GENERALLY

- 1.1 The CONTRACTOR has the right to tow, impound, and store vehicles at the direction of the Garden Grove Police Department (hereinafter "Police Department" or "G.G.P.D.") within or out of the jurisdictional boundaries of the CITY, subject to the Police Department's call-for-service system, as it may be amended from time to time, at the Police Department's sole discretion.
- 1.2 Provided, however, that nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than the CONTRACTOR.
- 1.3 Provided, however, that when, in the opinion of the Police Department, an emergency exists, or where the CONTRACTOR is either unable or unwilling for any reason to provide adequate or timely tow service, the Police Department shall have the right to call other tow services, which may or may not be under contract with the CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of the Police Department.

2. LOCATION

- 2.1 CONTRACTOR shall maintain a physical location with a yard for vehicle storage, along with an office for payment of fees and vehicle releases, which location shall be **within 2.5 miles of the CITY limits**, and from which the business shall be conducted. Such physical location shall be subject to approval by the Chief of Police or his/her designee. A company may establish and maintain an additional location within or outside the CITY as a yard for vehicle storage, subject to the approval by the Chief of Police or his/her designee. Except as otherwise directed by the Police Department, each vehicle towed

pursuant to this Scope of Work shall be stored at a facility, which is located within 2.5 miles of the CITY limits. ***Distance shall be measured by distance straight line, without regard to intervening structures or objects, from the nearest point on the property line of the parcel where the tow service facility is located to the nearest point on the city limit boundary.*** All business offices and storage facilities shall meet all requirements of the contract and the Scope of Work within this RFP document.

- 2.2 All vehicles stored or impounded at the direction of the Police Department shall be towed directly to the CONTRACTOR's impound and storage facilities, unless the Police Department requests that they be taken to some other location. If the vehicle is towed pursuant to a citizen request, then at the request of the citizen the vehicle can be stored at any business location of the owner, which has been approved, by the Chief of Police, or his/her designee.
- 2.3 Any proposed change in the CONTRACTOR's facility locations shall be reported, in writing, to the police department at least sixty (60) days prior to making such change. The CONTRACTOR shall obtain the approval of the Chief of Police or his/her designee for any change of location.

3. PERSONNEL

- 3.1 CONTRACTOR shall comply with, and ensure that each of its tow truck drivers complies with, Garden Grove Municipal Code ("GGMC") Sections 5.52.330 and 5.52.340 (tow truck driver permit requirements). The CITY shall review each application in accordance with Sections 5.52.330 and 5.52.340.
- 3.2 No person employed as a tow truck driver for the CONTRACTOR shall have access to any G.G.P.D. stored or towed vehicle until such time as that person has received written approval from the Chief of Police or his/her designee.
- 3.3 Any tow truck driver permit application obtained by the CONTRACTOR or its driver from the Police Department shall be returned to the Police Department accompanied by a State of California Department of Motor Vehicles ("DMV") printout.
- 3.4 Tow truck operators shall be proficient in the use of the tow truck they are driving and related equipment, including, but not limited to the procedure necessary for the safe towing and recovery of various types of vehicles. It is the responsibility of the tow service company to ensure, its drivers are trained, qualified and competent employees of the business. The drivers shall complete training and have received a certificate of completion through a recognized tow industry association or company specialized in the training of tow drivers. The training shall be hands on and a minimum of 16 hours for light duty class tow trucks and 24 hours for heavy duty class tow trucks. A copy of the certificate of completion for each tow truck operator providing services pursuant to this Agreement shall be provided by CONTRACTOR to the Police Department prior to commencement of each operator's employment.

- 3.5 All CONTRACTOR tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to Vehicle Code Sections 13378 and 12804.9(b).
- 3.6 CONTRACTOR shall provide to the Police Department annually (within 10 days of the anniversary of the Agreement) a list of its tow truck operators, including driver's license numbers and a DMV printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to the police department immediately, including submittal of the above-referenced information.
- 3.7 CONTRACTOR shall notify the Chief of Police or his/her designee in ten (10) days of any change of information on the original application. Failure to notify the Chief of Police in ten (10) days is grounds for revocation of the written approval.
- 3.8 CONTRACTOR shall provide to the Police Department the name of any tow truck operator no longer employed by CONTRACTOR. This notification shall be given to the Traffic Department no later than ten (10) business days following the last date of such operator's employment by CONTRACTOR.
- 3.9 The CONTRACTOR shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service to the CITY.
- 3.10 The CONTRACTOR shall participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program.
- 3.11 The CONTRACTOR's tow truck operators shall maintain acceptable standards of dress, including uniforms and cleanliness while on duty.
- 3.12 The CONTRACTOR's tow truck operators shall cooperate with and abide by the instructions of the police officers in the field.
- 3.13 Each of CONTRACTOR's tow truck operators shall obtain from the CITY a clip-on identification tag which such operator shall wear at all times when performing services for the CITY in order to allow ease of tow truck operator identification.
- 3.14 If any tow truck operator becomes ineligible to provide tow operator services to the CITY, the CONTRACTOR shall immediately notify the Chief of Police or his/her designee of such ineligibility and the reason(s) therefore.
- 3.15 The CONTRACTOR must have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal.

- A. An applicant who does not meet the three (3) verifiable years for-hire towing experience may be considered, if a full-time manager who possesses the required tow management experience is employed by the company. The manager shall have the authority to conduct all company business.
- B. If the manager ceases to be employed by the company, the tow Agreement shall be deemed suspended until a new qualified manager is in place. The company will have thirty (30) days to replace the manager to be considered for lifting of the suspension.
- C. An owner or operator who releases vehicles, complete lien sales paperwork, and other tow business related documents for three years in the company, with the qualified manager, will fulfill the three years for-hire-towing experience requirement.

4. TOWING SERVICE DUTIES

After being requested to the scene by the Police Department, the CONTRACTOR's tow truck operator shall comply with all of the following:

- 4.1 Not move or attach a tow truck to any vehicle until instructed to do so by the investigating officer of the Police Department.
- 4.2 Cooperate with the investigating officer of the Police Department in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.
- 4.3 On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean up and removal of all vehicle fluids in the street with absorbent material, as directed by CITY officers and in accordance with Section 27700 of the California Vehicle Code.
- 4.4 Provide the owner or driver of towed vehicles (when present at scene) with a CONTRACTOR's business card indicating where the vehicles will be stored or impounded (including address and telephone number).
- 4.5 Vehicles brought to Police Department or a designated facility from the scene for processing and then towed to the tow yard will incur an additional second tow fee equal to one-half of the regular tow fee. Storage fees will not start until this vehicle is stored at the towing facility.
- 4.6 CONTRACTOR shall be responsible and held accountable for personal property, vehicle accessories and the vehicle upon receipt of the vehicle from G.G.P.D. The City of Garden Grove, its officers, agents or employees shall not be liable for loss of or damage to any vehicle, accessory, equipment or personal property towed or stored upon the tow truck driver acknowledging receipt for the vehicle by his/her signature on the stored vehicle report form.

- 4.7 CONTRACTOR shall not dispose of or otherwise relinquish control of any vehicle stored or impounded by G.G.P.D. without a written approval to do so. The written approval is required for any vehicle stored or impounded by G.G.P.D. and the tow truck driver signs a stored vehicle report form and receives a copy of the stored vehicle report. The G.G.P.D. stored automobile release form will be the normal form for release.
- 4.8 The release of property from a vehicle will be handled in the same manner as a vehicle release. The stored automobile release form will again be used, but a stamp, "property only" will be utilized at the top of the form. The person who authorizes the release of the property will make the modification and will be specific as to description of the property to be released.
- 4.9 Vehicles shall be released during the business hours of 8:00 am to 5:00 pm, Monday - Friday, "excluding holidays and weekends". There will be, however, occasions arising that can require "after hours releases" of certain vehicles. When the circumstances appear to justify an "after hour release" of a vehicle, approval of the release must be secured from the on-duty Police Supervisor. Inoperable vehicles will not be released after hours.
- 4.10 For purposes of clarity, vehicles towed or stored at the request of citizens, for which no stored vehicle report is utilized, will not require a stored automobile release. Citizens requesting the towing of vehicles under their control shall enter into an agreement with the tow service; G.G.P.D. will act as an avenue of communication between the citizen and the tow service.
- 4.11 When a party obtains a G.G.P.D. stored vehicle release and presents it to the tow service, the vehicle and/or property shall be released to that person upon verification of identity and the payment of the fees. The registered owner will be required to pay for "property only" releases at the G.G.P.D. records counter. An after hours fee will be paid to the tow service for "property only" or vehicle releases after the normal business hours of the tow service.
- 4.12 Once the tow service has received the G.G.P.D. stored automobile release, the tow service is no longer obligated to G.G.P.D. for the continued safe storage of the vehicle and/or property taken.
- 4.13 If after a "property only" release is obtained, the registered owner may return to the records counter, produce the paid receipt for the "property only" release and request a vehicle impound release paying the difference.
- 4.14 In the event a vehicle has been stored or impounded by G.G.P.D. due to error or negligence, no charges or fees shall be paid and the vehicle shall be released to the owner or the owner's agent. The City of Garden Grove shall not be liable for any such charges or fees.

- 4.15 If the error is not discovered before charges or fees are paid to CONTRACTOR for the release of vehicle by owner or owner's agents. CONTRACTOR shall issue a refund of such charges or fees, if requested within a period of thirteen (13) days after the vehicle is stored.
- 4.16 If the error is not discovered for a period of thirteen (13) business days after the vehicle is stored and the tow service has initiated lien sale process, as required by C.V.C 22851.8, the tow service shall be entitled to recover actual costs incurred to initiate the lien.
- 4.17 In the event a tow truck driver has hooked up a vehicle at the direction of G.G.P.D. and the vehicle owner or person in control of the vehicle appears, and the officer decides the vehicle can be released at the scene, then a payment of one-half (1/2) of the tow charge may be charged by CONTRACTOR to and be payable by the vehicle owner or person in control of the vehicle prior to the vehicle being dropped. The G.G.P.D. officer will complete the stored vehicle report noting the release and payment. The officer will then give the tow truck driver the copy as though the tow had been completed. A case number will be assigned to the release of the vehicle; no SVS entry will be made.
- 4.18 In the case of a vehicle stored or impounded by G.G.P.D. that is of low value and qualifies as a junk vehicle as described within California Vehicle Code Sections 22670 or 22851.10, the tow service may request D.M.V. Form 462, Public Agency Authorization to dispose of a Vehicle to a Scrap Iron Processor or Dismantler, in lieu of obtaining the stored automobile release to process a lien sale for the vehicle. This form will suffice for final disposition of the vehicle and no other release is necessary. Form #462 cannot be issued for (15) fifteen days from the day the vehicle is first stored at the tow facility.
- 4.19 In addition to the storage yard, the tow service shall maintain a closed building that affords storage of four (4) additional full size vehicles. This enclosure shall be of such size and construction to allow for Forensic Services examination of the cars in a dry environment during inclement weather. Access to this enclosed storage building shall be severely limited by CONTRACTOR, as directed by the investigator assigned to the case for which the vehicle has been impounded.
- 4.20 CONTRACTOR must advise the Police Department Traffic Division in writing within ten (10) business days, if a person picking up a vehicle, complains to the tow service of damage to the vehicle or any missing vehicle accessories or personal property from the vehicle for which the tow service company denies responsibility.
- 4.21 All CONTRACTOR's employees who have access to the storage yard or the personal property which is taken out of any vehicle for storage or safe keeping must provide a complete set of finger prints, complete an application and have written authorization from the Garden Grove Police Chief for such access.

- 4.22 Upon request of (a) the registered owner; (b) the legal owner; (c) the insurance carrier of either (a) or (b) of this section; or (d) the duly authorized agent of any of the foregoing, CONTRACTOR shall furnish an itemized statement upon request and without demanding payment as a condition. The statement shall include the service performed, labor and special equipment used in towing the vehicle.
- 4.23 A vehicle on a thirty-(30) day hold may be signed over to the tow company by the legal owner prior to the expiration of the thirty (30) days. The legal owner must first obtain a vehicle release from the Police Department. The tow company after receiving the vehicle release from the Police Department must apply for a lien release prior to selling the vehicle.
- 4.24 CONTRACTOR may, in the exercise of CITY's discretion, be assigned by the G.G.P.D. to provide service to a portion of the CITY and/or on a rotational basis. The area assigned to the CONTRACTOR will be determined in the sole discretion of the Police Chief. Currently the CITY is divided into two divisions, "East & West." The division of the CITY is determined by the calls for service within these divisions. In the event a need arises to utilize more tow trucks than one division has, the services of the other division may be used.

5. RESPONSE TIME

- 5.1 The CONTRACTOR shall provide a response time of no more than twenty-five (25) minutes. Response time is the difference between the time the CONTRACTOR is notified and the time the tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability is not an acceptable reason for failure to meet response times.
- 5.2 The CONTRACTOR shall give priority to all of the CITY's requests for service.
- 5.3 The CONTRACTOR's dispatcher shall notify the Police Department when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, the CONTRACTOR's dispatcher shall again notify the Police Department and give the new estimated time of arrival. To ensure a timely response, the Police Department, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.
- 5.4 If the tow truck unit(s) has/have not arrived at the scene within twenty (25) minutes from the time requested, the Police Department, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with the CITY or not since there may be a situation where a contract tow company is not available and/or does not have the equipment to handle the requested task. It will then be

necessary for the Officer to call a tow company not on the CITY's rotational tow list. This decision is at the discretion of the officer on scene.

- 5.5 In the event CONTRACTOR is unable to respond to calls at the request of the Garden Grove Police Department, it shall be understood that the Police Department has the right to call another towing company on the rotation list. The original tow service will be placed on the bottom of the rotation list. It is incumbent upon the tow service to advise the police dispatcher of any problems that may arise to adversely affect response time.
- 5.6 The Police Department, in order to expedite service can request any tow service out of order on the rotation list. The tow service requested will not lose its place on the rotation list.
- 5.7 If, while rendering assistance in response to a CITY call for towing, a second CITY call for towing is generated to the CONTRACTOR, the CONTRACTOR's tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

6. EQUIPMENT STANDARDS

- 6.1 All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity can be limited by the capacity of the chassis and the optional equipment selected. The criteria to determine the safe towing limits are:
 - (1) The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Ratings (FAWR, RAWR).
 - (2) The truck must meet all applicable State and/or Federal standards.
 - (3) A tow driver when towing a vehicle shall not exceed the GVWR and the Axle Weight Rating (AWR) for the tow truck.
 - (4) CONTRACTOR must have a qualified driver for each piece of equipment owned and listed in their proposal.
- 6.2 The CONTRACTOR shall own or have leased to it at least four (4) tow trucks that will be based at its CITY-approved storage facilities and which trucks shall be available to perform towing services at all times during the term of this Agreement. Two trucks shall have a minimum GVWR of 19,000 lbs. The CONTRACTOR shall not use a tow truck with a class rating of less than one ton.

- 6.3 The CONTRACTOR shall have at least three (3) conventional slings or wheel lift type trucks, one (1) rollback car carrier, one (1) 16 ton 35GVW medium duty truck, and one (1) 50 ton 80 GVW heavy duty truck throughout the term of the contract.
- 6.4 The CONTRACTOR's vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, Sections 615, 24605, 25100, 27700, and 27907. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools (required to remove a drive shaft if necessary) crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, go jacks and safety chains.
- 6.5 All CONTRACTOR's vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle. Notwithstanding the foregoing in Section 6.5, if the CONTRACTOR does not have the necessary equipment to handle large trucks, trailers, tractors or other heavy vehicle equipment, the CONTRACTOR may decline to provide the requested service.
- 6.6 The CONTRACTOR's vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.
- 6.7 Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Police Department shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.
- 6.8 Any equipment used and maintained by the CONTRACTOR shall be available for inspection by the Police Department upon request. The CONTRACTOR vehicles shall be subject to random inspection by the CITY.
- 6.9 The CONTRACTOR shall be equipped for and have personnel proficient in, unlocking locked vehicles. The CONTRACTOR shall unlock locked vehicles when requested to do so by the Police Department.
- 6.10 Throughout the term of the contract, the CONTRACTOR shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, all vehicles, facilities, equipment, and materials used by the CONTRACTOR in the performance of the work. Any additions to or deletions from the CONTRACTOR's tow truck fleet shall be reported immediately, in writing, to the Chief of Police or his/her designee.

- 6.11 CONTRACTOR shall maintain four (4) operational tow trucks. If, for any reason, CONTRACTOR has only three (3) operational tow trucks, CONTRACTOR shall be allowed thirty (30) days including holidays and weekends to have four (4) operational tow trucks. If the CONTRACTOR has two (2) or less tow trucks operational, it will be removed from the rotational list, until it has three (3) tow trucks operational. The CONTRACTOR will then be allowed up to an additional fifteen (15) days, including holidays and weekends, to get another tow truck operational, for a total of four (4) operational tow trucks. Failure to comply shall be a breach of the contract. Repeated instances of less than four (4) operational tow trucks shall constitute grounds for termination of the tow services agreement.

7. COMMUNICATIONS EQUIPMENT

- 7.1 The CONTRACTOR during the term of the contract shall maintain, and have approved by the City, a continuous means of communication between the Contractor's dispatcher and each CONTRACTOR tow vehicle. The CONTRACTOR shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from the police department and members of the public.
- 7.2 Use of Citizen's Band Class D radio equipment by the CONTRACTOR is prohibited.
- 7.3 Telephone service maintained by CONTRACTOR shall be adequate to receive police calls without delay. The telephone terminals shall be monitored at all times. Recording machines or similar devices are not allowed. If a call from G.G.P.D. is not answered within six (6) rings or the line is busy after two attempts, or placed on hold for more than a minute, the call will be terminated, the CONTRACTOR will be placed on the bottom of the rotation list and the tow service next in line will be called.
- 7.4 The CONTRACTOR shall provide a list of telephone numbers to be called in order of priority. Changes to contact list shall be provided immediately in writing to the Chief of Police or his/her designee along with the effective date of the change(s).

8. HOURS

- 8.1 The CONTRACTOR shall provide twenty-four (24) hour towing service, seven (7) days a week.
- 8.2 The CONTRACTOR shall ensure that there will be an employee on call twenty-four (24) hours a day, seven (7) days a week and capable of being present or available for releasing impounded or stored vehicles to the public in accordance with Section 4.9 of this Agreement. CONTRACTOR's response time for such releases shall be no longer than one (1) hour.

9. VEHICLE IDENTIFICATION

- 9.1 Each CONTRACTOR vehicle shall display identification signs in compliance with Section 27907 of the California Vehicle Code. The CONTRACTOR shall not display any signs or advertising that indicates that the CONTRACTOR is an official towing service or police garage of the CITY.
- 9.2 The CONTRACTOR shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with the CITY, nor shall the CONTRACTOR advertise any address or telephone number of the CITY as a location or place to call for vehicle towing and storage service.

10. STORAGE SERVICE RESPONSIBILITIES

- 10.1 The CONTRACTOR shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by CONTRACTOR. It shall be the Contractor's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.
- 10.2 The CONTRACTOR shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by CONTRACTOR or its employees to any vehicle under their control.

11. STORAGE FACILITY STANDARDS

The CONTRACTOR shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

- 11.1 All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The storage yard shall be enclosed with a concrete block wall or chain-link type fence of a height of not less than six (6) feet. The top of the fence shall be equipped with two (2) or more strands of barbed wire installed in such a manner as to discourage access by climbing the fence. Concertina type razor wire may be substituted for barbed wire, subject to G.G.P.D. approval.
- 11.2 The bottom edge of the fence shall not rise more than two (2) inches above the finished surface of the parking area of the storage yard. A secure locking system shall be a part of the gate and it shall otherwise meet the same standards for security as described for the fence.
- 11.3 All storage facilities shall be paved and maintained in good working order and secured at all times. Any damage affecting security of vehicles, lighting and/or evidence shall be repaired within twenty-four (24) hours of the damage.

- 11.4 The minimum total capacity of the CONTRACTOR's storage facilities for storage shall be spaces for seventy-five (75) vehicles.
- 11.5 All storage facilities must be approved for security by the Chief of Police, or his/her designee, and available for inspection by the Police Department at all times upon request of the Chief of Police or his/her designee.
- 11.6 In the event of theft from the vehicles stored in the yard, the CONTRACTOR must take additional measures satisfactory to the G.G.P.D. to protect the vehicles and property in the vehicles.
- 11.7 Registered or legal owners, having obtained a vehicle release from the Garden Grove Police Department, shall be allowed to inspect their vehicle without having to pay the storage fees first.
- 11.8 The CONTRACTOR shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be handled pursuant to Section 12 below.
- 11.9 If the CONTRACTOR videotapes or otherwise records images of the storage facility, such videotapes and photographs shall be maintained by the CONTRACTOR for at least ninety-(90) days.

12. IMPOUNDED VEHICLES & INSIDE STORAGE

- 12.1 Vehicles that have been impounded by order of the police department shall not be released, lien sold, worked on, altered, or tampered with, without a written release from the Police Department.
- 12.2 The CONTRACTOR shall maintain, without charge to the CITY, separate, fully enclosed, and secure garage storage facilities for a minimum of four (4) vehicles ordered impounded by the Police Department.
- 12.3 The Police Department shall have sole access to such separate impound facilities when vehicles are being held for evidence.
- 12.4 The Police Department shall designate when a vehicle is to be placed into inside impound storage. Vehicles placed into this impound space shall not be removed from such protection until approved and authorized in writing by the investigating officer of the Police Department.
- 12.5 The CONTRACTOR shall notify the Police Department of any vehicles being impounded within the CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

13. RELEASE OF VEHICLES

- 13.1 The CONTRACTOR is responsible for the release of all vehicles stored by the Police Department, including impounded vehicles. The CONTRACTOR is hereby granted authority to release to the registered owner, legal owner, or authorized representative, all vehicles that the tow company did not receive a stored vehicle report, (Form 180), from the Officer or CITY employee at the scene.
- 13.2 After obtaining a release from the Garden Grove Police Department, registered or legal owners or an agent of the owner requesting to inspect their vehicles or remove property from their vehicles shall be allowed to do so without having to pay the storage fees first. Such inspections and property removals shall be available only during the CONTRACTOR's regular business hours.

14. RECORDS

- 14.1 The CONTRACTOR shall log, maintain, complete and accurate business records of the tow service including: a description of the vehicle, nature of service, time, location, tow truck driver handling the call and an itemized total charge. These records shall be available for inspection by G.G.P.D., with or without cause, with 24 hours' notice, during normal business hours. These records shall be kept for a minimum period of three (3) years.
- 14.2 Record systems must provide for immediate access, upon inquiry by the Chief of Police or his/her designee, to the following information:
 - 14.2.1 Locate vehicle from the Police Department's report number.
 - 14.2.2 Locate vehicle from license number only.
 - 14.2.3 Locate vehicle from make, color, date and location of impound.
 - 14.2.4. Date of filing of all lien sale documents with DMV.
- 14.3 The CONTRACTOR shall submit a report, by the 10th day of each month, to the Police Department, which shall include all of the following information for the preceding month:
 - 14.3.1 Total CITY impounds and storages.
 - 14.3.2 Number of times dispatched by the Police Department.
 - 14.3.3 Number of calls for service resulting in impounds.
 - 14.3.4 Number of calls for services that resulted in having to spend more than one hour on the call.

15. LIENS AND DISPOSALS

- 15.1 On or before the 10th of each month, the CONTRACTOR shall furnish to the Police Department, a list of all vehicles that have been sold at lien sale during the previous month, and date of the action. This list shall include the vehicle owner's name, address, vehicle make, vehicle model, vehicle year, license number, VIN number, and Police Department record number. Copies of all lien sale documents shall be submitted with each list. The document shall be dated and is to include all charges imposed on each sale.
- 15.2 Prior to a lien sale of any vehicle, CONTRACTOR shall confirm with CITY the amount of any outstanding amounts due with respect to parking citations pertaining to the vehicle and shall cooperate with CITY to recover, the extent feasible, all such outstanding amounts due. Notwithstanding the lien priority established pursuant to subdivision (b) of Vehicle Code Section 22851.1, for all lien sold vehicles that were impounded and not released under, or in connection with, subdivision (i) of Vehicle Code Section 22651, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price received by CONTRACTOR. For all lien sold vehicles with respect to which outstanding amounts are owed CITY for parking violations, but with respect to which CITY does not have a lien pursuant to Vehicle Code Sections 22651(i) or 22851.1, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price otherwise due to CONTRACTOR in satisfaction of its lien pursuant to Vehicle Code Section 22851(a). CONTRACTOR shall be responsible for filing of all necessary paperwork related to the lien sale and satisfaction of outstanding amounts owed CITY with respect to parking citations.
- 15.3 The CONTRACTOR shall comply with all State law requirements for the disposal of unclaimed vehicles.

16. INSPECTION

- 16.1 A CHP (California Highway Patrol) inspection of the company's towing equipment, facility or facilities is required.
- 16.2 In addition to the CHP inspection report, the CONTRACTOR's towing equipment, facility or facilities may be inspected at least two (2) times per year (annually) with 24 hours' notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Garden Grove Police Department shall be authorized to perform field inspections of CONTRACTOR's equipment at any time without notice.
- 16.2 The City Building Division and the Fire Department, on request of the Chief of Police, may inspect the premises proposed to be devoted to public automobile storage and make recommendations to the Chief of Police or his/her designee.

- 16.3 CONTRACTOR's towing equipment, facility or facilities may be inspected with or without cause and without notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Police Department may rely on inspections conducted by the CHP.
- 16.4 If any deficiencies or equipment violations are discovered during any Police Department or CHP inspection, the CONTRACTOR will be so advised in writing. The CONTRACTOR will be given ten (10) business days, to rectify the deficiency or violation. Failure to comply will constitute a breach of this agreement.
- 16.5 If in the opinion of the Police Department Traffic Division, the deficiencies or equipment violations which are discovered during any Police Department or CHP inspection prevent a vehicle from being operated in a safe manner, the vehicle will be taken out of service. Failure to comply may result in the CONTRACTOR being removed from the call list.

17. MOTORISTS ASSISTANCE

- 17.1 Whenever a motorist requests tow assistance from the Police Department and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of the Police Department, be assigned to either the CONTRACTOR or another tow service company awarded a contract for tow service by the CITY. All charges arising out of such assistance assigned to the CONTRACTOR shall be the exclusive responsibility of the CONTRACTOR and the requesting motorist. The CITY shall not be liable for any charges whatsoever arising out of a motorist assistance call. The CONTRACTOR shall not charge such motorist more than the rates specified in the contract.

18. ASSUMPTION OF RISK

- 18.1 The CONTRACTOR assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by the CONTRACTOR, its employees or agents.
- 18.2 Notwithstanding any other term or condition herein, in responding to any call from the police department, the CONTRACTOR shall have no claim whatsoever against the CITY or any right to recover from the CITY for the cost of any of the services it renders in the performance of the contract. The CONTRACTOR shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the CONTRACTOR.
- 18.3 The CONTRACTOR shall assume the entire risk of nonpayment of any service charges incurred pursuant to the Agreement.

19. DRY RUNS

- 19.1 The CITY shall not be liable to pay to the CONTRACTOR any charge whatsoever or fee for a call that does not result in a chargeable service being rendered by the CONTRACTOR (i.e., a "dry run").
- 19.2 In the event the police department errs in impounding or storing vehicle(s), the CONTRACTOR shall cause the release of vehicles upon the direction of the police department without charge for towing or storage.

20. CITY VEHICLE TOWING

- 20.1 The CONTRACTOR shall provide, *without cost to the CITY*, towing of all CITY owned vehicles as requested by the CITY.

21. ADDITIONAL RESOURCES

- 21.1 It shall be the responsibility of the CONTRACTOR to provide equipment and to perform the duties as required by the Police Department. The CONTRACTOR is hereby granted authority to utilize additional resources whenever deemed necessary to perform tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator whose employees have approval as provided for in the contract. This, however, shall not relieve the CONTRACTOR of its duties and responsibilities, and any additional cost incurred as a result of utilizing additional resources shall not be charged to the CITY.

22. ABANDONED VEHICLES

- 22.1 Vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to Section 22660 of the California Vehicle Code are excluded from the contract. No charge shall be assessed against the CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

23. CONTRACTOR'S CONDUCT

It shall be grounds for termination of the contract, if CONTRACTOR, or any of its agents or employees or any person(s) connected or associated with the CONTRACTOR as an operator, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the CONTRACTOR has committed any one of the following acts:

- 23.1 Has been convicted of a felony or any crime involving theft, embezzlement, stolen property, fraud or crimes of violence within the last ten (10) years or is so convicted during the term of the Agreement.

- 23.2 Has published, uttered or disseminated any false, deceptive or misleading statements or advertisement in connection with the operation of the towing service.
- 23.3 Has conducted the towing service in a manner contrary to the peace, health, safety, and general welfare of the public.
- 23.4 Has violated or permitted other persons to violate, through an act of omission or commission by the CONTRACTOR, any felony or misdemeanor crime involving sexual offenses or moral turpitude, or a felony involving sale or use of a controlled substance, or any act of dishonesty, fraud, within the last ten (10) years.
- 23.5 Had an inspection or investigation by the City Building Division, Police Department, or Fire Department, which revealed a deficiency, violation, or conduct that endangers the peace, health, safety and general welfare of the public.
- 23.6 Employs tow truck drivers under 18 years of age.
- 23.7 Fails to notify the Garden Grove Police Department Traffic Division in writing of any names, addresses, driver's license number of any newly employed tow truck driver within ten (10) business days of their hire date, or fails to notify the Garden Grove Police Department Traffic Division within ten (10) business days of any tow truck driver who is no longer employed by CONTRACTOR.
- 23.8 Has charged fees in excess of the schedule rates approved by the Police Department for rotational tow services or in excess of any Federal, State, County or City laws or regulations for towing and/or storage of vehicles or any service incidental to towing.
- 23.9 Has allowed the services of a tow service driver with a record of violations of the Vehicle Code which has resulted in the suspension or revocation of their driver's license or a second (2nd) driving under the Influence or reckless driving conviction within the three (3) years preceding the most recent violation, to remain in CONTRACTOR's employment as a driver providing service to the CITY.
- 23.10 Fails to comply with any California Vehicle Code, Federal, State, or County regulations and laws relating to towing and/or storing of vehicles, including the impounding and storing of vehicles from private property.
- 23.11 Fails to maintain control of any personal property, vehicle accessories and vehicles, which have been towed.
- 23.12 Fails to reimburse the legal or registered owner for damage or loss that occurs while the vehicle was in the CONTRACTOR's custody.

- 23.13 Having allowed an unauthorized person access to the storage yard or facilities.
- 23.14 Any other grounds as outlined in the Agreement between the CITY and the CONTRACTOR.
- 23.15 Has knowingly made false, misleading or fraudulent statements of a material fact in a report or record required to be filed with the Garden Grove Police Department.
- 23.16 Has stopped and solicited on any street, highway or other public thoroughfare the rendering of assistance to a person or disabled vehicle without first being requested to do so, except to render emergency aid when there exists an imminent peril to life or property.
- 23.17 Has charged for services not performed, equipment not employed or used, service or equipment not needed, or has otherwise materially misstated the nature of any service performed or equipment used.
- 23.18 Has been denied consideration for placement on another police department tow list or suspended from another police department tow list, within five (5) years of applying to provide tow services to the City of Garden Grove, or during the term of the CONTRACTOR's agreement with CITY.
- 23.19 Obtaining a tow contract from the CITY by use of fraud, trick, dishonesty, or forgery.
- 23.20 Towing a vehicle to a location other than approved by the Police Department as an authorized storage facility without first receiving prior authorization to do so by the Police Department.
- 23.21 After towing a vehicle to the CONTRACTOR's storage facilities, towing the vehicle to another location for storage or impound without authorization from the Police Department.
- 23.22 Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.
- 23.23 Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.
- 23.24 The Police Department receives four (4) or more complaints against the CONTRACTOR during any twelve (12) month period that the Police Department, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by the CONTRACTOR.

- 23.26 Failing to comply with any provision of the contract between the CONTRACTOR and CITY.
- 23.27 Repeated or flagrant violations of the provisions of the California Vehicle Code.
- 23.28 Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.
- 23.29 Failing to obtain and maintain a current valid CITY business license.
- 23.30 Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
- 23.31 Allowing the insurance coverage required herein to be withdrawn, lapse or otherwise to no longer being in force for any reason.
- 23.32 Dissolution of business or bankruptcy.
- 23.33 Assignment of the Agreement, or any right or interest stated herein, without the prior written consent of Chief of Police of his/her designee.
- 23.34 Any recurring deviation from the Police Department approved charges as specified herein.
- 23.35 Has committed any act constituting dishonesty or fraud.
- 23.36 Has a conviction or a plea of nolo contendere or guilty to a misdemeanor or felony crime involving sexual offenses, theft, embezzlement, stolen property, fraud, crimes of violence or moral turpitude, or a felony involving sales or use of a controlled substance within the last ten years or during the term of the Agreement between the CONTRACTOR and CITY.
- 23.37 Has published, uttered or disseminated any false, deceptive or misleading statements against the Police Department, the City of Garden Grove or its employees.
- 23.38 Has sold or transferred ownership of CONTRACTOR without prior written approval of the Chief of Police and/or in violation of Garden Grove Municipal Code Sections 5.52.160 through 5.52.180. Upon any change in CONTRACTOR's ownership, CITY reserves the right to re-evaluate the new company/owners per the terms of this RFP and may terminate the Agreement at the sole discretion of the CITY. CONTRACTOR shall not be entitled to terminate the Agreement solely as a result of a change in ownership of CONTRACTOR.

24. FEES/CHARGES

- 24.1 CONTRACTOR shall charge rates for all service, including an after hour's release fee, as established by the Chief of Police or his/her designee. The rates for citizen assist calls for services such as service calls or disabled vehicle tows will be established by the Police Department as commercial rates for CONTRACTOR. The Chief of Police or his/her designee prior to the increase will authorize any and all rate increases.
- 24.2 All rates and charges shall be conspicuously posted in the CONTRACTOR's office and in all tow vehicles, and shall be available for review by Police Department and/or persons for whom tow service is provided. All customer bills shall be itemized. It shall be the CONTRACTOR's responsibility to collect payment for services it renders under the Agreement from the vehicle owners, and the CITY shall not be responsible in any way whatsoever for payment of these charges.
- 24.3 Routine clean-up such as sweep up, fluid clean-up and debris removal shall be include in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of the CONTRACTOR and the CITY), the rate shall be the labor rate referenced in CONTRACTOR'S proposal (quoted for "labor").
- 24.4 The CONTRACTOR, as prescribed within California Vehicle Code Section 22651.1, shall accept a valid bankcard, credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehicle.
- 24.5 Following the completion of the initial three (3) year contract period, the Chief of Police or his/her designee may reevaluate the charges and rates set to ensure that the current rates and charges are reasonable.
- 24.6 Fees for Lien Sale Vehicle Release: A Request Release for Lien Sale-form #439 is required prior to the lien release of any vehicle that has been stored or impounded by the Police Department. The use of this system provides a way to monitor vehicles used or involved in major crimes that may be evidence of the crime, and to prevent their release. An administrative fee of \$12.00 per request release for lien sale form has been established to defray the costs of printing, filing, verifying if the vehicle is needed as evidence, and the postage or delivery of the forms to the CONTRACTOR. The fee will begin upon the inception of this agreement. A check for the accumulative total of request release for lien sale forms will accompany each package submitted.

25. ACTS OR OMISSIONS OF REPRESENTATIVES

- 25.1 It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of the CONTRACTOR in the performance of the services and

obligations under this agreement shall constitute the acts and/or omissions of the CONTRACTOR and not of the CITY.

26. **ENVIRONMENTAL REGULATIONS**

- 26.1 It is understood and agreed by the CONTRACTOR that all state and federal regulations regarding the clean-up and disposal of hazardous materials at the site of all accidents, including those involving CITY owned vehicles, are the responsibility of the CONTRACTOR.
- 26.2 CONTRACTOR is responsible for maintaining all required records and receipts in the event that these documents are requested for proof of compliance. *See guidance documents in APPENDIX C, which do not limit the CONTRACTOR's responsibility for all state and federal regulations regarding hazardous material clean up and disposal.*

27. **APPLICATION FEES**

- 27.1 The CONTRACTOR shall be subject to the following fees intended to defray the CITY's costs of processing the Contract:

Tow Application Fee	\$450.00
<i>(must be included with proposal at the time of submittal)</i>	
D.O.J background check	\$32.00 (made payable to D.O.J
Annual Inspection Fee	\$250.00
Re-Inspection Fee	rate of top step police officer
Tow Driver Permit	\$81.00
Tow Driver Permit Renewal	\$40.00

Live scan forms can be obtained at the Police Department. An appointment must be made with the front desk and please bring payment in the form of cash or check, payable to the City of Garden Grove, at the time of your appointment. The total cost is \$81.00 (D.O.J.-\$32.00, FBI-\$17.00, and Police Department \$25.00).



**RFP NO. S-1260
ATTACHMENT "B"**

AUTHORIZED TOWING AND STORAGE FEE SCHEDULE

SERVICE	FEE
CLASS A	\$200.00
CLASS B OR FLATBED	\$225.00
CLASS C	\$325.00
CLASS D	\$350.00
Dolly, Go-Jacks or Linkage Fee	\$70.00
Rollover or Winching Fee	\$145.00
Clean-Up Fee (fee to City capped at \$35.00 per occurrence)	\$75.00
Hazmat Fee (per five (5) gallon bucket)	\$125.00
Vehicle Storage Fees (Daily)	
Class A-Outside	\$60.00
Class A-Inside	\$65.00
Class B-Outside	\$65.00
Class B-Inside	\$70.00
Class C or Class D-Outside	\$70.00
Class C or Class D-Inside	\$75.00
After Hours Release	50% of the authorized towing charge
Minimum Service Call or Drop Fee	50% of the authorized towing charge
Lien Sale	As authorized by the California Civil and Vehicle Codes
Mileage (per mile outside the corporate city limits)	\$12.00

TO BE POSTED IN A LOCATION CLEARLY VISIBLE TO THE GENERAL PUBLIC



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
90552	B&D TOWING INC	Compliant					
		A+ , X	AmGUARD Insurance Company	K2GP007382	9/17/2019	9/17/2020	Auto Liability
		A- , IX	GuideOne National Insurance Company	56000162000	9/17/2019	9/17/2020	Excess Liability
		A+ , X	AmGUARD Insurance Company	K2GP007382	9/17/2019	9/17/2020	Garage Keeper Liability
		A+ , X	AmGUARD Insurance Company	K2GP007382	9/17/2019	9/17/2020	General Liability
		A , XII	Insurance Company of the West	WVE502471106	10/1/2019	10/1/2020	Workers Comp

Risk Profile : Towing

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers

Contract for Police Rotational Towing and Storage Services

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Action Southland Enterprises, 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 _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Police Rotational Towing and Storage Services for the City Of Garden Grove On An On-Call Basis.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide such services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the agreement shall be for a period of five (5) years starting March 1, 2020. All service shall be provided in accordance with the Scope of Work, Attachment, "A" which is incorporated herein by reference.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal and Scope of Work. The Proposal is incorporated herein by reference. The Proposal, Scope of Work, and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows: CONTRACTOR may charge vehicle owners the amount(s) not to exceed those charges approved by the City pursuant to the SCOPE OF WORK, attached herein as Attachment "A" and the AUTHORIZED TOWING AND STORAGE FEE SCHEDULE, attached herein as Attachment "B", which are incorporated herein by this reference.
4. **Insurance Requirements.**
 - 4.1 **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, and a ***waiver of subrogation, for all policies, waiving subrogation against the City, its officers, officials, agents, employees, and volunteers.*** All insurance required by this contract shall remain in ***full force and effect*** for the ***duration*** of this agreement.

- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors 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 in full force and effect the following insurance for the duration of this Agreement:
- (a) Commercial general liability 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 \$5,000,000 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.
 - (c) On-Hook liability in an amount not less than \$200,000 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) Garage keepers legal liability, including Garage keepers extra legal liability/ Garage keepers direct in an amount not less than \$1,000,000 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.
 - (e) Excess liability coverage, following form to the underlying policies, 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) Commercial general liability, 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), Automobile liability, 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.

An Additional Insured Endorsement for the policy under section 4.3 (c), On-hook liability, 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 (d), Garage Keepers liability, including Garage keepers extra legal liability/Garage keepers direct, 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, and storage of vehicles. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, under section 4.3(e) Excess liability, 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 follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

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.

- 4.4 If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 4.5 If the CITY reasonably determines that the amounts of insurance held by the CONTRACTOR pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, the CONTRACTOR shall modify the existing coverage or obtain additional policies, as the CITY shall reasonably determine. All new policies shall be on the terms and conditions contained herein.
- 4.6 The CONTRACTOR shall annually within ten (10) days of the anniversary of the effective date of this Agreement and at any other time requested by CITY, provide to the CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.
- 4.7 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.** In performing services pursuant to this Agreement, CONTRACTOR shall at all times comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including the provisions of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended.

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.

IF TO CONTRACTOR: Action Southland Enterprises, Inc.
 Attention: Scott Kattengell
 7600 Industrial Way
 Stanton, CA 90680

IF TO CITY: City Manager
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840

WITH COPY TO: Garden Grove City Attorney
 11222 Acacia Parkway
 Garden Grove, CA 92840

10. **Contract Documents.** This Agreement shall include the requirements of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended, the Scope of Work, the CITY's Request for Proposals and the CONTRACTOR'S proposal which are each incorporated herein by reference. In the event of any inconsistency among these documents, the terms of this Agreement, Chapter 5.52 of the Garden Grove Municipal Code, the Scope of Work, the CITY's Request for Proposals and lastly the CONTRACTOR's Proposal shall, in that order, 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 or otherwise to perform the work. CONTRACTOR shall maintain in effect throughout the term of this Agreement all licenses and permits required to perform the services required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR 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 Contractor 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 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 are 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 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.** CONTRACTOR 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 but not limited to, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. This obligation shall also include payment of reasonable attorney fees and other litigation costs incurred by CITY. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, shall be due to the sole negligence or intentional 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. **Termination.**

- 17.1 This Agreement may be terminated by the CITY at any time during the term, upon breach of this Agreement or violation of the provisions of Chapter 5.52 of the Garden Grove Municipal Code. In the event of termination for cause by the CITY, the CONTRACTOR shall be compensated for those services that have been fully and adequately completed and accepted by the CITY as of the date of termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination. Termination of this Agreement for cause may be considered by the CITY in determining whether to enter into future contracts with CONTRACTOR.
- 17.2 This Agreement may also be terminated by the CITY without cause upon thirty (30) days' notice. In the event that the CITY should terminate the Agreement without cause, the CONTRACTOR shall be entitled to payment for services fully and adequately provided hereunder prior to the effective date of the termination. The CONTRACTOR shall provide documentation

deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination.

- 17.3 In the event this Agreement is terminated as provided by this Section 17, the CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.
- 17.4 The rights and remedies of the parties provided in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.
18. **Insolvency.** The CONTRACTOR shall not, without the prior written consent of CITY, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of the CONTRACTOR, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by the CONTRACTOR under any insolvency or bankruptcy proceeding constitutes a breach of contract by the CONTRACTOR, and all property assigned by the CITY for safe care shall be "released" by CONTRACTOR to another assigned service provider, as specified by the Chief of Police, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.
19. **Integration.** This Agreement fully expresses all understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.
20. **Amendments.** No modification, amendment, addition to, deletion or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all parties.
21. **No Waiver.**
- 21.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.
- 21.2 The waiver by the CITY of any breach by the CONTRACTOR of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by the CONTRACTOR either of the same or a different provision of this Agreement.
22. **Third Party Beneficiaries.** The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.

23. **Change of Circumstances.** Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.
24. **Severability.** If any term or condition, paragraph, phrase or word of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
25. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.
26. **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

(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: _____

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Action Southland Enterprises, Inc.

By: _____

Name: SCOTT KATTENGELL

Title: OWNER

Date: 2-13-2020

Tax ID No. 330737871

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:

Omar Landora
Garden Grove City Attorney

2-18-2020
Date



ATTACHMENT "A"

RFP No. S-1260

PROVIDE POLICE ROTATIONAL TOWING AND STORAGE SERVICES TO THE CITY OF GARDEN GROVE ON AN ON-CALL BASIS

SCOPE OF WORK

The City of Garden Grove (CITY) is seeking one or more contractors to Provide Police Rotational Towing and Storage Service for the City Of Garden Grove On An On-Call Basis in accordance with the Scope of Work detailed below. The Contractor shall furnish All Labor, Materials, Equipment and incidentals needed to provide towing and storage services on an on-call basis for the City of Garden Grove. The CITY intends to enter into an Agreement(s) for a fixed period(s) of time with options to renew or extend the Agreement(s) for additional terms, exercised one year at a time.

1. SERVICES GENERALLY

- 1.1 The CONTRACTOR has the right to tow, impound, and store vehicles at the direction of the Garden Grove Police Department (hereinafter "Police Department" or "G.G.P.D.") within or out of the jurisdictional boundaries of the CITY, subject to the Police Department's call-for-service system, as it may be amended from time to time, at the Police Department's sole discretion.
- 1.2 Provided, however, that nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than the CONTRACTOR.
- 1.3 Provided, however, that when, in the opinion of the Police Department, an emergency exists, or where the CONTRACTOR is either unable or unwilling for any reason to provide adequate or timely tow service, the Police Department shall have the right to call other tow services, which may or may not be under contract with the CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of the Police Department.

2. LOCATION

- 2.1 CONTRACTOR shall maintain a physical location with a yard for vehicle storage, along with an office for payment of fees and vehicle releases, which location shall be **within 2.5 miles of the CITY limits**, and from which the business shall be conducted. Such physical location shall be subject to approval by the Chief of Police or his/her designee. A company may establish and maintain an additional location within or outside the CITY as a yard for vehicle storage, subject to the approval by the Chief of Police or his/her designee. Except as otherwise directed by the Police Department, each vehicle towed

pursuant to this Scope of Work shall be stored at a facility, which is located within 2.5 miles of the CITY limits. ***Distance shall be measured by distance straight line, without regard to intervening structures or objects, from the nearest point on the property line of the parcel where the tow service facility is located to the nearest point on the city limit boundary.*** All business offices and storage facilities shall meet all requirements of the contract and the Scope of Work within this RFP document.

- 2.2 All vehicles stored or impounded at the direction of the Police Department shall be towed directly to the CONTRACTOR's impound and storage facilities, unless the Police Department requests that they be taken to some other location. If the vehicle is towed pursuant to a citizen request, then at the request of the citizen the vehicle can be stored at any business location of the owner, which has been approved, by the Chief of Police, or his/her designee.
- 2.3 Any proposed change in the CONTRACTOR's facility locations shall be reported, in writing, to the police department at least sixty (60) days prior to making such change. The CONTRACTOR shall obtain the approval of the Chief of Police or his/her designee for any change of location.

3. PERSONNEL

- 3.1 CONTRACTOR shall comply with, and ensure that each of its tow truck drivers complies with, Garden Grove Municipal Code ("GGMC") Sections 5.52.330 and 5.52.340 (tow truck driver permit requirements). The CITY shall review each application in accordance with Sections 5.52.330 and 5.52.340.
- 3.2 No person employed as a tow truck driver for the CONTRACTOR shall have access to any G.G.P.D. stored or towed vehicle until such time as that person has received written approval from the Chief of Police or his/her designee.
- 3.3 Any tow truck driver permit application obtained by the CONTRACTOR or its driver from the Police Department shall be returned to the Police Department accompanied by a State of California Department of Motor Vehicles ("DMV") printout.
- 3.4 Tow truck operators shall be proficient in the use of the tow truck they are driving and related equipment, including, but not limited to the procedure necessary for the safe towing and recovery of various types of vehicles. It is the responsibility of the tow service company to ensure, its drivers are trained, qualified and competent employees of the business. The drivers shall complete training and have received a certificate of completion through a recognized tow industry association or company specialized in the training of tow drivers. The training shall be hands on and a minimum of 16 hours for light duty class tow trucks and 24 hours for heavy duty class tow trucks. A copy of the certificate of completion for each tow truck operator providing services pursuant to this Agreement shall be provided by CONTRACTOR to the Police Department prior to commencement of each operator's employment.

- 3.5 All CONTRACTOR tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to Vehicle Code Sections 13378 and 12804.9(b).
- 3.6 CONTRACTOR shall provide to the Police Department annually (within 10 days of the anniversary of the Agreement) a list of its tow truck operators, including driver's license numbers and a DMV printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to the police department immediately, including submittal of the above-referenced information.
- 3.7 CONTRACTOR shall notify the Chief of Police or his/her designee in ten (10) days of any change of information on the original application. Failure to notify the Chief of Police in ten (10) days is grounds for revocation of the written approval.
- 3.8 CONTRACTOR shall provide to the Police Department the name of any tow truck operator no longer employed by CONTRACTOR. This notification shall be given to the Traffic Department no later than ten (10) business days following the last date of such operator's employment by CONTRACTOR.
- 3.9 The CONTRACTOR shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service to the CITY.
- 3.10 The CONTRACTOR shall participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program.
- 3.11 The CONTRACTOR's tow truck operators shall maintain acceptable standards of dress, including uniforms and cleanliness while on duty.
- 3.12 The CONTRACTOR's tow truck operators shall cooperate with and abide by the instructions of the police officers in the field.
- 3.13 Each of CONTRACTOR's tow truck operators shall obtain from the CITY a clip-on identification tag which such operator shall wear at all times when performing services for the CITY in order to allow ease of tow truck operator identification.
- 3.14 If any tow truck operator becomes ineligible to provide tow operator services to the CITY, the CONTRACTOR shall immediately notify the Chief of Police or his/her designee of such ineligibility and the reason(s) therefore.
- 3.15 The CONTRACTOR must have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal.

- A. An applicant who does not meet the three (3) verifiable years for-hire towing experience may be considered, if a full-time manager who possesses the required tow management experience is employed by the company. The manager shall have the authority to conduct all company business.
- B. If the manager ceases to be employed by the company, the tow Agreement shall be deemed suspended until a new qualified manager is in place. The company will have thirty (30) days to replace the manager to be considered for lifting of the suspension.
- C. An owner or operator who releases vehicles, complete lien sales paperwork, and other tow business related documents for three years in the company, with the qualified manager, will fulfill the three years for-hire-towing experience requirement.

4. TOWING SERVICE DUTIES

After being requested to the scene by the Police Department, the CONTRACTOR's tow truck operator shall comply with all of the following:

- 4.1 Not move or attach a tow truck to any vehicle until instructed to do so by the investigating officer of the Police Department.
- 4.2 Cooperate with the investigating officer of the Police Department in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.
- 4.3 On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean up and removal of all vehicle fluids in the street with absorbent material, as directed by CITY officers and in accordance with Section 27700 of the California Vehicle Code.
- 4.4 Provide the owner or driver of towed vehicles (when present at scene) with a CONTRACTOR's business card indicating where the vehicles will be stored or impounded (including address and telephone number).
- 4.5 Vehicles brought to Police Department or a designated facility from the scene for processing and then towed to the tow yard will incur an additional second tow fee equal to one-half of the regular tow fee. Storage fees will not start until this vehicle is stored at the towing facility.
- 4.6 CONTRACTOR shall be responsible and held accountable for personal property, vehicle accessories and the vehicle upon receipt of the vehicle from G.G.P.D. The City of Garden Grove, its officers, agents or employees shall not be liable for loss of or damage to any vehicle, accessory, equipment or personal property towed or stored upon the tow truck driver acknowledging receipt for the vehicle by his/her signature on the stored vehicle report form.

- 4.7 CONTRACTOR shall not dispose of or otherwise relinquish control of any vehicle stored or impounded by G.G.P.D. without a written approval to do so. The written approval is required for any vehicle stored or impounded by G.G.P.D. and the tow truck driver signs a stored vehicle report form and receives a copy of the stored vehicle report. The G.G.P.D. stored automobile release form will be the normal form for release.
- 4.8 The release of property from a vehicle will be handled in the same manner as a vehicle release. The stored automobile release form will again be used, but a stamp, "property only" will be utilized at the top of the form. The person who authorizes the release of the property will make the modification and will be specific as to description of the property to be released.
- 4.9 Vehicles shall be released during the business hours of 8:00 am to 5:00 pm, Monday - Friday, "excluding holidays and weekends". There will be, however, occasions arising that can require "after hours releases" of certain vehicles. When the circumstances appear to justify an "after hour release" of a vehicle, approval of the release must be secured from the on-duty Police Supervisor. Inoperable vehicles will not be released after hours.
- 4.10 For purposes of clarity, vehicles towed or stored at the request of citizens, for which no stored vehicle report is utilized, will not require a stored automobile release. Citizens requesting the towing of vehicles under their control shall enter into an agreement with the tow service; G.G.P.D. will act as an avenue of communication between the citizen and the tow service.
- 4.11 When a party obtains a G.G.P.D. stored vehicle release and presents it to the tow service, the vehicle and/or property shall be released to that person upon verification of identity and the payment of the fees. The registered owner will be required to pay for "property only" releases at the G.G.P.D. records counter. An after hours fee will be paid to the tow service for "property only" or vehicle releases after the normal business hours of the tow service.
- 4.12 Once the tow service has received the G.G.P.D. stored automobile release, the tow service is no longer obligated to G.G.P.D. for the continued safe storage of the vehicle and/or property taken.
- 4.13 If after a "property only" release is obtained, the registered owner may return to the records counter, produce the paid receipt for the "property only" release and request a vehicle impound release paying the difference.
- 4.14 In the event a vehicle has been stored or impounded by G.G.P.D. due to error or negligence, no charges or fees shall be paid and the vehicle shall be released to the owner or the owner's agent. The City of Garden Grove shall not be liable for any such charges or fees.

- 4.15 If the error is not discovered before charges or fees are paid to CONTRACTOR for the release of vehicle by owner or owner's agents. CONTRACTOR shall issue a refund of such charges or fees, if requested within a period of thirteen (13) days after the vehicle is stored.
- 4.16 If the error is not discovered for a period of thirteen (13) business days after the vehicle is stored and the tow service has initiated lien sale process, as required by C.V.C 22851.8, the tow service shall be entitled to recover actual costs incurred to initiate the lien.
- 4.17 In the event a tow truck driver has hooked up a vehicle at the direction of G.G.P.D. and the vehicle owner or person in control of the vehicle appears, and the officer decides the vehicle can be released at the scene, then a payment of one-half (1/2) of the tow charge may be charged by CONTRACTOR to and be payable by the vehicle owner or person in control of the vehicle prior to the vehicle being dropped. The G.G.P.D. officer will complete the stored vehicle report noting the release and payment. The officer will then give the tow truck driver the copy as though the tow had been completed. A case number will be assigned to the release of the vehicle; no SVS entry will be made.
- 4.18 In the case of a vehicle stored or impounded by G.G.P.D. that is of low value and qualifies as a junk vehicle as described within California Vehicle Code Sections 22670 or 22851.10, the tow service may request D.M.V. Form 462, Public Agency Authorization to dispose of a Vehicle to a Scrap Iron Processor or Dismantler, in lieu of obtaining the stored automobile release to process a lien sale for the vehicle. This form will suffice for final disposition of the vehicle and no other release is necessary. Form #462 cannot be issued for (15) fifteen days from the day the vehicle is first stored at the tow facility.
- 4.19 In addition to the storage yard, the tow service shall maintain a closed building that affords storage of four (4) additional full size vehicles. This enclosure shall be of such size and construction to allow for Forensic Services examination of the cars in a dry environment during inclement weather. Access to this enclosed storage building shall be severely limited by CONTRACTOR, as directed by the investigator assigned to the case for which the vehicle has been impounded.
- 4.20 CONTRACTOR must advise the Police Department Traffic Division in writing within ten (10) business days, if a person picking up a vehicle, complains to the tow service of damage to the vehicle or any missing vehicle accessories or personal property from the vehicle for which the tow service company denies responsibility.
- 4.21 All CONTRACTOR's employees who have access to the storage yard or the personal property which is taken out of any vehicle for storage or safe keeping must provide a complete set of finger prints, complete an application and have written authorization from the Garden Grove Police Chief for such access.

- 4.22 Upon request of (a) the registered owner; (b) the legal owner; (c) the insurance carrier of either (a) or (b) of this section; or (d) the duly authorized agent of any of the foregoing, CONTRACTOR shall furnish an itemized statement upon request and without demanding payment as a condition. The statement shall include the service performed, labor and special equipment used in towing the vehicle.
- 4.23 A vehicle on a thirty-(30) day hold may be signed over to the tow company by the legal owner prior to the expiration of the thirty (30) days. The legal owner must first obtain a vehicle release from the Police Department. The tow company after receiving the vehicle release from the Police Department must apply for a lien release prior to selling the vehicle.
- 4.24 CONTRACTOR may, in the exercise of CITY's discretion, be assigned by the G.G.P.D. to provide service to a portion of the CITY and/or on a rotational basis. The area assigned to the CONTRACTOR will be determined in the sole discretion of the Police Chief. Currently the CITY is divided into two divisions, "East & West." The division of the CITY is determined by the calls for service within these divisions. In the event a need arises to utilize more tow trucks than one division has, the services of the other division may be used.

5. RESPONSE TIME

- 5.1 The CONTRACTOR shall provide a response time of no more than twenty-five (25) minutes. Response time is the difference between the time the CONTRACTOR is notified and the time the tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability is not an acceptable reason for failure to meet response times.
- 5.2 The CONTRACTOR shall give priority to all of the CITY's requests for service.
- 5.3 The CONTRACTOR's dispatcher shall notify the Police Department when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, the CONTRACTOR's dispatcher shall again notify the Police Department and give the new estimated time of arrival. To ensure a timely response, the Police Department, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.
- 5.4 If the tow truck unit(s) has/have not arrived at the scene within twenty (25) minutes from the time requested, the Police Department, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with the CITY or not since there may be a situation where a contract tow company is not available and/or does not have the equipment to handle the requested task. It will then be

necessary for the Officer to call a tow company not on the CITY's rotational tow list. This decision is at the discretion of the officer on scene.

- 5.5 In the event CONTRACTOR is unable to respond to calls at the request of the Garden Grove Police Department, it shall be understood that the Police Department has the right to call another towing company on the rotation list. The original tow service will be placed on the bottom of the rotation list. It is incumbent upon the tow service to advise the police dispatcher of any problems that may arise to adversely affect response time.
- 5.6 The Police Department, in order to expedite service can request any tow service out of order on the rotation list. The tow service requested will not lose its place on the rotation list.
- 5.7 If, while rendering assistance in response to a CITY call for towing, a second CITY call for towing is generated to the CONTRACTOR, the CONTRACTOR's tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

6. EQUIPMENT STANDARDS

- 6.1 All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity can be limited by the capacity of the chassis and the optional equipment selected. The criteria to determine the safe towing limits are:
 - (1) The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Ratings (FAWR, RAWR).
 - (2) The truck must meet all applicable State and/or Federal standards.
 - (3) A tow driver when towing a vehicle shall not exceed the GVWR and the Axle Weight Rating (AWR) for the tow truck.
 - (4) CONTRACTOR must have a qualified driver for each piece of equipment owned and listed in their proposal.
- 6.2 The CONTRACTOR shall own or have leased to it at least four (4) tow trucks that will be based at its CITY-approved storage facilities and which trucks shall be available to perform towing services at all times during the term of this Agreement. Two trucks shall have a minimum GVWR of 19,000 lbs. The CONTRACTOR shall not use a tow truck with a class rating of less than one ton.

- 6.3 The CONTRACTOR shall have at least three (3) conventional slings or wheel lift type trucks, one (1) rollback car carrier, one (1) 16 ton 35GVW medium duty truck, and one (1) 50 ton 80 GVW heavy duty truck throughout the term of the contract.
- 6.4 The CONTRACTOR's vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, Sections 615, 24605, 25100, 27700, and 27907. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools (required to remove a drive shaft if necessary) crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, go jacks and safety chains.
- 6.5 All CONTRACTOR's vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle. Notwithstanding the foregoing in Section 6.5, if the CONTRACTOR does not have the necessary equipment to handle large trucks, trailers, tractors or other heavy vehicle equipment, the CONTRACTOR may decline to provide the requested service.
- 6.6 The CONTRACTOR's vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.
- 6.7 Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Police Department shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.
- 6.8 Any equipment used and maintained by the CONTRACTOR shall be available for inspection by the Police Department upon request. The CONTRACTOR vehicles shall be subject to random inspection by the CITY.
- 6.9 The CONTRACTOR shall be equipped for and have personnel proficient in, unlocking locked vehicles. The CONTRACTOR shall unlock locked vehicles when requested to do so by the Police Department.
- 6.10 Throughout the term of the contract, the CONTRACTOR shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, all vehicles, facilities, equipment, and materials used by the CONTRACTOR in the performance of the work. Any additions to or deletions from the CONTRACTOR's tow truck fleet shall be reported immediately, in writing, to the Chief of Police or his/her designee.

- 6.11 CONTRACTOR shall maintain four (4) operational tow trucks. If, for any reason, CONTRACTOR has only three (3) operational tow trucks, CONTRACTOR shall be allowed thirty (30) days including holidays and weekends to have four (4) operational tow trucks. If the CONTRACTOR has two (2) or less tow trucks operational, it will be removed from the rotational list, until it has three (3) tow trucks operational. The CONTRACTOR will then be allowed up to an additional fifteen (15) days, including holidays and weekends, to get another tow truck operational, for a total of four (4) operational tow trucks. Failure to comply shall be a breach of the contract. Repeated instances of less than four (4) operational tow trucks shall constitute grounds for termination of the tow services agreement.

7. COMMUNICATIONS EQUIPMENT

- 7.1 The CONTRACTOR during the term of the contract shall maintain, and have approved by the City, a continuous means of communication between the Contractor's dispatcher and each CONTRACTOR tow vehicle. The CONTRACTOR shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from the police department and members of the public.
- 7.2 Use of Citizen's Band Class D radio equipment by the CONTRACTOR is prohibited.
- 7.3 Telephone service maintained by CONTRACTOR shall be adequate to receive police calls without delay. The telephone terminals shall be monitored at all times. Recording machines or similar devices are not allowed. If a call from G.G.P.D. is not answered within six (6) rings or the line is busy after two attempts, or placed on hold for more than a minute, the call will be terminated, the CONTRACTOR will be placed on the bottom of the rotation list and the tow service next in line will be called.
- 7.4 The CONTRACTOR shall provide a list of telephone numbers to be called in order of priority. Changes to contact list shall be provided immediately in writing to the Chief of Police or his/her designee along with the effective date of the change(s)

8. HOURS

- 8.1 The CONTRACTOR shall provide twenty-four (24) hour towing service, seven (7) days a week.
- 8.2 The CONTRACTOR shall ensure that there will be an employee on call twenty-four (24) hours a day, seven (7) days a week and capable of being present or available for releasing impounded or stored vehicles to the public in accordance with Section 4.9 of this Agreement. CONTRACTOR's response time for such releases shall be no longer than one (1) hour.

9. VEHICLE IDENTIFICATION

- 9.1 Each CONTRACTOR vehicle shall display identification signs in compliance with Section 27907 of the California Vehicle Code. The CONTRACTOR shall not display any signs or advertising that indicates that the CONTRACTOR is an official towing service or police garage of the CITY.
- 9.2 The CONTRACTOR shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with the CITY, nor shall the CONTRACTOR advertise any address or telephone number of the CITY as a location or place to call for vehicle towing and storage service.

10. STORAGE SERVICE RESPONSIBILITIES

- 10.1 The CONTRACTOR shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by CONTRACTOR. It shall be the Contractor's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.
- 10.2 The CONTRACTOR shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by CONTRACTOR or its employees to any vehicle under their control.

11. STORAGE FACILITY STANDARDS

The CONTRACTOR shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

- 11.1 All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The storage yard shall be enclosed with a concrete block wall or chain-link type fence of a height of not less than six (6) feet. The top of the fence shall be equipped with two (2) or more strands of barbed wire installed in such a manner as to discourage access by climbing the fence. Concertina type razor wire may be substituted for barbed wire, subject to G.G.P.D. approval.
- 11.2 The bottom edge of the fence shall not rise more than two (2) inches above the finished surface of the parking area of the storage yard. A secure locking system shall be a part of the gate and it shall otherwise meet the same standards for security as described for the fence.
- 11.3 All storage facilities shall be paved and maintained in good working order and secured at all times. Any damage affecting security of vehicles, lighting and/or evidence shall be repaired within twenty-four (24) hours of the damage.

- 11.4 The minimum total capacity of the CONTRACTOR's storage facilities for storage shall be spaces for seventy-five (75) vehicles.
- 11.5 All storage facilities must be approved for security by the Chief of Police, or his/her designee, and available for inspection by the Police Department at all times upon request of the Chief of Police or his/her designee.
- 11.6 In the event of theft from the vehicles stored in the yard, the CONTRACTOR must take additional measures satisfactory to the G.G.P.D. to protect the vehicles and property in the vehicles.
- 11.7 Registered or legal owners, having obtained a vehicle release from the Garden Grove Police Department, shall be allowed to inspect their vehicle without having to pay the storage fees first.
- 11.8 The CONTRACTOR shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be handled pursuant to Section 12 below.
- 11.9 If the CONTRACTOR videotapes or otherwise records images of the storage facility, such videotapes and photographs shall be maintained by the CONTRACTOR for at least ninety-(90) days.

12. IMPOUNDED VEHICLES & INSIDE STORAGE

- 12.1 Vehicles that have been impounded by order of the police department shall not be released, lien sold, worked on, altered, or tampered with, without a written release from the Police Department.
- 12.2 The CONTRACTOR shall maintain, without charge to the CITY, separate, fully enclosed, and secure garage storage facilities for a minimum of four (4) vehicles ordered impounded by the Police Department.
- 12.3 The Police Department shall have sole access to such separate impound facilities when vehicles are being held for evidence.
- 12.4 The Police Department shall designate when a vehicle is to be placed into inside impound storage. Vehicles placed into this impound space shall not be removed from such protection until approved and authorized in writing by the investigating officer of the Police Department.
- 12.5 The CONTRACTOR shall notify the Police Department of any vehicles being impounded within the CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

13. RELEASE OF VEHICLES

- 13.1 The CONTRACTOR is responsible for the release of all vehicles stored by the Police Department, including impounded vehicles. The CONTRACTOR is hereby granted authority to release to the registered owner, legal owner, or authorized representative, all vehicles that the tow company did not receive a stored vehicle report, (Form 180), from the Officer or CITY employee at the scene.
- 13.2 After obtaining a release from the Garden Grove Police Department, registered or legal owners or an agent of the owner requesting to inspect their vehicles or remove property from their vehicles shall be allowed to do so without having to pay the storage fees first. Such inspections and property removals shall be available only during the CONTRACTOR's regular business hours.

14. RECORDS

- 14.1 The CONTRACTOR shall log, maintain, complete and accurate business records of the tow service including: a description of the vehicle, nature of service, time, location, tow truck driver handling the call and an itemized total charge. These records shall be available for inspection by G.G.P.D., with or without cause, with 24 hours' notice, during normal business hours. These records shall be kept for a minimum period of three (3) years.
- 14.2 Record systems must provide for immediate access, upon inquiry by the Chief of Police or his/her designee, to the following information:
 - 14.2.1 Locate vehicle from the Police Department's report number.
 - 14.2.2 Locate vehicle from license number only.
 - 14.2.3 Locate vehicle from make, color, date and location of impound.
 - 14.2.4. Date of filing of all lien sale documents with DMV.
- 14.3 The CONTRACTOR shall submit a report, by the 10th day of each month, to the Police Department, which shall include all of the following information for the preceding month:
 - 14.3.1 Total CITY impounds and storages.
 - 14.3.2 Number of times dispatched by the Police Department.
 - 14.3.3 Number of calls for service resulting in impounds.
 - 14.3.4 Number of calls for services that resulted in having to spend more than one hour on the call.

15. LIENS AND DISPOSALS

- 15.1 On or before the 10th of each month, the CONTRACTOR shall furnish to the Police Department, a list of all vehicles that have been sold at lien sale during the previous month, and date of the action. This list shall include the vehicle owner's name, address, vehicle make, vehicle model, vehicle year, license number, VIN number, and Police Department record number. Copies of all lien sale documents shall be submitted with each list. The document shall be dated and is to include all charges imposed on each sale.
- 15.2 Prior to a lien sale of any vehicle, CONTRACTOR shall confirm with CITY the amount of any outstanding amounts due with respect to parking citations pertaining to the vehicle and shall cooperate with CITY to recover, the extent feasible, all such outstanding amounts due. Notwithstanding the lien priority established pursuant to subdivision (b) of Vehicle Code Section 22851.1, for all lien sold vehicles that were impounded and not released under, or in connection with, subdivision (i) of Vehicle Code Section 22651, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price received by CONTRACTOR. For all lien sold vehicles with respect to which outstanding amounts are owed CITY for parking violations, but with respect to which CITY does not have a lien pursuant to Vehicle Code Sections 22651(i) or 22851.1, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price otherwise due to CONTRACTOR in satisfaction of its lien pursuant to Vehicle Code Section 22851(a). CONTRACTOR shall be responsible for filing of all necessary paperwork related to the lien sale and satisfaction of outstanding amounts owed CITY with respect to parking citations.
- 15.3 The CONTRACTOR shall comply with all State law requirements for the disposal of unclaimed vehicles.

16. INSPECTION

- 16.1 A CHP (California Highway Patrol) inspection of the company's towing equipment, facility or facilities is required.
- 16.2 In addition to the CHP inspection report, the CONTRACTOR's towing equipment, facility or facilities may be inspected at least two (2) times per year (annually) with 24 hours' notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Garden Grove Police Department shall be authorized to perform field inspections of CONTRACTOR's equipment at any time without notice.
- 16.2 The City Building Division and the Fire Department, on request of the Chief of Police, may inspect the premises proposed to be devoted to public automobile storage and make recommendations to the Chief of Police or his/her designee.

- 16.3 CONTRACTOR's towing equipment, facility or facilities may be inspected with or without cause and without notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Police Department may rely on inspections conducted by the CHP.
- 16.4 If any deficiencies or equipment violations are discovered during any Police Department or CHP inspection, the CONTRACTOR will be so advised in writing. The CONTRACTOR will be given ten (10) business days, to rectify the deficiency or violation. Failure to comply will constitute a breach of this agreement.
- 16.5 If in the opinion of the Police Department Traffic Division, the deficiencies or equipment violations which are discovered during any Police Department or CHP inspection prevent a vehicle from being operated in a safe manner, the vehicle will be taken out of service. Failure to comply may result in the CONTRACTOR being removed from the call list.

17. MOTORISTS ASSISTANCE

- 17.1 Whenever a motorist requests tow assistance from the Police Department and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of the Police Department, be assigned to either the CONTRACTOR or another tow service company awarded a contract for tow service by the CITY. All charges arising out of such assistance assigned to the CONTRACTOR shall be the exclusive responsibility of the CONTRACTOR and the requesting motorist. The CITY shall not be liable for any charges whatsoever arising out of a motorist assistance call. The CONTRACTOR shall not charge such motorist more than the rates specified in the contract.

18. ASSUMPTION OF RISK

- 18.1 The CONTRACTOR assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by the CONTRACTOR, its employees or agents.
- 18.2 Notwithstanding any other term or condition herein, in responding to any call from the police department, the CONTRACTOR shall have no claim whatsoever against the CITY or any right to recover from the CITY for the cost of any of the services it renders in the performance of the contract. The CONTRACTOR shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the CONTRACTOR.
- 18.3 The CONTRACTOR shall assume the entire risk of nonpayment of any service charges incurred pursuant to the Agreement.

19. DRY RUNS

- 19.1 The CITY shall not be liable to pay to the CONTRACTOR any charge whatsoever or fee for a call that does not result in a chargeable service being rendered by

the CONTRACTOR (i.e., a "dry run").

- 19.2 In the event the police department errs in impounding or storing vehicle(s), the CONTRACTOR shall cause the release of vehicles upon the direction of the police department without charge for towing or storage.

20. CITY VEHICLE TOWING

- 20.1 The CONTRACTOR shall provide, *without cost to the CITY*, towing of all CITY owned vehicles as requested by the CITY.

21. ADDITIONAL RESOURCES

- 21.1 It shall be the responsibility of the CONTRACTOR to provide equipment and to perform the duties as required by the Police Department. The CONTRACTOR is hereby granted authority to utilize additional resources whenever deemed necessary to perform tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator whose employees have approval as provided for in the contract. This, however, shall not relieve the CONTRACTOR of its duties and responsibilities, and any additional cost incurred as a result of utilizing additional resources shall not be charged to the CITY.

22. ABANDONED VEHICLES

- 22.1 Vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to Section 22660 of the California Vehicle Code are excluded from the contract. No charge shall be assessed against the CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

23. CONTRACTOR'S CONDUCT

It shall be grounds for termination of the contract, if CONTRACTOR, or any of its agents or employees or any person(s) connected or associated with the CONTRACTOR as an operator, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the CONTRACTOR has committed any one of the following acts:

- 23.1 Has been convicted of a felony or any crime involving theft, embezzlement, stolen property, fraud or crimes of violence within the last ten (10) years or is so convicted during the term of the Agreement.
- 23.2 Has published, uttered or disseminated any false, deceptive or misleading statements or advertisement in connection with the operation of the towing service.

- 23.3 Has conducted the towing service in a manner contrary to the peace, health, safety, and general welfare of the public.
- 23.4 Has violated or permitted other persons to violate, through an act of omission or commission by the CONTRACTOR, any felony or misdemeanor crime involving sexual offenses or moral turpitude, or a felony involving sale or use of a controlled substance, or any act of dishonesty, fraud, within the last ten (10) years.
- 23.5 Had an inspection or investigation by the City Building Division, Police Department, or Fire Department, which revealed a deficiency, violation, or conduct that endangers the peace, health, safety and general welfare of the public.
- 23.6 Employs tow truck drivers under 18 years of age.
- 23.7 Fails to notify the Garden Grove Police Department Traffic Division in writing of any names, addresses, driver's license number of any newly employed tow truck driver within ten (10) business days of their hire date, or fails to notify the Garden Grove Police Department Traffic Division within ten (10) business days of any tow truck driver who is no longer employed by CONTRACTOR.
- 23.8 Has charged fees in excess of the schedule rates approved by the Police Department for rotational tow services or in excess of any Federal, State, County or City laws or regulations for towing and/or storage of vehicles or any service incidental to towing.
- 23.9 Has allowed the services of a tow service driver with a record of violations of the Vehicle Code which has resulted in the suspension or revocation of their driver's license or a second (2nd) driving under the Influence or reckless driving conviction within the three (3) years preceding the most recent violation, to remain in CONTRACTOR's employment as a driver providing service to the CITY.
- 23.10 Fails to comply with any California Vehicle Code, Federal, State, or County regulations and laws relating to towing and/or storing of vehicles, including the impounding and storing of vehicles from private property.
- 23.11 Fails to maintain control of any personal property, vehicle accessories and vehicles, which have been towed.
- 23.12 Fails to reimburse the legal or registered owner for damage or loss that occurs while the vehicle was in the CONTRACTOR's custody.
- 23.13 Having allowed an unauthorized person access to the storage yard or facilities.

- 23.14 Any other grounds as outlined in the Agreement between the CITY and the CONTRACTOR.
- 23.15 Has knowingly made false, misleading or fraudulent statements of a material fact in a report or record required to be filed with the Garden Grove Police Department.
- 23.16 Has stopped and solicited on any street, highway or other public thoroughfare the rendering of assistance to a person or disabled vehicle without first being requested to do so, except to render emergency aid when there exists an imminent peril to life or property.
- 23.17 Has charged for services not performed, equipment not employed or used, service or equipment not needed, or has otherwise materially misstated the nature of any service performed or equipment used.
- 23.18 Has been denied consideration for placement on another police department tow list or suspended from another police department tow list, within five (5) years of applying to provide tow services to the City of Garden Grove, or during the term of the CONTRACTOR's agreement with CITY.
- 23.19 Obtaining a tow contract from the CITY by use of fraud, trick, dishonesty, or forgery.
- 23.20 Towing a vehicle to a location other than approved by the Police Department as an authorized storage facility without first receiving prior authorization to do so by the Police Department.
- 23.21 After towing a vehicle to the CONTRACTOR's storage facilities, towing the vehicle to another location for storage or impound without authorization from the Police Department.
- 23.22 Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.
- 23.23 Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.
- 23.24 The Police Department receives four (4) or more complaints against the CONTRACTOR during any twelve (12) month period that the Police Department, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by the CONTRACTOR.
- 23.26 Failing to comply with any provision of the contract between the CONTRACTOR and CITY.
- 23.27 Repeated or flagrant violations of the provisions of the California Vehicle Code.

- 23.28 Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.
- 23.29 Failing to obtain and maintain a current valid CITY business license.
- 23.30 Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
- 23.31 Allowing the insurance coverage required herein to be withdrawn, lapse or otherwise to no longer being in force for any reason.
- 23.32 Dissolution of business or bankruptcy.
- 23.33 Assignment of the Agreement, or any right or interest stated herein, without the prior written consent of Chief of Police of his/her designee.
- 23.34 Any recurring deviation from the Police Department approved charges as specified herein.
- 23.35 Has committed any act constituting dishonesty or fraud.
- 23.36 Has a conviction or a plea of nolo contendere or guilty to a misdemeanor or felony crime involving sexual offenses, theft, embezzlement, stolen property, fraud, crimes of violence or moral turpitude, or a felony involving sales or use of a controlled substance within the last ten years or during the term of the Agreement between the CONTRACTOR and CITY.
- 23.37 Has published, uttered or disseminated any false, deceptive or misleading statements against the Police Department, the City of Garden Grove or its employees.
- 23.38 Has sold or transferred ownership of CONTRACTOR without prior written approval of the Chief of Police and/or in violation of Garden Grove Municipal Code Sections 5.52.160 through 5.52.180. Upon any change in CONTRACTOR's ownership, CITY reserves the right to re-evaluate the new company/owners per the terms of this RFP and may terminate the Agreement at the sole discretion of the CITY. CONTRACTOR shall not be entitled to terminate the Agreement solely as a result of a change in ownership of CONTRACTOR.

24. FEES/CHARGES

- 24.1 CONTRACTOR shall charge rates for all service, including an after hour's release fee, as established by the Chief of Police or his/her designee. The rates for citizen assist calls for services such as service calls or disabled vehicle tows will be established by the Police Department as commercial rates for CONTRACTOR. The Chief of Police or his/her designee prior to the increase will authorize any and all rate increases.
- 24.2 All rates and charges shall be conspicuously posted in the CONTRACTOR's office and in all tow vehicles, and shall be available for review by Police Department and/or persons for whom tow service is provided. All customer bills shall be itemized. It shall be the CONTRACTOR's responsibility to collect payment for services it renders under the Agreement from the vehicle owners, and the CITY shall not be responsible in any way whatsoever for payment of these charges.
- 24.3 Routine clean-up such as sweep up, fluid clean-up and debris removal shall be include in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of the CONTRACTOR and the CITY), the rate shall be the labor rate referenced in CONTRACTOR'S proposal (quoted for "labor").
- 24.4 The CONTRACTOR, as prescribed within California Vehicle Code Section 22651.1, shall accept a valid bankcard, credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehicle.
- 24.5 Following the completion of the initial three (3) year contract period, the Chief of Police or his/her designee may reevaluate the charges and rates set to ensure that the current rates and charges are reasonable.
- 24.6 Fees for Lien Sale Vehicle Release: A Request Release for Lien Sale-form #439 is required prior to the lien release of any vehicle that has been stored or impounded by the Police Department. The use of this system provides a way to monitor vehicles used or involved in major crimes that may be evidence of the crime, and to prevent their release. An administrative fee of \$12.00 per request release for lien sale form has been established to defray the costs of printing, filing, verifying if the vehicle is needed as evidence, and the postage or delivery of the forms to the CONTRACTOR. The fee will begin upon the inception of this agreement. A check for the accumulative total of request release for lien sale forms will accompany each package submitted.

25. ACTS OR OMISSIONS OF REPRESENTATIVES

- 25.1 It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of the CONTRACTOR in the performance of the services and

obligations under this agreement shall constitute the acts and/or omissions of the CONTRACTOR and not of the CITY.

26. ENVIRONMENTAL REGULATIONS

- 26.1 It is understood and agreed by the CONTRACTOR that all state and federal regulations regarding the clean-up and disposal of hazardous materials at the site of all accidents, including those involving CITY owned vehicles, are the responsibility of the CONTRACTOR.
- 26.2 CONTRACTOR is responsible for maintaining all required records and receipts in the event that these documents are requested for proof of compliance. *See guidance documents in APPENDIX C, which do not limit the CONTRACTOR's responsibility for all state and federal regulations regarding hazardous material clean up and disposal.*

27. APPLICATION FEES

- 27.1 The CONTRACTOR shall be subject to the following fees intended to defray the CITY's costs of processing the Contract:

Tow Application Fee	\$450.00
<i>(must be included with proposal at the time of submittal)</i>	
D.O.J background check	\$32.00 (made payable to D.O.J)
Annual Inspection Fee	\$250.00
Re-Inspection Fee	rate of top step police officer
Tow Driver Permit	\$81.00
Tow Driver Permit Renewal	\$40.00

Live scan forms can be obtained at the Police Department. An appointment must be made with the front desk and please bring payment in the form of cash or check, payable to the City of Garden Grove, at the time of your appointment. The total cost is \$81.00 (D.O.J.-\$32.00, FBI-\$17.00, and Police Department \$25.00).



GARDEN GROVE

**RFP NO. S-1260
ATTACHMENT "B"**

AUTHORIZED TOWING AND STORAGE FEE SCHEDULE

SERVICE	FEE
CLASS A	\$200.00
CLASS B OR FLATBED	\$225.00
CLASS C	\$325.00
CLASS D	\$350.00
Dolly, Go-Jacks or Linkage Fee	\$70.00
Rollover or Winching Fee	\$145.00
Clean-Up Fee (fee to City capped at \$35.00 per occurrence)	\$75.00
Hazmat Fee (per five (5) gallon bucket)	\$125.00
Vehicle Storage Fees (Daily)	
Class A-Outside	\$60.00
Class A-Inside	\$65.00
Class B-Outside	\$65.00
Class B-Inside	\$70.00
Class C or Class D-Outside	\$70.00
Class C or Class D-Inside	\$75.00
After Hours Release	50% of the authorized towing charge
Minimum Service Call or Drop Fee	50% of the authorized towing charge
Lien Sale	As authorized by the California Civil and Vehicle Codes
Mileage (per mile outside the corporate city limits)	\$12.00

TO BE POSTED IN A LOCATION CLEARLY VISIBLE TO THE GENERAL PUBLIC



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
00900	ACTION SOUTHLAND ENTERPRISES, INC.	Compliant					
		A+g , XV	Zurich American Insurance Company	CPO163873103	5/10/2019	5/10/2020	Auto Liability
		A- , VII	Topa Insurance Company	XL0020227901	12/1/2019	5/10/2020	Excess Liability
		A+g , XV	Zurich American Insurance Company	cpo163873103	5/10/2019	5/10/2020	Garage Keeper Liability
		A+g , XV	American Guarantee and Liability Insurance Company	CPO163873103	5/10/2019	5/10/2020	General Liability
		A , XII	Insurance Company of the West	WVE503940703	1/1/2020	1/1/2021	Workers Comp

Risk Profile : Towing

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Amendment No. 2 to the agreement with Bureau Veritas Technical Assessment LLC, to provide facility condition assessment (Level 3 Accessibility - Americans with Disabilities Act). (Cost: \$47,520) (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

To request City Council approval of Amendment No. 2 to the agreement with Bureau Veritas Technical Assessment LLC (formerly Clampett Industries, LLC d/b/a EMG) for inclusion of additional public sites to the City's Facilities Condition Assessment Level 3 Accessibility - Americans with Disabilities Act (ADA). Amendment No. 2 extends the performance period through June 30, 2021, and increases the compensation amount to \$199,103, a \$47,520 increase.

BACKGROUND

The City entered into a contract with EMG on October 23, 2018, to receive an ADA evaluation and transition plan, as well as, a facilities condition assessment. The services were requested to ensure that the City complies with all aspects of the ADA, as well as state and local accessibility regulations.

DISCUSSION

The additional work requested (Amendment No. 2) will ensure the contractor will perform ADA surveys of public right of ways, as per Exhibit A, in order to meet the requirements of Section 9.3 of the Local Assistance Procedure Manual as published by the California Department of Transportation (Caltrans).

FINANCIAL IMPACT

There is no additional impact to the general fund. The costs for these services will be paid with Engineering Division operational funds and capital funds.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 of the agreement with Bureau Veritas Technical Assessment LLC, in the increased amount of \$47,520, to perform City's Facilities Condition Assessment Level 3 Accessibility - Americans with Disabilities Act; and
- Authorize the City Manager to sign Amendment No. 2, on behalf of the City, and to make minor modifications as appropriate thereto.

By: Ana V. Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 2	2/18/2020	Agreement	Bureau_Veritas_Amendment_No._2.pdf
Exhibit A - Change Order	2/13/2020	Exhibit	Change_Order_- _City_of_Garden_Grove_- _PROW_v2.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To provide consulting services and ADA Evaluation and Transition Plan for the City of Garden Grove per RFP S-1237.

This Amendment No.2 is to provide Consulting Services and ADA Evaluation and Transition Plan for the City of Garden Grove per RFP S-1237 is made and entered into this ____ day of February 2020, by and between the **City of Garden Grove**, hereinafter referred to as the "CITY" and **Bureau Veritas Technical Assessments, LLC**, formerly known as **Clampett Industries LLC**, hereinafter referred to as the "CONTRACTOR."

WHEREAS, CONTRACTOR and CITY entered into CONTRACT No. 158301 effective October 23, 2018.

WHEREAS, CONTRACTOR, effective January 1, 2020, changed its business operating name to Bureau Veritas Technical Assessment LLC.

WHEREAS, CONTRACTOR and CITY desire to amend the existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Section 1, Term and Termination shall be revised as follows:

The CITY hereby extends the performance period through June 30, 2021.

2. Section 3: Compensation – shall be revised as follows:

The contract Price is hereby increased from \$151,583.00 to a new Firm Fixed Price of \$199,103.00. This is an increase of \$47,520 to perform ADA surveys of additional Public Rights of Way as per Exhibit "A".

3. The name of CONTRACTOR is hereby changed to Bureau Veritas Technical Assessments, LLC.

4. Except as expressly amended by this Amendment No. 2, all provisions of the existing Contract shall remain in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the existing Contract to be executed by their respective officers duly authorized on the date first written above.

"CITY"
CITY OF GARDEN GROVE, a
municipal corporation

Dated: _____, 2020

By: _____
Scott C. Stiles
City Manager

ATTEST

"CONTRACTOR"
BUREAU VERITAS TECHNICAL
ASSESSMENTS, LLC

City Clerk

By: _____
Title: _____

Dated: _____, 2020

Dated: _____, 2020

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: 2-13-2020, 2020



EMG
Corporate Headquarters
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.EMGcorp.com

Client Change Order Authorization Form

January 15, 2020

Via Email: philc@garden-grove.org

Mr. Phillip Carter, Facilities Division Manager
Mr. Kamyar Dibaj, Project Engineer
City of Garden Grove
13802 Newhope Street
Garden Grove, California 92843

Dear Mr. Carter and Mr. Dibaj:

A change has occurred from the Services described in the original contracted assignment between City of Garden Grove and EMG. Please sign and return this Authorization Form as soon as possible in order to initiate the additional work requested and to approve the related fees.

PROPERTY(IES):

City of Garden Grove, Garden Grove, California

EMG PROJECT: 129097.18R000

SERVICES AFFECTED: Facility Condition Assessments (FCA)
Level 3 Accessibility (ADA)

CHANGES/ADDITIONAL WORK REQUESTED:

Perform ADA Surveys of Public Rights of Way (PROW) within +/- 1,200 feet of attached property list to meet the requirements of Section 9.3 of the Local Assistance Procedure Manual as published by the California Department of Transportation (CALTRANS), including the recordation of sidewalk slope and cross-slope data, path of travel barriers, and curb ramp compliance. Further, integrate PROW data into the existing Self Evaluation and Transition Plan, currently under contract.

REQUESTED BY: Philip Carter

TIMING: 30 BD

TOTAL FEES: \$39,600.00

I have read and verified the accuracy of the information set forth above. I hereby accept the additional charges and authorize EMG to proceed with the work as described above.

Authorized Signature	(Printed Name)	Title	Phone#	Date
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ATTACHMENT: Property List

PROPERTY LIST

Building	Address	Sqr Footage
East Gate Park	12001 Saint Mark St.	470
Fay Lane Park	11700 Seacrest Drive	588
Garden Grove Park	9301 Westminster Av.	1720
Gutowski Park	9201 Ferris Ln.	240
Woodbury Park	13800 Rosita Place	240
Magnolia Park	11402 Magnolia Av.	1600
Eastgate Park	12001 St Mark St.	2683
West Grove Park	5372 Cerulean St.	1600
Chapman Sports Complex	Chapman and Knott Av	294
Hareschool Park	12012 Magnolia	364
Atlantis Park	9301 Westminster Av.	300
Pioneer Park	12722 Chapman	300
Haster Basin	12952 Lampson	180
Edgar Park	12781 Topaz St.	1200
Westhaven Park	12252 West St.	240
Public Safety Building	11301 Acacia Parkway	48000
Municipal Service Center	13802 Newhope St	46344
Willow Wick Golf Course	3017 W 5th S	20905
Tiber Rubin Library	11962 Bailey St	5094
Garden Grove Chapman Library	9182 Chapman Ave	5094
Community Meeting Center	11300 Stanford Ave	20945
Police Annex	11400 Stanford Ave	6019
Garden Grove Main Library	11200 Stanford Ave	29943
Court Yard Center	12732 Main St	2438
Fire Station #2	11805 Gilbert	4480
Fire Station #3	12132 Trask Ave	4480
Fire Station #4	12191 Valley View	4480
Fire Station #5	12751 Western Ave	4792
Fire Station #6 (new construction)	12232 West Street	
Fire Station #7	14162 Forsyth Ave	2694
Gem Theater	12852 Main St	8927
Credit Union	11390 Stanford	3235
Amphitheater	12836 Main St	7000
City Hall	11222 Acacia Parkway	45000
Buena Clinton	12661 Sun Swept Ave	6600
Gymnasium	9301 Westminster	15900

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Appropriation of funds and approval of an Amendment to the Agreement with Axon Enterprises, Inc., for the purchase of additional equipment for the Police Department. (Cost: \$82,663.78) (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

To gain City Council approval to appropriate funds and amend the contract with Axon Enterprises, Inc., (Axon) for the purchase of additional equipment for the Police Department.

BACKGROUND

On February 12, 2019, City Council approved a five-year contract with Axon for the purchase of body worn cameras (BWCs), fleet cameras (IVS), and software user licenses (PO 159852).

DISCUSSION

As a result of the passage of Measure O, in July 2019, City Council approved additional sworn and civilian positions for the Department. Now that those positions are being filled, and with the recent implementation of the Community Impact Team, the Department will not have enough BWCs and docking stations by March of 2020, and will run out of user licenses by July 2020. Therefore, the Department will need to purchase additional equipment and user licenses to accommodate anticipated growth and Department hiring needs, which will be reevaluated in mid-2021.

The Department is requesting to add 22 additional BWCs, five (5) docking stations, and 14 user licenses to the current five-year contract, to accommodate the Department's sworn authorized strength of 182 officers, as well as spare BWCs should any have to be sent in for repair.

FINANCIAL IMPACT

The total cost for this purchase is approximately \$83,000, which will be spread over five budget years. Appropriations in the fiscal year 2019-20 adopted budget will cover the year-one cost of approximately \$26,180 for the purchase of BWCs, docks, insurance, and user licenses; General Fund appropriations in the amount of approximately \$14,121 per year will need to be made for years two through five of the contract amendment.

RECOMMENDATION

It is recommended that the City Council:

- Approve an amendment to the agreement with Axon Enterprise, Inc. in the amount of \$82,663.78;
- Appropriate funds for years two through five of the contract amendment; and
- Authorize the City Manager to execute the amendment on behalf of the City, and make minor modifications as appropriate thereto.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Axon quote	2/12/2020	Backup Material	Garden_Grove_Police_Dept._- _CA_- _(22)AB2__5_Docks__14_Pro_- _(Add-On)_1-27-2020.pdf
Axon Amendment	2/20/2020	Agreement	Axon_Amendment.pdf



AXON

Garden Grove Police Dept. - CA

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

1/27/2020



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-236862-43857.758CN

Issued: 01/27/2020



Quote Expiration: 03/20/2020

Account Number: 107488

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00021498

SALES REPRESENTATIVE

Chris Neubeck
Phone: 602-708-0074
Email: cneubeck@axon.com
Fax: (480) 658-0629

PRIMARY CONTACT

Ray Bex
Phone: (714) 313-8347
Email: rayb@ggcity.org

SHIP TO

Ray Bex
Garden Grove Police Dept. - CA
11301 Acacia Parkway
Garden Grove, CA 92840
US

BILL TO

Garden Grove Police Dept. - CA
P. O. Box 3070
Garden Grove, CA 92840
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	140.00	140.00	700.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	100.00	100.00	2,200.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		14	195.00	195.00	2,730.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
Hardware						
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		5	1,495.00	1,495.00	7,475.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	42.00	42.00	210.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		22	499.00	499.00	10,978.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		22	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK		22	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		22	0.00	0.00	0.00
Subtotal						24,293.00
Estimated Shipping						0.00
Estimated Tax						1,886.78
Total						26,179.78

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

Grand Total	82,663.78
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Summary of Payments

Payment	Amount (USD)
Year 1	26,179.78
Year 2	14,121.00
Year 3	14,121.00
Year 4	14,121.00
Year 5	14,121.00
Grand Total	82,663.78

Notes

This quote is co-termed with quote Q-205362 (executed contract #00021498). Year one has been pro-rated to 4.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 1/1/2020-1/15/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

Axon Dock hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-205362.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

CITY OF GARDEN GROVE

AMENDMENT NO. 3

To: Furnish all materials, equipment, software and labor for in-car video and body work camera video recording for the City of Garden Grove Police Department per Attachment A.

This Amendment No. **3** to furnish all materials, equipment, software and labor for in-car video and body work camera video recording for the City of Garden Grove Police Department per Attachment A is made and entered into this ____ day of _____ **2020**, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **AXON ENTERPRISES, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. **159852** effective **February 12, 2019**.

WHEREAS, CONTRACTOR and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3.0: COMPENSATION - shall be amended as follows:

The contract Price is hereby increased from \$1,520,985.05 to a new Firm Fixed Price of \$1,603,648.83. This is an increase of \$82,663.78 to add equipment and services per Attachment A.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. **3** 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"
Axon Enterprises, Inc.

By: _____

Name: _____

Title: _____

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

2-19-2020

Date



AXON

Garden Grove Police Dept. - CA

Attachment "A"

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

1/27/2020

Q-236862-43857.758CN

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-236862-43857.758CN

Issued: 01/27/2020

Quote Expiration: 03/20/2020

Account Number: 107488

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00021498

SHIP TO

Ray Bex
Garden Grove Police Dept. - CA
11301 Acacia Parkway
Garden Grove, CA 92840
US

BILL TO

Garden Grove Police Dept. - CA
P. O. Box 3070
Garden Grove, CA 92840
US

SALES REPRESENTATIVE

Chris Naubeck
Phone: 602-708-0074
Email: cnaubeck@axon.com
Fax: (480) 658-0629

PRIMARY CONTACT

Ray Bex
Phone: (714) 313-8347
Email: rayb@ggcity.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	140.00	140.00	700.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	100.00	100.00	2,200.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		14	195.00	195.00	2,730.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
Hardware						
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		5	1,495.00	1,495.00	7,475.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	42.00	42.00	210.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		22	499.00	499.00	10,978.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		22	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK		22	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		22	0.00	0.00	0.00
Subtotal						24,293.00
Estimated Shipping						0.00
Estimated Tax						1,886.78
Total						26,179.78

Q-236862-43857.758CN

2

Protect Life.

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
Subtotal						13,512.00
Estimated Tax						609.00
Total						14,121.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		5	336.00	336.00	1,680.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		14	468.00	468.00	6,552.00
85110	EVIDENCE.COM INCLUDED STORAGE		420	0.00	0.00	0.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		22	240.00	240.00	5,280.00
					Subtotal	13,512.00
					Estimated Tax	609.00
					Total	14,121.00

Grand Total	82,663.78
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Summary of Payments

Payment	Amount (USD)
Year 1	26,179.78
Year 2	14,121.00
Year 3	14,121.00
Year 4	14,121.00
Year 5	14,121.00
Grand Total	82,663.78

Notes

This quote is co-termed with quote Q-205362 (executed contract #00021498). Year one has been pro-rated to 4.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 1/1/2020-1/15/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

Axon Dock hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-205362.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Q-236862-43857.758CN

6

Protect Life.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Fehr & Peers, Inc., to prepare the Vehicle Miles Traveled California Environmental Quality Act Thresholds in accordance with Senate Bill 743. (Cost: \$80,400) (Action Item)		
		Date:	2/25/2020

OBJECTIVE

To request City Council award a contract to Fehr & Peers (Consultant) to prepare Vehicle Miles Traveled (VMT) California Environmental Quality Act (CEQA) Thresholds in accordance with Senate Bill 743 (SB 743).

BACKGROUND

In 2013, the State signed into law SB 743 requiring the Governor's Office of Planning and Research (OPR) to develop alternative methods to measure transportation impacts under the CEQA. The OPR proposes to replace the Level of Service standard, which historically measures vehicle traffic flow and delay, with VMT, which measures miles traveled by vehicles within a specific area. In January 2016, the OPR released revisions to the CEQA Guidelines that require VMT as the primary metric for transportation performance that better aligns with California's long-term greenhouse gas emission reduction goals.

SB 743 requires that local jurisdictions develop and adopt an acceptable method of measuring transportation impacts to comply with CEQA Guidelines by July 2020.

DISCUSSION

The Consultant will develop a methodology for measuring VMT and establishing a baseline year method supported by the OPR. The agreement will include development of thresholds for existing and proposed land uses described in the General Plan. These thresholds will be used to evaluate VMT for incoming development projects and identify potential mitigation measures.

Staff sent out three requests for proposal to consultant firms and received two proposals. A panel consisting of three staff members rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, Fehr & Peers, Inc. received the highest rating. The following is a summary of the rating:

	Fehr & Peers	KOA
RATER A	158	147.5
RATER B	180.5	173.25
RATER C	183.5	179.5
TOTALS	522	500.25

FINANCIAL IMPACT

There is no additional impact to the general fund. The project will be funded equally by the Planning's Division operational funds and the Engineering's Division Capital funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Fehr & Peers, in the amount of \$80,400, to prepare a Vehicle Miles Traveled (VMT) California Environmental Quality Act (CEQA) Thresholds in accordance with Senate Bill 743 (SB 743); and
- Authorize the City Manager to execute a contract on behalf of the City and approve minor modifications as necessary.

By: Dai Vu, T.E., Traffic Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
AGREEMENT	2/10/2020	Agreement	2-25-20_fehr_peers_agrmnt.pdf
PROPOSAL & FEE SCHEDULE	2/10/2020	Exhibit	fehr_peers_prop_feeschedule.pdf
Proposal	2/12/2020	Backup Material	2-25-20_Agenda_GardenGrove_SB743_Proposal_Fehr____Peers.pdf

CONSULTANT AGREEMENT

THIS AGREEMENT is made this day of 2020 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **FEHR & PEERS**, 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 City Council Authorization dated
2. CITY desires to utilize the services of CONSULTANT to **prepare Vehicle Miles Traveled (VMT) CEQA Thresholds in accordance with Senate Bill 743.**
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:** This Agreement shall cover services rendered for the preparation of VMT CEQA Thresholds in accordance with Senate Bill 743.
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 its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession and in accordance with the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances.
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 "B".
 - 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 **\$80,400.00**. 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 "B".
- 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 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 \$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;
 - b) Automobile liability in the amount of \$1,000,000 combined single limit; (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 claim; 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 (if any), 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 General Liability and Automobile liability 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 ("Work Product") 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. However, notwithstanding the foregoing, CONSULTANT shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and all other intellectual properties developed, gathered, compiled or produced by CONSULTANT prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that CONSULTANT may employ in the performance of this Agreement, or may incorporate into any part of CONSULTANT's Work Product. CONSULTANT grants CITY irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Any unauthorized or unintended use, re-use, or modification by CITY of the Work Product prepared and provided by CONSULTANT under this Agreement shall be at the CITY's sole risk and without liability to CONSULTANT. Third-party content that may be used or incorporated in the Work Product shall not become the property of CITY. CONSULTANT shall secure all licenses necessary for CITY to utilize CONSULTANT's services and the Work Product for their intended purposes.
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:

**FEHR & PEERS
ATTN: SPENCER REED
101 PACIFICA ST., SUITE 300
IRVINE, CA 92618**

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

Engineering:	City Attorney
Dai Vu	City of Garden Grove
City of Garden Grove	11222 Acacia Prkwy
11222 Acacia Prkwy	Garden Grove, CA 92840
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. Notwithstanding the foregoing, if any of the services provided by CONSULTANT under this Agreement are design professional services, as defined by California City Code section 2782.8, the defense and indemnity obligation under this Section 19, shall be limited to the extent required by California Civil Code section 2782.8.

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.

[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: _____, 2020

By: _____
City Manager

ATTEST

"CONSULTANT"
FEHR & PEERS

City Clerk

By: _____
Title: Associate

Dated: _____, 2020

Dated: Jan 27, 2020

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: 1-21, 2020

1186502

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

OF

JUL - 1 1985

FEHR & PEERS ASSOCIATES, INC.

MARCH FONG EU, Secretary of State
By Donna L. Anglin

ONE: The name of this corporation is Fehr
& Peers Associates, Inc.

TWO: The purpose of this corporation is
to engage in any lawful act or activity for which a corporation
may be organized under the General Corporation Law of California,
other than the banking business, the trust company business,
or the practice of a profession permitted to be incorporated
by the California Corporations Code.

THREE: The name and address in this state
of the corporation's initial agent for service of process is
Juergen A. Fehr, 3468 Mt. Diablo Blvd., Suite B-105, Lafayette,
CA 94549.

FOUR: This corporation is authorized to
issue only one class of shares of stock; and the total number
of shares which this corporation is authorized to issue is
500,000.

Dated: July 1, 1985.


Juergen A. Fehr

State of California
Secretary of State

RECEIVED

AUG 14 2019

BY: _____

CERTIFICATE OF STATUS

ENTITY NAME:

FEHR & PEERS

FILE NUMBER: C1186502
FORMATION DATE: 07/01/1985
TYPE: DOMESTIC CORPORATION
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 August 08, 2019.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

Fee Proposal

Garden Grove CEQA Transportation Update for SB 743 Compliance									
		Jason Pack, Principal	Spencer Reed, Associate	Jinghua Xu, Senior Associate	Senior Engineer/Planner	Engineer/Planner	Project Coord	Costs	
	Hourly billing rate	\$280	\$195	\$220	\$180	\$140	\$130		
SB 743 Compliance Tasks									
Task 1	Kick-Off and Coordination Meetings	20	24				4	\$	10,800
Task 2	VMT Metrics and Thresholds	6	8	16		44	8	\$	13,960
Task 3	Quantify the Trip Reduction Benefits of TDM for VMT Mitigation	4	8			16	2	\$	5,180
Task 4	Attendance at Community Meetings and Hearings	16	16				2	\$	7,860
	Subtotal Labor Travel/Mileage ODC's	46	56	16	0	60	16	\$	37,800
	Task 1 - 4 Subtotal							\$	295
								\$	1,890
								\$	39,985
Additional Tasks Requested in Response to RFP									
Task 5	VMT Estimation Tool	8	16		60	20	8	\$	20,000
Task 6	Staff Training	8	8		8	8	2	\$	6,620
	Total Labor Travel/Mileage ODC's	16	24	0	68	28	10	\$	26,620
	Task 5 - 6 Subtotal							\$	42
								\$	1,331
	Task 1 - 6 Total							\$	27,993
								\$	67,978
Optional Tasks									
Task 7	Transportation Impact Assessment Guidelines	10	20			32	5	\$	11,830
	Total Labor ODC's	10	20	0	0	32	5	\$	11,830
	Optional Task 7 Subtotal							\$	592
								\$	12,422
	Total With Optional Task 7							\$	80,400

FEHR & PEERS

2019-2020

(July 2019 through June 2020)

Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$215.00	-	\$350.00
Senior Associate	\$180.00	-	\$340.00
Associate	\$155.00	-	\$250.00
Senior Engineer/Planner	\$130.00	-	\$200.00
Engineer/Planner	\$120.00	-	\$160.00
Senior Engineering Technician	\$145.00	-	\$195.00
Senior Project Accountant	\$160.00	-	\$165.00
Senior Project Coordinator	\$120.00	-	\$165.00
Project Coordinator	\$110.00	-	\$155.00
Technician	\$125.00	-	\$165.00
Intern	\$90.00	-	\$105.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58 cents per mile as of Jan 2019).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

Proposal for

Professional Services for the CEQA Transportation Update for SB 743 Compliance

December 9, 2019

PREPARED FOR:



PREPARED BY:

FEHR  PEERS



December 9, 2019

Dai Vu
City Engineer
City of Garden Grove
11222 Acacia Parkway
PO Box 3070
Garden Grove, California 92842

Subject: Proposal to Provide Professional Services for the CEQA Transportation Update for SB 743 Compliance

Dear Mr. Vu,

We are pleased to offer our advanced research into SB 743 implementation paired with lessons learned from both regional implementation studies and local guidelines development. Based upon our assistance to the state in crafting the guidelines and subsequent work with several agencies to create implementation documents, we have the materials and experience to provide VMT methodology options, VMT thresholds, and the latest information regarding VMT mitigation. Much of this information is shared on our website (<https://www.fehrandpeers.com/sb743/>).

We offer an advanced knowledge of SB 743 implementation and are the premier consulting firm assisting agencies become compliant with the state law by the July 2020 deadline. We also specialize in custom tool building with a variety of existing tools that calculate trip generation, VMT estimates, and TDM effectiveness estimates. Our latest examples include VMT forecasting and a mitigation testing tool for the City of Los Angeles, and GIS-based VMT screening tools developed for WRCOG (<http://gis.fehrandpeers.com/WRCOGVMT/>), and El Dorado County/City of Placerville (<http://alpha.blueraster.io/fehrand-peers/VMT/20190606/>). Our Orange County office has also conducted similar efforts for SBCTA and multiple cities throughout Orange County. Our research, knowledge, and experience will support the City of Anaheim in becoming compliant with SB 743 and the new CEQA Guidelines Section 15064 by July 2020.

Our research, knowledge, and experience will support the City of Garden Grove in becoming compliant with SB 743 by July 2020. We look forward to your selection process and the potential to create an outcome with benefits that extend throughout the City. Thank you for this opportunity.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Pack'.

Jason Pack
Principal-in-Charge
Fehr & Peers
Tel: 949-308-6312
j.pack@fehrandpeers.com

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Our mission is to empower every employee to develop effective and innovative transportation solutions that improve communities

1. Executive Summary

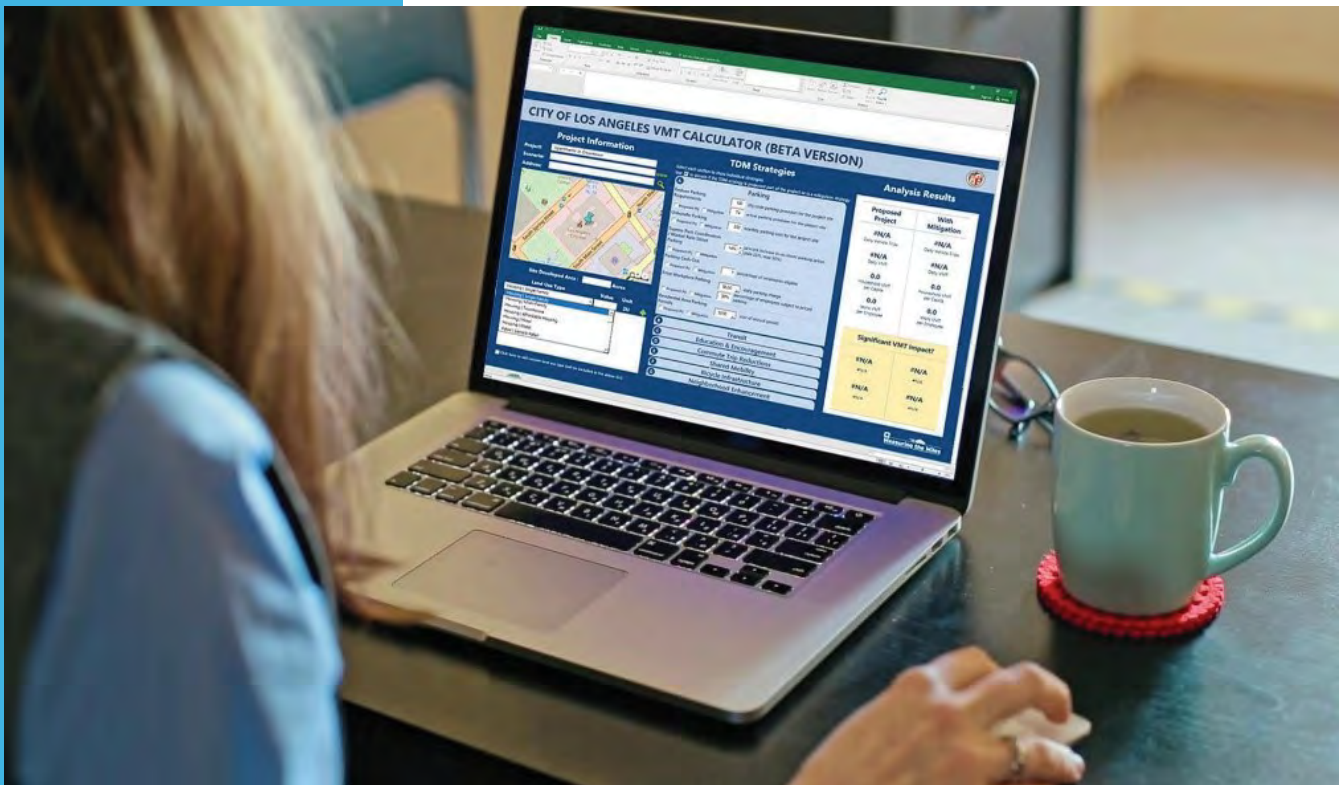
On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process intended to fundamentally change transportation impact analysis as part of California Environmental Quality Act (CEQA) compliance. In summary, SB 743 eliminates Level of Service (LOS) as a basis for determining significant transportation impacts under CEQA and provides a new performance metric – Vehicle Miles of Travel (VMT). With this change, the State is shifting the focus from measuring a project's impact to drivers to measuring the impact of driving (VMT) to achieve their goals of reducing greenhouse gas (GHG) emissions, encouraging infill development, and improving public health through active transportation. The updated CEQA Guidelines incorporating this change were certified by the Natural Resources Agency in December 2018.

In response to SB 743, the City of Garden Grove issued a Request for Proposal (RFP) soliciting professional services to assist the City with the development of new transportation impact thresholds to adhere to CEQA requirements.

Fehr & Peers has been at the forefront of developing VMT metrics and thresholds for jurisdictions throughout the State of California. We assisted the Governor's Office of Planning and Research (OPR) during their development of the State guidance in response to SB 743 and have assisted or are currently assisting a multitude of agencies, both large and small. Within Orange County alone, these include the cities of Santa Ana, Brea, Yorba Linda, Orange, Fullerton, Placentia, La Habra, Buena Park, Anaheim, Westminster, and CSU Fullerton. We have the necessary experience with running regional travel demand models and with evaluating the effectiveness of Travel Demand Management (TDM) measures in reducing VMT. We are able to offer all of the services required by the City of Garden Grove in response to your RFP.

Jason Pack would serve as our Principal-in-Charge for this effort. He has been a principal-in-charge on all the SB 743 efforts out of the Orange County Office. Jason will provide local context and consistency with the region including the North Orange County Collaborative SB 743 Project, Anaheim SB 743 Project, and Santa Ana SB 743 Project. Spencer Reed will serve as Project Manager. Spencer works out of Fehr & Peers' Orange County Office and has direct experience conducting VMT analysis for several jurisdictions as project manager. Jinghua Xu is our travel demand forecasting (modeling) expert. She has experience in the development of many travel demand models, including OCTAM, and has been actively overseeing most VMT related forecasting efforts throughout the Southern California Region for Fehr & Peers.

We are ready, able, qualified, and keenly interested in all the services requested by the City.



2. Project Approach and Understanding

What Decisions Does City of Garden Grove Need to Make to Implement SB 743?

The implementation of SB 743 is a three-step process. First, the City will need to define the VMT screening criteria for use in transportation impact analyses. The City can decide to screen-out certain projects, such as small projects or projects located close to high quality transit, from needing a VMT impact analysis.

Next, the City will define its VMT impact thresholds. The City's impact thresholds should be consistent with the goals and policies outlined in the General Plan. Finally, the City's transportation impact assessment (TIA) guidelines should be updated to reflect the new metrics and thresholds. The City can determine if other elements of the historical methodologies and approach to traffic impact studies in the City are appropriate as is, or if the city wants to recommend changes for evaluating the local transportation effects of a project.

The updated CEQA guidelines have a new section for determining the significance of transportation impacts (Section 15064.3). While OPR produced a Technical Advisory to help lead agencies think about the variety of implementation questions they face when shifting to a VMT metric, lead agencies must still make their own specific decisions about VMT methodology, thresholds, and mitigation. The implementation of new CEQA guidance in the City of Garden Grove requires the following decisions:

Technical Advisory on Evaluating Transportation Impacts in CEQA, OPR, December 2018

http://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf

1. VMT Screening & Qualitative Review:

The first step is to determine when a VMT analysis is required. OPR recommends that projects be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation infrastructure projects that are not adding new travel lanes may be screened from further VMT analysis.

2. VMT Analysis Methodology: If the project requires a VMT analysis, the City can use the regional travel demand model to estimate a project's VMT. OPR recommends that VMT be reported as "Home-Based VMT" per capita for residential projects and "Home-Based Work VMT" per employee for office projects. Total VMT per service population can be reported for large-scale retail projects or other project types, such as special event venues and hotels. The City has the discretion to select a methodology, reporting metric, and model most appropriate for their jurisdiction.

3. VMT Impact Thresholds: The City has discretion to develop and adopt their own, or rely on thresholds recommended by other agencies, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence. OPR recommends that projects exceeding a level of 15 percent below existing VMT per capita or per employee when compared to the regional average may indicate an impact.

4. VMT Mitigation: The types of mitigation that effect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of trips. This can be accomplished by changing the land uses being proposed or by implementing TDM measures.

Each of these topics will be addressed in this effort.

SB 743 Implementation in Garden Grove

We propose to begin the process of implementing SB 743 by collecting baseline VMT data for the City and reviewing future VMT trends based on the regional OCTAM model developed by Orange County which is consistent with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). We would then use the VMT data to

test pilot projects and consider options for the preferred VMT methodology, thresholds, and potential mitigations. Finally, we would update the City's TIA guidelines to inform the scope and analysis methodologies for future studies in the City, suggest changes to the City's General Plan Circulation Element for consistency, and discuss potential options for incorporating VMT into the City's traffic impact fee program and other City documents.

Implementation Process



Scope of Work

This section provides an overview of the scope of work we propose to provide the SB 743 implementation services requested by the City. Tasks 1 through 4 are required to be compliant with SB743 by the July 1, 2020 deadline. Tasks 5 and 6 have been included in response to the RFP. While these are not required for compliance, they will help City staff in determining VMT related impacts with future projects. Optional Task 7 is recommended by Fehr & Peers based on our experience implementing SB743 in other jurisdictions.

Please note that the scope and associated hours/staffing can be tailored based on future discussions with City staff.

Task 1 - Kick-off and Coordination Meetings

Fehr & Peers will attend a kick-off meeting with City staff. The purpose of the meeting will be to discuss the City's goals and objectives for the study.

Fehr & Peers has budgeted for twelve progress calls. Fehr & Peers staff will prepare for and attend up to two additional in-person meetings with City staff. We have found that such meetings are critical to City staff making the important decisions regarding methodologies, screening criteria, and impact thresholds that need to be made as the study progresses.

Deliverable: City staff kick-off and coordination meetings.

Task 2 - VMT Metrics and Thresholds VMT Analysis

Fehr & Peers will analyze existing and projected VMT levels for the City of Garden Grove using data from the current OCTAM regional travel demand model. We will calculate VMT using the Production/Attraction (PA)

and Origin/Destination (OD) methodologies. We will run the OCTAM model to develop existing and future VMT data for the following metrics:

- Citywide and Countywide VMT
- Total VMT per capita
- Household VMT per capita
- Work VMT per employee
- Total VMT per service population

This analysis will provide the basis for the development of VMT metric, screening, and threshold options in the subsequent portions of this task.

VMT Metrics and Threshold Options for Land Use and Transportation Projects

Fehr & Peers will develop VMT impact threshold options for land use projects based on policy goals discussed with City staff and consistent with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will

document how the various threshold options would meet the substantial evidence requirements under CEQA. Transportation projects will also be addressed, including accounting for induced demand.

VMT Screening Options

Fehr & Peers will develop VMT screening options for land use projects based on policy goals discussed with City staff and consistent with SB 743 guidance from the State. OPR has provided guidance related to several opportunities for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), located in a low-VMT area, and in a transit priority area. The City will need to make decisions regarding the different screening opportunities presented.

Case Studies

After developing the VMT threshold options, Fehr & Peers will apply the selected metrics to up three different case studies, to be selected

in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with potential TDM strategies/programs as developed in Task 3. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

Screening and Threshold Recommendations

Fehr & Peers will summarize the results of the aforementioned tasks in a technical memo that demonstrates how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodology(ies) for quantifying the impacts will be identified as well.

Deliverable: Technical memo documenting recommended VMT metrics, screening criteria, and impact thresholds with 3 case studies.

Task 3 - Quantify the Trip Reduction Benefits of TDM for VMT Mitigation

For projects with VMT impacts, it is important to have mitigation options available for implementation to remove or reduce the impact. TDM strategies are reductions available from project site modifications, programming, and operational changes, and have been determined to be among the most effective VMT impact mitigators.

Fehr & Peers will prepare a "menu" of applicable TDM strategies and programs that have the potential to reduce VMT impacts to a less than significant level in the specific context of the City of Garden Grove. The effectiveness of identified TDM strategies will be based on research documented in the 2010 California Air Pollution Control Officers Association (CAPCOA) publication, Quantifying Greenhouse Gas Mitigation Measures (CAPCOA, 2010) as well as all recent available research. We propose to use Fehr & Peers' TDM+ tool to assist in this evaluation.

Deliverable: Tech Memo documenting Mitigation Menu.

Task 4 – Attendance at Community Meetings and Hearings

Fehr & Peers staff will prepare for, attend, and support City staff at the following public meetings, events, or hearings:

- Two community meetings/events
- One Planning Commission Hearing
- One City Council Hearing

Attendance at these meetings could include a presentation to the public, planning commission or City Council. Fehr & Peers will be available for questions and to lead discussions.

Deliverable: Attendance and Presentations at Community meetings/events.

Task 5– VMT Estimation Tool

Fehr & Peers will review available tools for estimating VMT in Orange County. This will include sketch planning tools and available regional travel demand forecasting models (e.g. the planned OCTAM VMT estimation tool).

Fehr & Peers will develop a VMT estimation interactive spreadsheet tool that could be applied to project level review of land use projects in the City of Garden Grove. Fehr & Peers has developed similar tools for the Cities of Los Angeles and San Jose and is currently developing one for the North Orange County Cooperative SB 743 Project.

The tool would enable users to assess VMT project- specific impacts and identify VMT reduction strategies based on land use type and other

development-based factors.

Deliverable: Interactive Spreadsheet Tool.

Task 6 – Staff Training

Fehr & Peers will conduct an in-person training session for Garden Grove staff upon the completion of the VMT estimation tool. This training will include a presentation, a tutorial of sample projects, and a flow chart for planning staff to assist future developers.

Deliverable: In-person training presentation and instructional materials.

**Optional Task 7 -
Transportation Impact
Assessment Guidelines**

Fehr & Peers will develop TIA guidelines for the City to incorporate the new procedures necessary to conduct a project-level VMT-based analysis. This guideline development will also include any pertinent evaluation protocols that result from the revised State CEQA Guidelines pursuant to SB 743. This task will include an evaluation of the City's current TIA practices and, in consultation with City staff, determining which elements should be carried over, such as level of service requirements. In addition, the guidelines will include project components that are critical to Garden Grove when evaluating a proposed development project, which could include such items as site access, quality of and impacts on surrounding pedestrian or bicycle infrastructure, queuing at project driveways, level of

service analyses for intersections close to the project site, and warrant studies at intersections for traffic signals. After presenting the updated draft procedures to City staff, Fehr & Peers will respond to two rounds of consolidated comments before submitting a final draft.

Deliverable: Updated transportation impact assessment guidelines.

3. Team Information and Qualifications

About Fehr & Peers

Fehr & Peers, a S Corporation, has an extensive and successful history providing transportation solutions to public and private sector clients. As technical experts, the creative, cost-effective, and results-oriented solutions we develop position us as one of the preeminent authorities on transportation solutions.

Fehr & Peers is uniquely positioned to guide the SB 743 Implementation for the City of Garden Grove as highlighted below:

Fehr & Peers has been directly involved with OPR, Caltrans, the State Transportation Agency, and the big four MPOs (SACOG, MTC, SANDAG, and SCAG) helping to develop the recent draft CEQA Guidelines and Technical Advisory related to SB 743 implementation.

Fehr & Peers is already under contract to multiple local agencies statewide to develop SB 743 implementation guidance and tools. Further, we have already performed SB 743 analysis for a variety of projects. Complementing our SB 743 experience is our knowledge of local transportation issues in the City. This local planning context is important when implementing a new statewide law that was not written with full consideration of the unique geographic differences throughout the state.

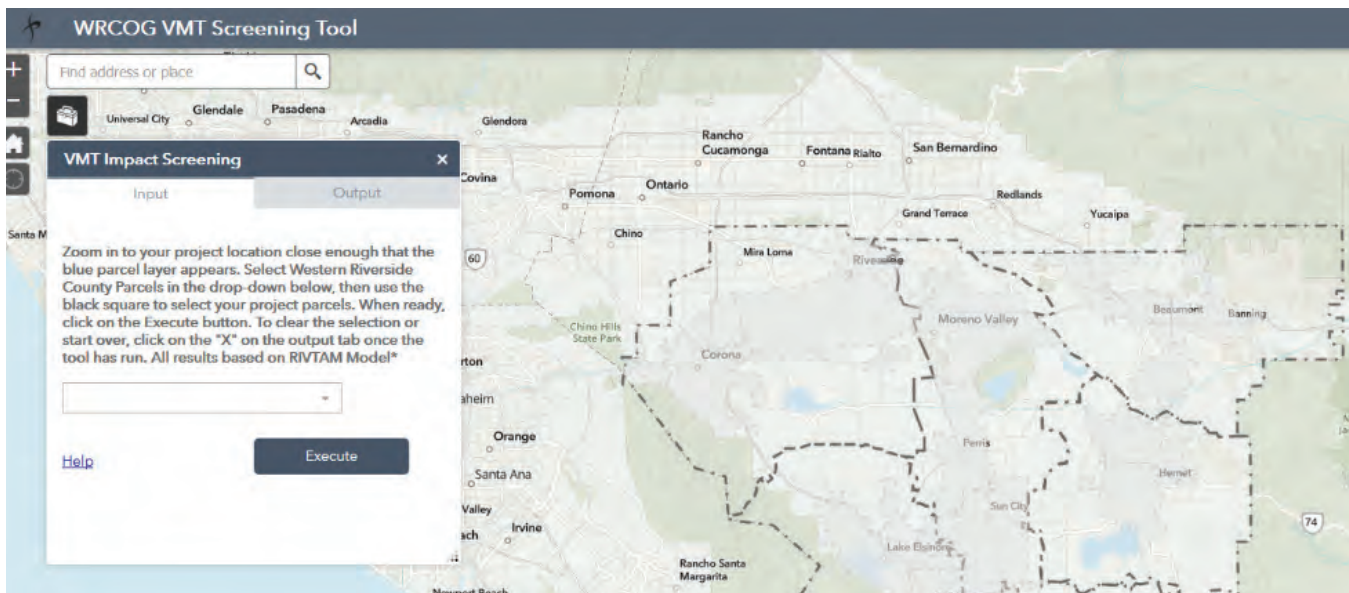
Finally, Fehr & Peers has been actively involved in research projects to quantify VMT and the development of VMT reduction strategies. We funded our own research to build better VMT forecasting models using big data such as cell-phone based global positioning system (GPS) and have worked for a variety of national and state agencies or entities to investigate the effectiveness of transportation demand management (TDM) strategies including projects funded by US EPA, the Strategic Highway Research Program, the California Air Resources Board (CARB), and the California Air Pollution Control Officers Association (CAPCOA). The results of our research provide a head start to the development of tools and to the identification of effective mitigation strategies for this project to ensure efficient use of the available budget.

Senate Bill 743 Implementation

Fehr & Peers is leading SB 743 implementation projects throughout California with a wide range of state, regional, and local governments:



Similar Projects



WRCOG SB 743 Implementation Pathway

Client: Western Riverside Council of Governments

Year Completed: 2019

Contact: Chris Gray

951-955-8304

cgray@wrcog.us

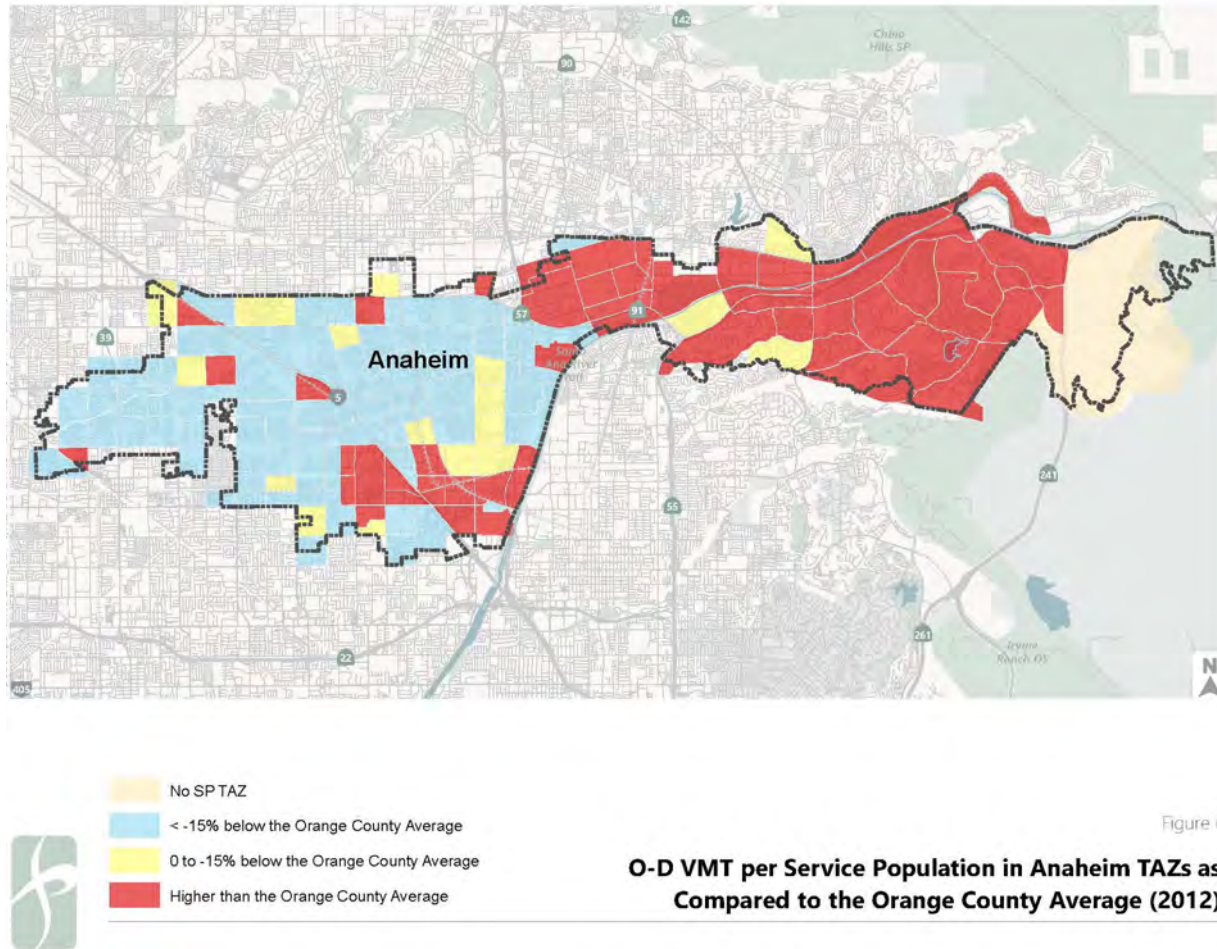
Key Personnel: Jason Pack, Jinghua Xu

Fehr & Peers created a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. We evaluated existing travel demand models, developed baseline VMT data, developed a series of VMT estimation methodologies and thresholds, and identified priority mitigation measures. We developed a tool to determine the options for VMT analysis and requirements depending on the project characteristics. The tool is a GIS based website that allows developers and agencies to easily access VMT information by traffic analysis zones. We developed a series of case studies that applied the developed tool, methodologies, and thresholds.

This project was on budget and was delivered in twelve months which was on schedule.

"WRCOG could not be more pleased with the work that Fehr & Peers performed for us related to SB 743. They completed all of the tasks within the allotted budget and time. We were also happy with their outreach efforts including their coordination with our member agencies. They did an excellent job of communicating a complicated subject to our Board members and other key stakeholders."

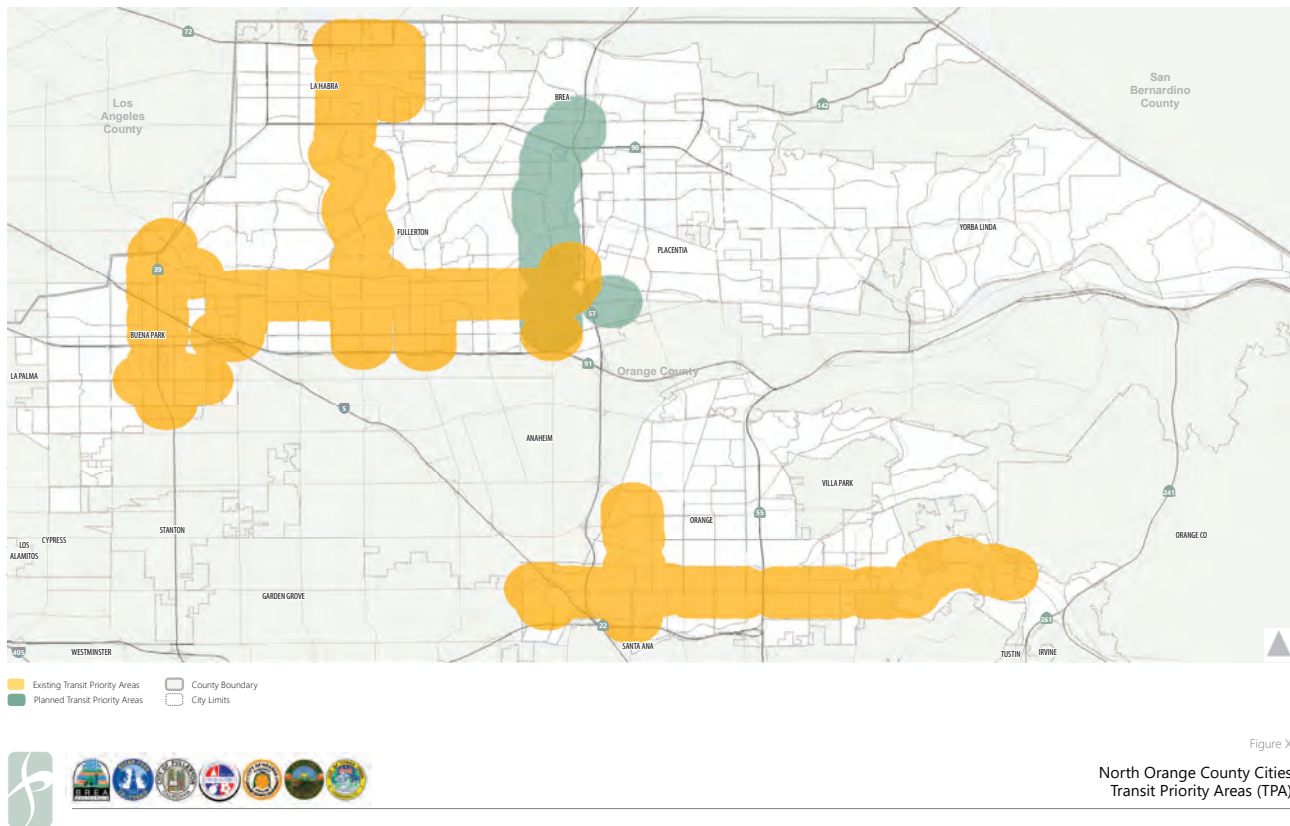
- Christopher Gray, Director of Transportation & Planning, Western Riverside Council of Governments (WRCOG)



City of Anaheim SB 743

Client: City of Anaheim
Year Completed: Ongoing
Contact: Rafael Cobian
714-765-4991
RCobian@anaheim.net
Key Personnel: Jason Pack

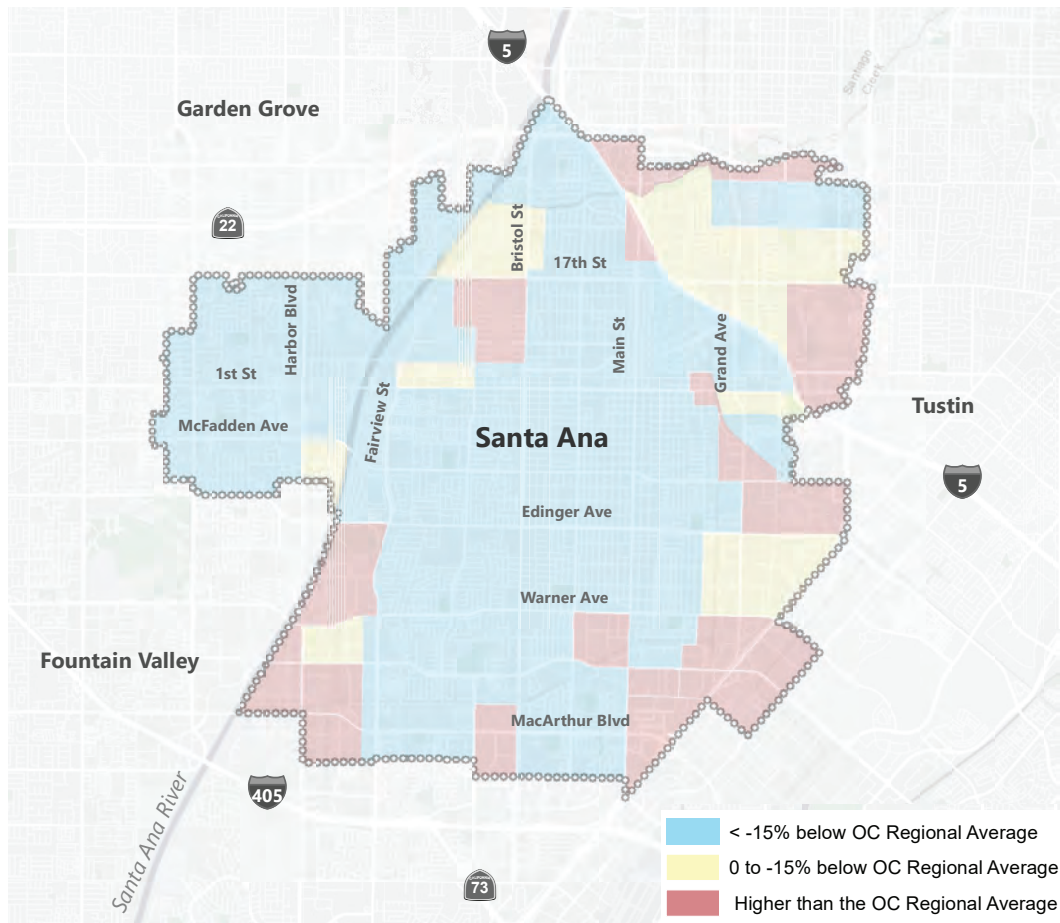
Fehr & Peers is assisting the city of Anaheim with SB743 implementation. We are evaluating the available tools to conduct VMT analysis and preparing possible strategies for the City in determining VMT analysis methodology and CEQA transportation impact thresholds. We will be updating their traffic impact study guidelines consistent with requirements of SB 743. Fehr & Peers is also provided a guidance document to assist the City with their decision making process. The document consists of potential VMT screening maps, VMT comparison charts, TPA maps, and sample projects. We are providing guidance and recommendations on available project level mitigation and TDM strategies specific to the City of Anaheim. The project includes adoption of CEQA compliant thresholds of significance by the July, 2020 deadline. The project will conclude with recommendations on a future tool for the City to facilitate SB 743.



Orange County Collaborative SB 743

Client: City of Orange
Year Completed: Ongoing
Contact: Larry Tay
 714-744-2225
 ltay@cityoforange.org
Key Personnel: Jason Pack, Jinghua Xu

Fehr & Peers is currently preparing strategies and tools for seven cities (Fullerton, La Habra, Orange, Placentia, Brea, Buena Park, and Yorba Linda) in Orange County to implement SB 743. We are evaluating the travel demand model, developing baseline VMT data, and evaluating potential thresholds and mitigation measures and programs. We will develop an interactive spreadsheet tool that will enable users to assess VMT project-specific impacts and VMT reduction measures. We will prepare draft significance criteria and identify up to 8 projects throughout the County to “test” through the significance criteria. We will also prepare updated Traffic Impact Analysis Guidelines for each city. Though this project is in the early stages, it is currently on budget and on schedule to be completed before the July 2020 adoption deadline.



City of Santa Ana SB 743 Implementation

Client: City of Santa Ana

Year Completed: 2019

Contact: Zed Kekula

714-647-5606

z.kekula@santa-ana.org

Key Personnel: Jason Pack, Jinghua Xu

Fehr & Peers guided the City of Santa Ana through the process of updating and adopting the City's traffic impact study guidelines consistent with requirements of SB 743. Fehr & Peers made VMT estimates for the entire Orange County region in support of the recommended thresholds of significance, including screening maps to facilitate City processing of projects. Fehr & Peers also provided a guidance document with sample projects to assist the City with implementation. This effort including education of staff and collaborative meetings to meet City goals. The traffic impact study guidelines are complete. The City VMT thresholds have been adopted by the Santa Ana City Council and the City VMT Impact Study Guidelines are in the final stages for adoption. This project was delivered on budget and on schedule, within the July 2020 adoption deadline.

4. Team Member Qualifications and Experience

Spencer, as Project Manager, resides in our Orange County office and will be responsible for day-to-day management of the project, including QA/QC, Fehr & Peers staff management, and interface with

City staff. Spencer has 8 years of experience managing unique and challenging projects related to CEQA compliance. Locally, Spencer has managed multiple projects in Garden Grove and surrounding Orange County cities. In addition, Spencer has managed multiple projects analyzing and quantifying VMT and impacts. In order to ensure that the City of Garden Grove has access to the best SB 743 subject experts, Spencer will be supported with a Principal-in-Charge. Spencer will be the main point of contact for City.

Jason, as Principal-in-Charge, will be responsible for supervising the overall project, including QA/QC and ensuring that the firm's resources are brought to the project as committed and necessary for its successful outcome. All the staff proposed on this project have worked with municipal agencies throughout their careers.

Resumes are included in the following pages.





Jason Pack, PE **Principal-in-Charge**

Education:
Bachelor of Science
in Civil Engineering,
University of California,
Davis, 1999

Professional
Registration:
Licensed Traffic Engineer,
State of California
(TR2402)

Mr. Pack began working for Fehr & Peers after receiving his degree in Civil Engineering from the University of California, Davis in 1999. He worked in the Bay Area market for over four years and worked in the Sacramento market for another five years before moving to Southern California in 2008. He has worked on a wide variety of transportation projects, from general plans and specific plans to detailed corridor, interchange, and signal coordination studies. Additionally, he has applied or developed travel demand forecast models on over 50 projects in the State of California. Jason services our clients throughout Southern California and Arizona, with projects from Bakersfield to San Diego, and Phoenix to Long Beach. Jason has had papers/presentations accepted to the TRB National Roundabout Conference, the ITE National Conference, and the California APA Conferences. Jason also teaches two classes for the ASCE national webinar series on Roundabout Feasibility Assessment and Process of Signal Coordination.

Selected Projects:

Mr. Pack was either the project manager or principal-in-charge of all the following studies conducted by Fehr & Peers:

- WRCOG SB 743 Implementation, CA
- SBCTA SB 743 Countywide VMT SB 743 Implementation, CA
- CSU SB 743 Guidelines, CA
- County of San Bernardino Transportation Impact Study Guidelines, CA
- Temecula Wine Country TransCAD TDF Model Development, CA
- City of Upland TransCAD TDF Model Development, CA
- Kern COG Long Range Transit Plan Forecasts, CA
- Kern COG Commuter Rail Corridor Studies, CA
- Santa Ana SB 743 Implementation, CA
- Corona SB 743 Implementation, CA
- Eastvale SB 743 Implementation, CA
- Moreno Valley SB 743 Implementation, CA
- North Orange County Collaborative SB 743, CA
- Temecula SB 743 Implementation, CA



Spencer Reed, PE Project Manager

Education:
Bachelor of Science
in Civil Engineering,
California Polytechnic
State University, San Luis
Obispo,
2011

Professional
Registration:
Civil Engineer, State of
California (C83432)

Mr. Reed has eight years of experience in transportation engineering and transportation planning at Fehr & Peers. Spencer brings a wide variety of skills and an innovative analytical perspective to all his projects. His project and technical experience includes microsimulation modeling, traffic impact studies, travel demand modeling, conceptual design, and bicycle and pedestrian planning. Spencer understands that various projects have a wide range of needs and he maintains a steadfast commitment to the efficiency and reliability of results. This devotion is represented in multiple projects throughout the greater Los Angeles area and southern California. Using a combination of experience, data, and innovation; Spencer has been able to provide thoughtful solutions to all aspects of his projects. In having the opportunity to work on many challenging projects with a wide variety of clients and stakeholders, Spencer has developed a reputation of balancing client goals with stakeholder concerns. Mr. Reed has experience managing projects in Garden Grove and the surrounding Orange County jurisdictions as well as managing multiple projects that have conducted VMT analysis.

Selected Projects:

Mr. Reed was the project manager of all the following studies conducted by Fehr & Peers which were either located in Orange County or included VMT analysis:

- Garden Grove Downtown Parking Management Plan, Garden Grove, CA
- Cottage Industries Shared Parking and Parking Management Plan, Garden Grove, CA
- Cottage Industries Transportation Impact Analysis, Garden Grove, CA
- Anaheim Resort Mobility Plan, Anaheim, CA
- Anaheim Center City Parking Study, Anaheim, CA
- Santa Ana Downtown Parking Study, Santa Ana, CA
- Leisuretown Transportation Impact Study, Anaheim, CA
- Dupont Pedestrian Crossing, Irvine, CA
- Orange County Fair and Events Center Parking, Costa Mesa, CA
- Century Villages at Cabrillo EIR, Long Beach, CA
- Santa Anita North Barn EIR, Arcadia, CA
- Mental Health Facility at Chino Institution for Men EIR, Chino, CA
- City of Hope Master Plan and EIR, Duarte, CA
- Arroyo Seco Music and Arts Festival EIR, Pasadena, CA
- South Bay Galleria EIR, Redondo Beach, CA



Jinghua Xu, PhD, PE Modeler

Jinghua Xu has more than 15 years of experience. Her expertise includes travel demand model development and application, network modeling and simulation, and transportation planning. Jinghua has extensive experience in modeling with both highway and transit focuses. She has in-depth understanding in model estimation, calibration and validation, and has developed, enhanced and applied a wide range of complicated regional travel demand models for large MPOs, such as SCAG and SANDAG, as well as for counties, such as OCTA, SBCTA.

Education:

Ph.D. in Civil Engineering, University of Massachusetts, Amherst, 2004

M.E. in Transportation Engineering, Beijing Jiaotong University, Beijing, China, 1997

B.E. in Transportation Engineering, Beijing Jiaotong University, Beijing, China, 1994

Professional Registration:

Licensed Civil Engineer, State of California (73925)

Publications:

- An Analytical Modeling Tool for Active Transportation Strategy Evaluation, 16th TRB National Transportation Planning Applications Conference, 2017
- Dynamic Modeling Application for Toll Demand and Price Equilibrium on Toll Facilities, Transportation Research Board 92nd Annual Meeting, 2013, co-authored with S. Ruegg

Jinghua has been heavily involved in transit modeling development and application in California and Nevada, including modeling for FTA New Starts projects. Jinghua has extensive knowledge in the current best practice in modeling, as well as FTA's modeling standards. In addition to passenger travel, Jinghua has extensive research experience in freight modeling, and she has been involved in the enhancement of the current California Statewide Freight Forecasting Model (CSFFM) and goods movement studies for local agencies.

Jinghua has served as project manager, technical leader and key modeler in various modeling projects. She has strong analytical skills and is proficient in various transportation modeling software packages, including but not limited to TransCAD (GISDK), CUBE (Voyager/TP+) and TRANPLAN.

Selected Projects:

- WRCOG VMT Screening Tool, CA
- City of Santa Ana SB 743 Implementation, CA
- Orange County Collaborative SB 743, CA
- County of San Diego SB 743 Guidelines, CA
- OCTAM Active Transportation Tool Development, Orange County, CA
- OCTAM Emission Tool Development, Orange County, CA
- OCTA Transit Master Plan, Orange County, CA
- SANDAG Urban Area Transit Strategy, San Diego, CA
- Caltrans Transportation Modeling/Forecasting Service, CA
- RCTC Truck Study, Development and Implementation of Regional Logistics Mitigation Fee, Riverside, CA
- South OC Mobility Study, Orange County, CA
- San Bernardino County Transportation Analysis Model (SBTAM) Modeling Support, CA
- OCTAM FTA New Starts Update, Orange County, CA
- SCAG Activity-based Model Development and Validation in Support of the 2016 RTP/SCS, CA
- SCAG Mode Choice Model Enhancement and Regional Model Update, CA

5. Implementation Schedule

This section provides a proposed schedule to achieve implementation of the City's VMT guidelines before the State's deadline of July 1, 2020 and assumes a kick-off meeting in the first two weeks of January 2020. We are proposing a six-month schedule, ending with Planning Commission and City Council Hearings by June 2020.

We propose that one of the two community meetings occur early in the process, to introduce the issues and options, and that the second occurs once the draft guidelines have been prepared, prior to the Planning Commission and City Council Hearings.

Key decisions from City staff regarding guidance on VMT screening and threshold options would be needed towards the end of Task 2.

As neither Task 5 or Task 6 are required for compliance and to minimize conflicts with achieving implementation of the City's VMT guidelines, these tasks will occur after July 2020. Optional Task 7 will also occur after July 2020 as it is not required for compliance.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Task 1: Kick-Off and Coordination Meetings	A			A			A		
Task 2: VMT Metrics and Thresholds									
Task 3: Quantify the Trip Reduction Benefits of TDM for VMT Mitigation									
Task 4: Attendance at Community Meetings and Hearings		B		B	C	D			
Task 5: VMT Estimation Tool									
Task 6: Staff Training									E
Optional Task 7: Transportation Impact Assessment Guidelines									

- A - Staff coordination meeting**
- B - Community meetings/events**
- C - Planning Commission Meeting**
- D - City Council Meeting**
- E - Staff Training at City Hall**



Contract Exceptions

1. Services to be Provided, Section 2

Changes Requested: “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 ~~its is~~ provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession and in accordance with the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances. ~~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.”~~”

Reasons for Changes: The changes are to provide the applicable standard of care for a professional consultant's services. The definition of the applicable prevailing professional standard of care is clear in California: A professional is to exercise the degree of skill, knowledge, and diligence that other professionals in similar circumstances commonly use. (*See, Gagne v. Bertran* (1954) 43 Cal.2d 481.)

2. Ownership of Work Product, 10.

Change Requested: “All documents or other information developed (“Work Product”) 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. However, notwithstanding the foregoing, CONSULTANT shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that CONSULTANT may employ in the performance of this Agreement, or may incorporate into any part of CONSULTANT's Work Product. CONSULTANT grants CITY an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Any unauthorized or unintended use, re-use, or modification by CITY of the Work Product prepared and provided by CONSULTANT under this Agreement shall be at CITY's sole risk and without liability to CONSULTANT. Third-party content that may be used or incorporated in the Work Product shall not become the property of CITY. CONSULTANT shall secure all licenses necessary for CITY to utilize CONSULTANT's services and the Work Product for their intended purposes.””

Reasons for Changes: First, we may use or integrate some of our own intellectual properties into our work product, which we believe will enhance our services and further the goals of our clients' project. However, we cannot take the risk of losing our rights to our intellectual properties. The only alternative would be to not use any of them. Second, we may have to use content such as big data provided by third-party data or software providers for which we may receive only a limited-use license and not ownership. It is often necessary for such third-party providers to retain ownership of such data for the uses of other clients or purposes. In such cases, we will secure a license for the City to use such content.

3. Indemnification, 19.

Change Requested: “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. Notwithstanding the foregoing, if any of the services provided by CONSULTANT under this Agreement are design professional services, as defined by California Civil Code section 2782.8, the defense and indemnity obligation under this Section 19. shall be limited to the extent required by California Civil Code section 2782.8.”

Reason for Change: To the extent any of Consultant's services are categorized as “design professional services,” Consultant is entitled to the limitations on its indemnity obligation as required under California Civil Code section 2782.8.



Insurance Exceptions

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 "B".
- 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 - There is no notice for material change since administratively impossible to comply per insurance carriers

- 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 \$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;
 - b) Automobile liability in the amount of \$1,000,000 ~~per occurrence~~; Combined single limit (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 claim} ~~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, (if any) 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.

(General Liability and
Automobile Liability)

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,

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Award a contract to Dewberry Architects, Inc., to provide City Hall Security Enhancement Design Services. (Cost: \$219,925) (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

To recommend that the City Council award a contract for professional consulting services to Dewberry Architects, Inc. for the purpose of providing the City with a comprehensive City Hall Security Enhancement Design.

BACKGROUND

Garden Grove City Hall was acquired by the City in 1993 from the Orange County Transportation Authority. Since then it has undergone a number of improvements including necessary structural repairs, a complete interior redesign, HVAC and telecommunication systems upgrades, and landscape improvements. As an administrative facility, the building is mainly comprised of general office spaces which include an open office plan, private offices, conference rooms, computer rooms, kitchen and lounge areas, and a reprographics lab. City Hall houses approximately 150 full-time and part-time employees on a daily basis. The first floor is comprised of multiple departments with a focus on daily public interaction that includes Community Services (Recreation), Finance (Utility Billing and Business Tax), Building Services and Code Enforcement, Planning Services, and Engineering Services. The second floor consists of Human Resources, Finance, City Clerk's Office, Information Technology, and Reprographics/Mail Room services. The third floor of City Hall houses the City Council Offices and the City Manager's Office that includes Community Relations. Community and Economic Development administrative staff including Neighborhood Improvement staff are also located on the third floor.

In July 2017, the City of Garden Grove enlisted the expertise of the Orange County Intelligence Assessment Center in order to conduct a Vulnerability Assessment of City Hall. The vulnerability assessment and subsequent mitigation report identified several areas of improvement, including a number of security deficiencies within the existing City Hall facility requiring attention. The report also included solutions for

lowering the facility's general risk level.

Based on the vulnerability assessment findings, the City of Garden Grove requested proposals from qualified architectural firms to secure conceptual designs for City Hall Security Enhancements. The selected consultant would be tasked with evaluating City Hall, taking into consideration the vulnerabilities and concerns identified in the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report, in order to produce a design that addresses identified security deficiencies.

DISCUSSION

On November 1, 2019, staff formally issued a Request for Proposal (RFP) for comprehensive City Hall Security Enhancement Design services, and a mandatory pre-proposal meeting and facilities site walk was done on November 19, 2019. On December 9, 2019, staff received proposals from three firms. Staff from the City Manager's Office, Police Department, Public Works Department, and Building Division reviewed each of the proposals, scoring them according to their experience and qualifications (60%), and work plan and ability to meet the City's needs (40%). Upon conducting final interviews of all three firms, Dewberry Architects, Inc., was unanimously selected as the most qualified and experienced firm capable of meeting the City's needs.

Company Name	RFP S-1261 City Hall Security Enhancement Design		
	Dewberry Architects, Inc.	BOA Architecture	Triad Consulting
	Score	Score	Score
Rater 1	920	520	480
Rater 2	1000	920	600
Rater 3	880	680	800
Rater 4	1000	520	600
TOTAL	3800	2640	2480

FINANCIAL IMPACT

The cost of the contract is \$219,925. Funds are budgeted in the FY 19-20 budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for professional consulting services to Dewberry Architects, Inc., in the amount of \$219,925, for the purpose of providing the City with a comprehensive City Hall security enhancement design; and
- Authorize the City Manager or his designee to sign the contract and make minor modifications as needed on behalf of the City.

By: Shawn Park, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	2/19/2020	Agreement	DOC-20200219-11_20_01.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Dewberry Architects, Inc.**, 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 COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide a Comprehensive City Hall Security Enhancement Design in response to City of Garden per RFP S-1261.
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** The term of the agreement shall be for period of 16 months from the date of full execution. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work and the Proposal. The Scope of Work is attached as Attachment "A" and the CONTRACTOR's Proposal is attached as Attachment "D", and is incorporated herein by reference. The Scope of Work, the Contractor's Proposal, and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Nineteen Thousand Nine Hundred Twenty Five Dollars (\$219,925.00), payable in arrears and in accordance with Pricing Proposal in Attachment "B".
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly

render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Pricing Proposal (Attachment "B").

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

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 that portion of the work completed.

4. Insurance requirements.

4.1 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.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**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.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**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.

- (c) Professional liability in an amount not less than \$2,000,000. 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. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's 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, it's 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.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be 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 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. (CONSULTANT)
Dewberry Architects, Inc.
Attention: Alan Korth, RA, LEED AP, Principal
300 North Lake Avenue
Pasadena, CA 91101
 - 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.** By executing this Agreement, CONTRACTOR agrees 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 Contractor 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 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 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 the foregoing indemnity defend, and hold harmless obligation to the 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 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.

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"
Dewberry Architects, Inc.

By: [Signature]

Name: Donald E. Stone, Jr.

Title: Executive V.P.

Date: 2/11/2020

Tax ID No. 37-1004942

Contractor's License: C-23444*

*CA Architect
Expiration Date: 10/31/2021

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:

[Signature]
Garden Grove City Attorney

2-13-2020
Date

ATTACHMENT "A"
RFP S-1261

SCOPE OF WORK

**Provide a Comprehensive City Hall Security Enhancement Design for
the City of Garden**

BACKGROUND

The City of Garden Grove is located in central Orange County and services an area of 18 square miles with a population of approximately 180,000 residents. It is the fifth largest City in Orange County and the twenty-eighth largest in the State of California, neighboring major cities such as Anaheim, Orange, Santa Ana, Westminster, and Stanton.

The City of Garden Grove is a general law city and operates under a Council-Manager form of government, with a seven member City Council comprised of six Council Members elected by district and a Mayor elected at-large. Garden Grove is a full service city that provides a range of municipal services, including but not limited to police, street maintenance, park maintenance, water, sewer, refuse, recreation, traffic/transportation, planning and general administrative services. The City's 2019-2021 biennial General Fund operational budget is \$126.7 million with a total citywide operational budget of \$259.5 million.

FIRM BACKGROUND INFORMATION

The Consultant's firm, including principals, project managers, and key personnel shall have relevant documented experience with similar work and shall be licensed/certified to perform the services required under this RFP. The Consultant shall provide background information including specific qualifications and experience in drafting related designs for similar governmental or public sector entities. The information below must be included:

- a) Describe the firm's organizational structure and explain how the firm is qualified to be responsive to the specific requirements of this RFP.
- b) Describe the firm's qualifications and experience providing similar services as required in this RFP.
- c) Provide a project staffing organizational chart listing key personnel assigned to this project. Include assigned duties and resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this RFP.
- d) Provide a narrative describing the approach the firm would take to facilitate input from the City of Garden Grove team members as well as a detailed work plan describing the firm's approach to designing, managing and coordinating

this project. The description should include all tasks listed in the Scope of Work for all phases of the project along with a preliminary schedule.

- e) Provide at least three (3) references of similar government facility security design work that you have conducted and completed within the last five (5) years comparable to that described within this RFP. Include contact information for each. Please use the document that is provided in Appendix A of this RFP document.
- f) Submit a price proposal in a sealed envelope separate from the technical proposal. Please DO NOT include prices or any type of pricing information in the "Technical Proposal" or in the envelope which contains the technical proposal. Those envelopes containing the proposal pricing for those technical proposals determined to be unacceptable will be returned to the proposers unopened, upon written request only, after the completion once RFP process is completed.

SCOPE OF WORK

This Request for Proposals (RFP) will be for a comprehensive City Hall Security Enhancement Design Proposal only. Nothing in this RFP request shall obligate the City to select a Consultant or enter into any agreement with a Consultant. Projects shall be contingent on a mutually agreed scope of work, fee proposal, and availability of budgeted funds. The following scope of work is included as a guideline for the proposer. It is designed to identify the minimum service level expected from the successful firm and as such should be modified and augmented based upon the experience of the firm, as necessary to complete the project.

Garden Grove City Hall is located at 11222 Acacia Parkway in Garden Grove, California. The City Hall facility was acquired by the City in 1993 from the Orange County Transportation Authority. Since then it has undergone a number of improvements including necessary structural repairs, a complete interior redesign, HVAC and telecommunication systems upgrades, and landscape improvements. As an administrative facility, the building is mainly comprised of general office spaces which include an open office plan, private offices, conference rooms, computer rooms, kitchen and lounge areas, and a reprographics lab. City Hall houses approximately 150 full-time and part-time employees on a daily basis. The first floor is comprised of staff from the Community Services Department (Recreation), Finance (Utility Billing and Business Tax), Building, Planning and Engineering. The second floor consists of Human Resources, Finance, City Clerk's Office, IT, and Reprographics. Lastly, the third floor houses the City Manager's Office, City Council offices, the Office of Community Relations, and Community and Economic Development.

In July 2017, the City of Garden Grove enlisted the expertise of the Orange County Intelligence Assessment Center in order to conduct a Vulnerability Assessment of the Garden Grove City Hall facility. The vulnerability assessment and subsequent mitigation report identified several areas of improvement including a number of security deficiencies within the existing City Hall facility requiring attention. The

report also included solutions for lowering the facility's general risk level. For security reasons, the vulnerability assessment is not included in the RFP.

Based on the vulnerability assessment findings, the City of Garden Grove is seeking proposals from qualified architectural firms to secure conceptual designs for City Hall Security Enhancements. The selected consultant will evaluate the existing City Hall facility, taking into consideration the vulnerabilities and concerns identified in the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report, and produce a design proposal that addresses identified security deficiencies. The final conceptual design proposal must be in compliance with well-established industry standards, and take into account all applicable laws, codes, and regulations.

Please address in your proposal how you will accomplish the requested City Hall Security Enhancement Design, which shall include, but not be limited to the following:

- A) Thoroughly review and understand the vulnerabilities, security concerns, and recommended mitigation steps identified in the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report.
- B) Address, in detail, vulnerabilities and recommended mitigation step outlined in the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report and explain how each item may be incorporated into the conceptual design to accomplish the goal of enhancing security in public and employee spaces throughout City Hall.
- C) Identify and recommend any additional services deemed appropriate to achieve the objectives set forth in this RFP.
- D) Consultants interested in submitting a proposal will be required to attend a mandatory pre-proposal meeting and site-walk. The pre-proposal meeting and site-walk will be by invite only. Consultants will be required to visit the Purchasing Department on the second floor of Garden Grove City Hall located at 11222 Acacia Parkway, Garden Grove, CA, between the hours of 8:00 a.m. to 4:00 p.m., to pick up a copy of the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report, sign/submit a confidentiality agreement at that time, and RSVP for the mandatory pre-proposal meeting and site-walk, at which time Consultants will be given information on the mandatory pre-proposal meeting location, date and time. The deadline to pick up the pick up a copy of the Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report, sign/submit a confidentiality agreement is **by 4:00 p.m., local time on Wednesday, November 6, 2019**. A sample copy of the confidentiality agreement is attached as Appendix C.
- E) The selected consultant shall conduct a series of interviews with key stakeholders among City staff, review existing employee workspaces, and understand the daily operations performed by staff to better address security needs. The successful proposer should recommend, in the proposal response,

the estimated number and frequency of meetings that will be required to appropriately gather information and inform City staff of progress.

- F) The selected consultant shall comply with well-established industry standards, and take into account all applicable laws, state and local building codes, ADA requirements, and regulations.
- G) The selected consultant shall develop three conceptual and schematic designs, at three different cost levels, for evaluation and selection of a preferred option by Staff. The consultant shall participate in a preferred option selection meeting and plan on presenting each option to Staff. The consultant shall be expected to answer various questions at the meeting. Designs will include sufficient renderings depicting the overall look and feel of the security enhancement design for each option and demonstrate how vulnerabilities will be addressed.
- H) The selected consultant shall provide total estimated project cost (both one-time and ongoing) broken down into individual line items for each security vulnerability in order to allow for a la carte enhancement consideration in selecting the preferred option plans and specifications for construction. Proposed material costs shall be included in the estimated cost breakdown. Cost estimates shall be made available for each of the three conceptual designs at the time of the preferred option selection meeting with staff (referred to in paragraph E).
- I) The preferred option shall be finalized to include, a complete set of construction documents that shall include; plans, specifications, cost estimate and other required documents required to bid out and construct the preferred option.
- J) The construction documents shall be approved by the City's Planning and Building Divisions through the normal plan check process; this will include reviews by most other City Departments as required by the normal plan check process. Additionally, the Public Works Facilities Division shall also review and approve the construction documents.
- K) Upon completion and selection of a preferred design option, the Consultant shall budget for; a pre-construction meeting, answer requests for information (RFI's), and review shop drawing submittals as required. The Consultant will also budget for 15 hours of time to assist with any other construction issues as it relates to the selected design.
- L) Provide a final written conceptual design report detailing all of the findings and proposed design enhancements to the City Hall facility, including all required physical changes and suggested equipment improvements for the preferred option. The selected firm may be required to present the report to the City Council in closed session.

Attachment "B"

Pricing Proposal rev. January 30, 2020

Total Fee		
Discipline	Total Fee submitted 12/9/19	Total Fee submitted 1/30/20
Architecture	\$93,500	\$93,500
Civil + Structural Engineering	\$43,400	\$24,125
MEP + Security Electronics	\$76,500	\$76,500
Landscape Design	\$38,270	\$0
Cost Estimating	\$25,800	\$25,800
TOTAL	\$277,470	\$219,925

APPENDIX "C"

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The undersigned represents a firm preparing a response to the City of Garden Grove RFP No. S-1261, City Hall Security Enhancements (User) and will have access to confidential government building security information pertaining to the Garden Grove City Hall and a report entitled Orange County Intelligence Assessment Center's Vulnerability Assessment and Mitigation Report ("Confidential Information").

User expressly agrees not to disclose the Confidential Information to the public or any other third party, and not in any way detrimental to the City of Garden Grove. User further agrees not to use, display, disclose or otherwise exploit the Confidential Information in any manner, directly or indirectly, for personal, commercial, or financial benefit of any kind, nor to permit such use, disclosure or exploitation by any other person.

User acknowledges that unauthorized Use of the Confidential Information could expose the City and its officers, employees, invitees and other third parties to security threats, and may cause irreparable harm, injury and damage to the City, its officers employees, and invitees for which the City, its officers, employees and invitees may seek legal remedies. User shall indemnify and hold the City, its officers, directors, employees, and agents, harmless from any and all costs, expenses, damages, or liability of any kind whatsoever arising from any Use of the Confidential Information by User, or permitted by User, in violation of this agreement.

The undersigned represents that he/she is authorized to execute this agreement and so bind the firm hereunder. I acknowledge responsibility to comply with this agreement:

Signed this 5 day of November, 2019.

SIGNATURE:

Name (Print):

Title:

3 Approach



3 Approach

Approach

Our team's expertise in security upgrade projects for municipal facilities gives us a deep understanding of the issues confronting the City as it seeks to enhance the security design of their city hall.

As our design team, including credentialed integrated security control specialists, work through the design and construction process with the City's stakeholders for this project, our goal will be to accomplish these key objectives.

- Complete evaluation of all existing and potentially new cameras and monitoring system, card access, intrusion detection, automated gate systems, active shooter systems, mass notification systems and visitor management systems.
- Complete evaluation of existing fire alarm system, if required.
- Interview all key facility and administration personnel as directed by the Garden Grove project team to understand policy and procedure that will affect how the new systems will need to function.
- Provide a physical security assessment report.
- Provide an integrated design maximizing operational longevity, serviceability and cost effectiveness.
- Design to industry standards using non-proprietary proven technology for all subsystems. These include: card access; mass notification; active shooter; intrusion detection; intercom & paging system; CCTV video surveillance; visitor management. Other systems not as typical: watch tour system, duress alarm system, and elevator control integration.
- Provide new infrastructure (conduit, power) that is accessible for sustainability.
- Incorporate a standards compliant security network system if none exists.
- Develop an opinion of probable construction cost at established project milestones



- Develop a phasing plan that mitigates, delineates and manages the possible impact of the construction work to the daily operation and safety of the facility. The plan will also help the facility staff (along with the contractor) to be proactive in communication, addressing staffing needs and the overall timing of construction sequences in an occupied facility.
- Maintain the security and safety of the facilities at all times.
- Design to allow existing system to remain active as long as possible during the change out of systems.
- Design to accommodate future expansion.
- Replace or upgrade existing systems with new system components and software. If a City standard is in place, we will specify the appropriate matching components to effectively expand the current standard system.
- Provide detailed record documents: drawings and specifications.
- Perform final inspection of completed systems.
- Create "Punch List" of all items found to be not functioning correctly or not in compliance to the Contract Documents.
- Perform follow-up inspection to verify all work identified on the punch list is completed.

Our design and project management approach has evolved over our many years working with public safety and city governance facility clients. The process that we constantly strive to refine maximizes communication and documentation of design criteria to achieve successful implementation of the design solution.



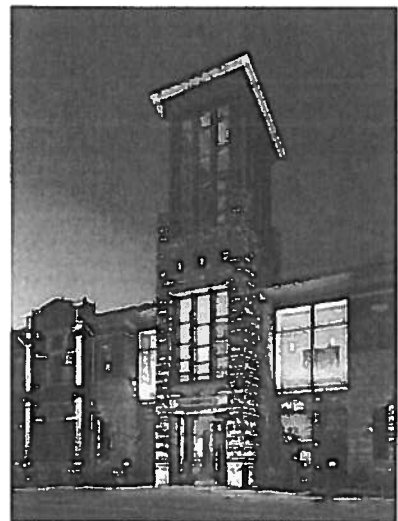
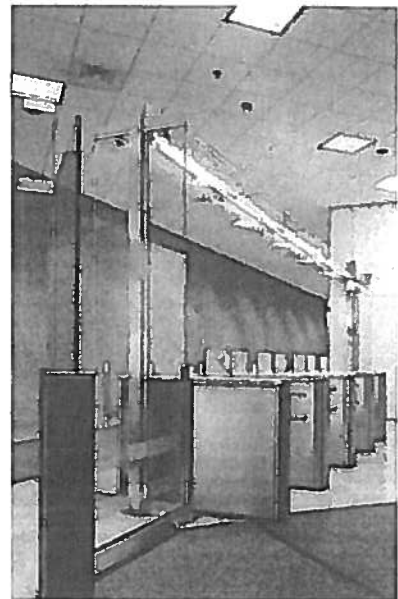
Physical Security Assessment

The Physical Security Assessment will review and report on three components of threat mitigation - Electronic, Architectural, and Operational.

- ✓ **Electronic** refers to countermeasure components that include, cameras, card readers, motion detectors, electronic locks, active shooter, visitor management, mass notification, etc.
- ✓ **Architectural** countermeasures include doors, walls, gates, fencing, standoff distances, bullet resistance, air intake protection, etc.
- ✓ **Operational** components include guards, monitoring posts, policy and procedure.

The survey process occurs to capture existing conditions related to the three countermeasure components and involves the following:

- Attend a kick-off meeting with the Garden Grove City Hall team to review all system design requirements, project schedule, design deliverables, communication process and Garden Grove City protocol.
- The team of Dewberry design specialists will survey the facility(s) and document existing conditions and systems.
- During the facility survey, Dewberry will conduct in-depth interviews with all key facility and administration personnel as directed by Garden Grove to understand existing problems, required additions, and policy and procedure that will affect the projects overall goals.
- Review site access to include fencing, gates, and gate automation. Separation between staff and public.
- Crash resistant gates and fencing.
- Fence adjacencies which might allow climbing.
- Interior physical security assessment for bullet and attack resistance, secure locking controls, define barriers of security between public zone and staff zones.
- Incorporate secure access controlled doorways between different security zones.
- Prepare a comprehensive Physical Security Assessment Report.
- Presentation of our evaluation report and recommended design solution including a systems narrative, and preliminary opinion of probable cost.



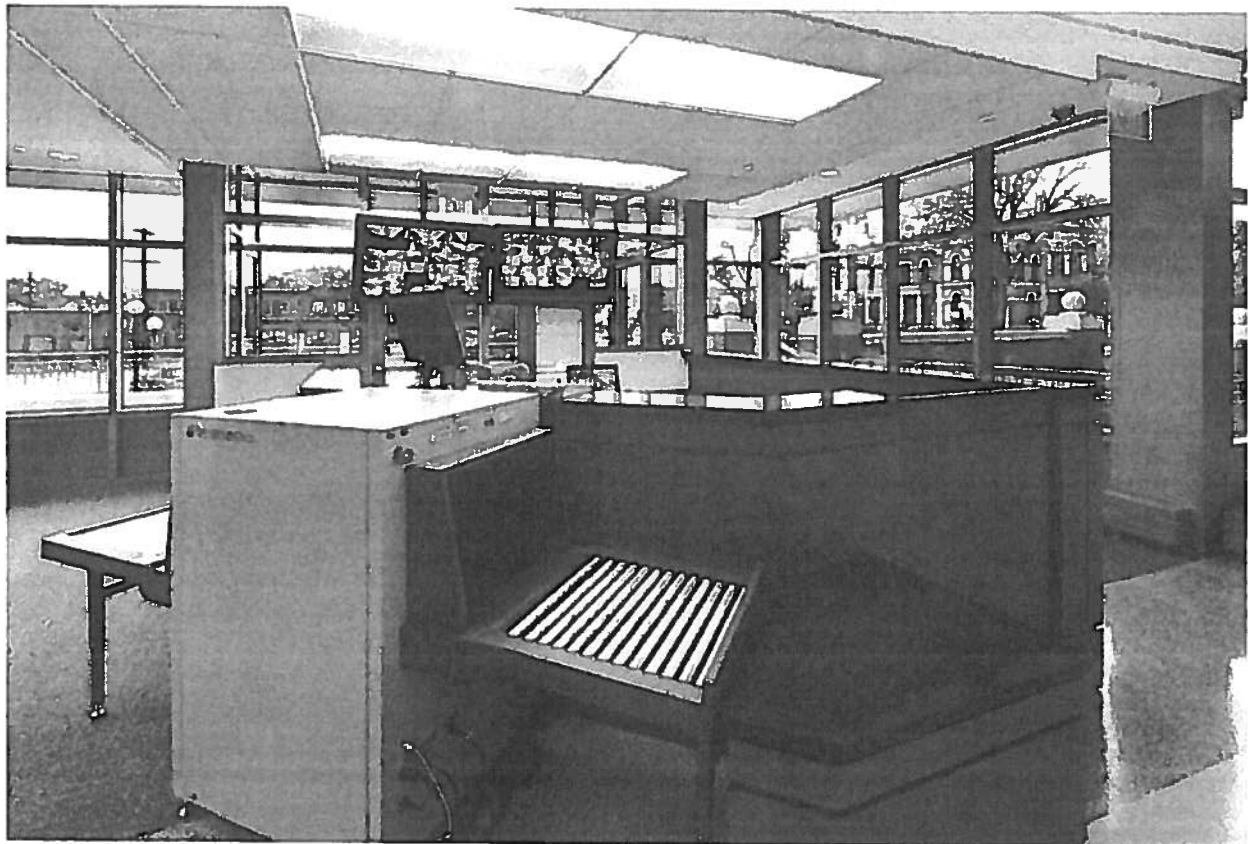
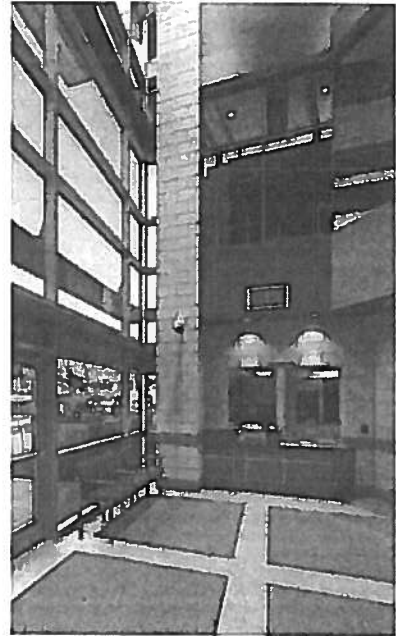
Schematic Design

Dewberry will begin to develop conceptual options as needed to accommodate the prioritized scope from the Physical Security Assessment Report. Options will be presented such that Garden Grove may evaluate operational and functional impacts of various alternatives.

The resulting conceptual design options will be delineated, with a supporting design narrative and a rough order of magnitude cost analysis. The concepts will be presented and discussed to explore:

- Various alternatives and priorities for meeting security upgrade needs
- Identify potential configuration options for parking, storage and overall site circulation
- Provide preliminary project budgets with advantages and disadvantages

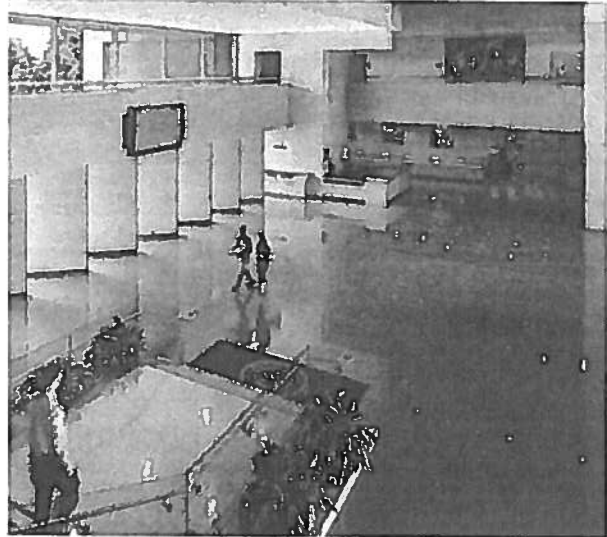
Architectural, Security Electronics specialists and Site/Civil engineering will play a significant role during this process by identifying needs and recommending various options. The resulting schematic design package will assist Garden Grove in making informed decisions, in terms of design impacts and cost, before finalizing direction in Construction Documents.



Construction Documents

The documents are further refined and incorporated into a final set of documents sufficient in detail to bid the project for construction. These documents will be prepared in accordance with 2018 CBC/Cal Green building code requirements, the standards for the design and construction of projects in the State of California. We will continue to hold meetings/reviews to monitor project status, milestones, project schedule and project budget issues, and the quality of the documents at mutually agreed-upon milestones. These meetings/ reviews will ensure:

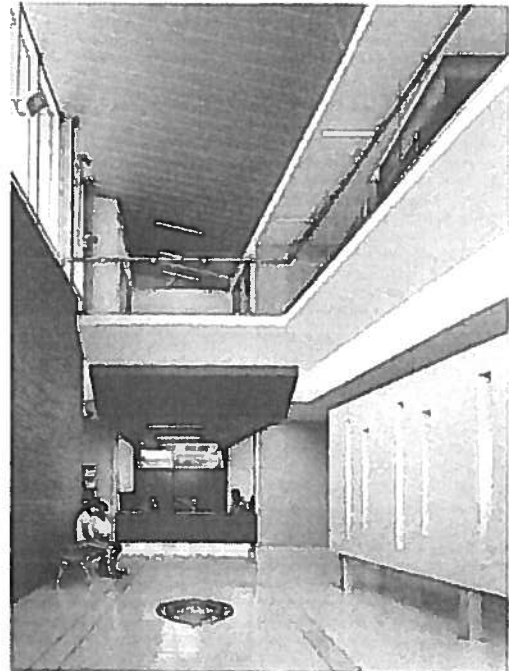
- Proper coordination between the City, Architect and Engineers
- Overall clarity and constructability of documents



Bidding

Successful administration of the bid phase will result in a project that meets the City's goals and is completed on schedule and within budget. We will perform a variety of services in administering the bid phase. Their bid phase services may include:

- Attending pre-bid conference(s) to clarify bidding requirements
- Developing methods for tracking, responding to, and expediting questions received prior to receipt of bids
- Reviewing addenda and advising the County of time, cost or constructability impacts
- Assisting in assembling construction documents, bid documents, general conditions, general requirements, addenda and timely distribution to all prospective bidders
- Reviewing and analyzing bids and making recommendations to the City for contract awards



Construction Administration

- Construction Administration services may include
- Observation/Site visits
- Issuance of monthly payment certificates
- Shop drawing and sample review
- Preparation of Architect Supplemental Instructions as necessary
- Development of lists of deficiencies and corrections (punch lists)
- Analysis of warranties

Timely responsiveness to construction issues, adherence to the contract documents, and cultivating a collaborative working relationship with the contractor are strengths we offer. Throughout construction, Project Manager, Curtis Lockwood, will oversee the construction team. Key personnel identified in this RFQ, representing architectural and engineering disciplines, will participate in some manner in the construction phase.

Preliminary Schedule

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Construction Period
Conceptual Design																	
Kick Off Meeting																	
Send out Questionnaires																	
Tally Responses																	
Employee Interviews																	
Conceptual Meeting																	
Conceptual Options																	
Price Conceptual Options (3)																	
Schematic Design																	
Respond to Budget from Concepts																	
Meet to Review Cost/Concepts																	
Develop 3 Schematic Designs																	
Price Schematic Options (3)																	
Meet to Review Cost/Concepts																	
Finalize Schematic Designs																	
Choose Cost Option																	
Design Development																	
Finalize System Functions																	
Finalize Physical Security Plans																	
Create Civil/Arch/Security Plans																	
Input Design for MEP to Address																	
Coordination of Systems Interface																	
Design Development Sign Off																	
Construction Documents																	
Complete System Manufacturers																	
Complete Arch Elements																	
Complete Structural Elements																	
Complete Systems Elements																	
Agency Approval																	
Submit for Plan Check																	
Address Any/All Comments																	
Ready for Permit																	
Bid Phase																	
Issue Plans & Specifications to Bidders																	
Address all Bid Questions																	
Review Bids																	
Construction																	
Participate in Site Meetings																	
Address RFIs, Review Submittals																	
Validate Completed Systems Operation																	
Close Out Project																	

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 Date: 2/25/2020
from the meeting held on
February 11, 2020. (*Action
Item*)

Attached are the minutes recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	2/20/2020	Minutes	cc-min_02_11_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Special Meeting

Tuesday, February 11, 2020

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

CONVENE STUDY SESSION

At 5:03 p.m., Mayor Jones convened the Study Session in the Butterfield B Room.

ROLL CALL PRESENT: (7) Council Members Brietigam, D. Nguyen, Bui,
Klopfenstein, K. Nguyen, Mayor Pro Tem
O'Neill, Mayor Jones

ABSENT: (0) None

ORAL COMMUNICATIONS FOR THE STUDY SESSION

Speakers: Tom Raber

UPDATE ON THE ORANGE COUNTY FIRE AUTHORITY AND CARE AMBULANCE
DEPLOYMENT AND RESPONSE TIMES

City Manager Stiles provided a brief overview in response to concerns expressed by the City Council related to the deployment and response times for ambulance transport, and stated that Orange County Fire Authority (OCFA) Chief Fennessy and Care Ambulance Director of Operations, Bill Weston, would give data and answer questions.

OCFA Chief Fennessy, and Care Ambulance Director of Operations, Bill Weston each provided PowerPoint presentations that focused on the data collected on the deployment model, and response times for Care Ambulance within each zip code.

Following City Council discussion and a request for clarification on the Garden Grove Fire Department deployment model that was used, Former Garden Grove Fire

Department Acting Fire Chief, T.J. McGovern, spoke on the deployment model that was used by the Garden Grove Fire Department.

Following further City Council discussion, consensus was for the City Manager to provide reports to the City Council on the data collected by Care Ambulance on the calls of service.

COUNCIL MEMBER BUI LEFT THE MEETING AT 6:17 P.M.

ADJOURNMENT OF THE STUDY SESSION

At 6:22 p.m., Mayor Jones adjourned the Study Session.

CONVENE REGULAR MEETING

Mayor Jones convened the Regular Meeting in the Council Chamber with all Council Members present.

INVOCATION

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

Eros Lopez was invited by Mayor Jones to lead the Pledge of Allegiance.

COMMUNITY SPOTLIGHT IN RECOGNITION OF GAMJA TANG HOUSE AND PEKING GOURMET FOR THEIR INCLUSION IN THE LOS ANGELES TIMES AS TWO OF ORANGE COUNTY'S MOST POPULAR TRADITIONAL KOREAN RESTAURANTS IN KOREATOWN

ORAL COMMUNICATIONS

Speakers: Erol Lopez, Nicholas Dibs, Jeff Gallagher, Tom Raber, Craig Durfey, Maureen Blackmun.

CONSIDERATION OF A WRITTEN REQUEST FROM THE TTCS, VAFSC AND LITTLE SAIGON TET PARADE ASSOCIATION TO ORGANIZE A TET PARADE, CONCERT AND FLOAT DISPLAY CELEBRATION IN GARDEN GROVE ON FEBRUARY 13, 2021

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member Bui that:

Staff be directed to draft an agreement to be brought back for City Council consideration.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

RECESS

At 6:59 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:02 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ACCEPTANCE OF PROJECT NOS. 7211 AND 7289 – EUCLID STREET, GARDEN GROVE BOULEVARD, WOODBURY ROAD, AND PALMWOOD DRIVE SIDEWALK IMPROVEMENTS AS COMPLETE

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Project Nos. 7211 and 7289 – Euclid Street, Garden Grove Boulevard, Woodbury Road, and Palmwood Drive Sidewalk Improvement, be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Improvement and Work; and

The Finance Director be authorized to release the retention payment when appropriate to do so.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE NEW PUBLIC WORKS UTILITY BODY TRUCK

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

The Finance Director be authorized to issue a purchase order, in the amount of \$87,465.50, to National Auto Fleet Group for the purchase of one (1) new Public Works utility body truck.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO SOUTHERN COMPUTER WAREHOUSE FOR TWO EXAGRID STORAGE DEVICES, INCLUDING THREE YEARS SUPPORT

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

The Finance Director be authorized to issue a purchase order, in the amount of \$127,513.06, to Southern Computer Warehouse for the purchase of two (2) Exagrid Storage Devices, and to include three years of support.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE THE 2020 GARDEN GROVE ACTIVE DOWNTOWN PLAN

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

The Garden Grove Active Downtown Plan, which includes key project objectives to improve safety, mobility, and connectivity for the Downtown area, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JANUARY 28, 2020 (F: VAULT)

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Minutes from the meeting held on January 28, 2020, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Regular Warrants 658509 through 658656; 658657 through 658845; 658846 through 659054; Wires W2734 through W2738; W2740 through W2743; W658845 through W659054; be received and filed 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 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

WAIVER

It was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Full reading of ordinances listed be waived.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION ESTABLISHING A POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICES IN COMPLIANCE WITH SB 998

Following staff introduction and City Council discussion, it was moved by Council Member O'Neill, seconded by Council Member D. Nguyen that:

Resolution No. 9609-20 entitled: A Resolution of the City Council of the City of Garden Grove establishing a policy on discontinuation of residential water service in compliance with SB 998, be adopted.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

SECOND READING AND ADOPTION OF ORDINANCE NO. 2912

(As approved earlier in the meeting, it was moved by Council Member Brietigam, seconded by Council Member K. Nguyen, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)

Following the reading of the title, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Ordinance No. 2912 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-104-70 (Rev. 2019), amending Planned Unit Development No. PUD-104-70 to facilitate an expansion of the existing industrial building, and to amend the City's official zoning map to change the zoning of the project site to PUD-104-70 (Rev. 2910), with M-P (Industrial Park) base zoning, and to extend and cover the vacated portion of Brady Way, (that southerly portion of Brady Way, which fronts along the westerly property line of the subject property located at 12821 Knott Street), with Planned Unit Development No. PUD-104-70 (Rev. 2019) zoning, with M-P (Industrial Park) base zoning, be adopted.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

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

Council Member K. Nguyen announced that she has asked staff to prepare a proclamation for the Todd Anglin Home for Children, based in Garden Grove, for City Council consideration at the next meeting, as they are having their 15th annual gala at the end of the month.

Council Member Klopfenstein repeated Maureen Blackmun's invitation to the Garden Grove Neighborhood Association Meet on Main, February 27, 2020, commenting that this will be an important meeting to talk about clean-up efforts in the City being addressed by the Police Department Special Resource Team and the Public Works Department. She commented on year-round day biting mosquitos as the new normal, and urged the public to take all necessary precautions.

Council Member Bui thanked the City Council, City staff, residents and surrounding businesses for supporting the Tet Parade, which was a successful event that will be

held again in Garden Grove in 2021. He thanked Jeff Gallagher from The American Legion Post 555 for support of a War Dog Memorial at or near the bike and pedestrian trail in Garden Grove. He stated that he would like to discuss this matter at a future City Council meeting.

Council Member Brietigam expressed support for a War Dog Memorial, and suggested that local non-profits fund the memorial. He recognized Helen Dinh for achieving the Girl Scout Silver Award.

City Manager Stiles noted the upcoming American Red Cross Sound the Alarm – Save a Life Event in Garden Grove in partnership with the Orange County Fire Authority. This will be the first Smoke Alarm Installation event in Garden Grove scheduled for April 25, 2020.

ADJOURNMENT

At 7:15 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, February 25, 2020, 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: Receive and file warrants. Date: 2/25/2020
(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	2/20/2020	Warrants	2-25-20_CC_Warrants_(Payroll_1-30-20).pdf
Warrants	2/20/2020	Warrants	2-25-20_CC_Warrants_(2-5-20).pdf
Warrants	2/20/2020	Warrants	2-25-20_CC_Warrants_(2-12-20).pdf
Warrants	2/20/2020	Warrants	2-25-20_CC_Warrants_(Payroll_2-13-20).pdf

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 01/30/20

183895 JUDITH A MOORE	1,861.59	D360396 JENNIFER GODDARD NYE	2,462.35
183896 DIANE BELAIR	1,796.13	D360397 GABRIELA O'CADIZ-HERNANDEZ	2,834.07
183897 ARMANDO HERRERA JR.	711.41	D360398 NANCY A OCAMPO	424.71
183898 JAKE P TRAN	652.43	D360399 STEPHANIE ORTIZ	311.51
183899 DARIEL TAPIA	496.28	D360400 CHRISTIAN PANGAN	408.63
183900 EDWARD A HUY	2,147.71	D360401 JANET E PELAYO	3,198.28
183901 MICHAEL F ROCHA	1,961.96	D360402 EDOUARD T PHAN	467.78
183902 ARTHUR J FLORES	2,219.78	D360403 ALEXA PRADO	327.51
183903 EDWIN O THURMAN JR	974.15	D360404 SHADY S PUAILLOA	435.69
183904 DEANNA M CHUMACERO	1,194.29	D360405 SUGEIRY REYNOSO	2,219.49
183905 STEVEN E GOMEZ	120.19	D360406 MARINA Y ROMERO	1,836.83
183906 ARNULFO GUZMAN JR	706.97	D360407 MARIA D ROSALES	387.85
183907 HALLIE S HUANG	315.34	D360408 TANYA ROSAS	657.98
183908 LAURA M PACHECO	132.2	D360409 DIANA SALDIVAR	567.57
183910 MYCHAEALLA J SIEVE	132.2	D360410 DANA MARIE SAUCEDO	2,338.45
183911 JACOB THAOSATIEN	24.04	D360411 EMERON J SCHLUMBERGER	950.92
183912 SAMANTHA B VARGAS	333.54	D360412 REBECCA S SMITH	118.41
183913 DANIEL A ZEMBOWER	120.19	D360413 KENNETH P TRAVIS III	591.93
183914 LINDA M MORIN	1,048.06	D360414 CLAUDIA VALDIVIA	2,834.60
183915 RUDY A ROCHA	330.51	D360415 JEFFREY VAN SICKLE	2,125.09
183916 WILLIAM ALLISON	4,564.39	D360416 DAISY O VENCES	264.61
183917 O.C.E.A. GENERAL	2,291.20	D360417 JOSHUA VENCES	349.58
183918 O.C.E.A.	1,113.59	D360418 PAUL E VICTORIA	1,239.88
183919 COMMUNITY HEALTH CHARITIES	45	D360419 JACOB D VIRAMONTES	650.74
183920 GARDEN GROVE POLICE ASSOCIATION PUBLIC AFFAIRS COI	1,610.00	D360420 DAVID M WILMES	205.72
D360103 GEORGE S BRIETIGAM III	312.05	D360421 MORRIS B SPELL	3,892.06
D360104 PHAT T BUI	9.74	D360422 GRANT A NOBLE	1,899.57
D360105 STEVEN R JONES	155.73	D360423 THOMAS R DARE	10,390.85
D360106 STEPHANIE L KLOPFENSTEIN	80.18	D360424 CAROLE A KANEGAE	2,185.58
D360107 DIEDRE THU HA NGUYEN	278.7	D360425 VINCENTE J VAICARO	3,451.85
D360108 KIM B NGUYEN	280.23	D360426 KRISTEN A BACKOURIS	1,614.33
D360109 JOHN R O'NEILL	297.25	D360427 SHARON S BAEK	1,972.96
D360110 PAMELA M HADDAD	1,550.96	D360428 RAY E BEX	4,010.82
D360111 SHAWN S PARK	2,233.02	D360429 GENA M BOWEN	1,584.68
D360112 SCOTT C STILES	6,522.81	D360430 JESENIA CAMPOS	1,881.08
D360113 MARIA A STIPE	6,654.91	D360431 AMIR A EL-FARRA	4,242.10
D360114 MEENA YOO	2,136.21	D360432 HELENA EL SOUSOU	2,261.38
D360115 MARITZA PIZARRO	1,824.08	D360433 PATRICK E GILDEA	3,967.25
D360116 AMANDA M POLLOCK	1,552.86	D360434 AI KELLY HUYNH	1,989.72
D360117 TERESA L POMEROY	3,112.84	D360435 ALLYSON T LE	1,547.37
D360118 LIZABETH C VASQUEZ	1,991.36	D360436 KEIRA LONG	1,816.32
D360119 VERONICA AVILA	1,909.35	D360437 JOHN E REYNOLDS	4,340.35
D360120 JEFFREY P DAVIS	2,050.72	D360438 ASHLEY C ROJAS	1,576.46
D360121 NOELLE N KIM	1,864.93	D360439 REYNA ROSALES	1,792.47
D360122 MISSY M MENDOZA	540.05	D360440 MICHAEL J VISCOMI	5,515.87
D360123 MARIE L MORAN	2,468.07	D360441 GIOVANNI ACOSTA	2,938.54
D360124 ANA E PULIDO	3,919.15	D360442 PEDRO R ARELLANO	3,367.83
D360125 KRISTY H THAI	2,199.42	D360443 TIMOTHY R ASHBAUGH	2,417.11
D360126 SHAUNA J CARRENO	1,924.28	D360444 ALFREDO R AVALOS	4,169.65
		D360445 COLLIN E BAKER	1,782.85

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 01/30/20

D360127	VY D HO	1,507.05	D360446	RENE BARRAZA	6,558.03
D360128	DANNY HUYNH	3,549.11	D360447	BEAU A BERENGER	2,943.61
D360129	VILMA C KLOESS	2,337.88	D360448	RYAN S BERLETH	1,962.63
D360130	IVY LE	1,764.52	D360449	SUMMER A BOGUE	2,446.29
D360131	TAMMY LE	1,380.03	D360450	RENZO CHUMBE	4,354.85
D360132	LINDA MIDDENDORF	2,298.87	D360451	GARY L COULTER	2,802.93
D360133	MARIA A NAVARRO	2,279.97	D360452	CHARLIE DANIELEY III	4,172.70
D360134	PHUONG VIEN T NGUYEN	2,065.99	D360453	ISAAC DAVILA	2,113.96
D360135	QUANG NGUYEN	2,431.81	D360454	BROC D DUDLEY	2,516.37
D360136	TINA T NGUYEN	2,139.92	D360455	STEPHEN C ESTLOW	1,293.76
D360137	THYANA T PHI	2,381.99	D360456	JESUS FAJARDO	2,277.94
D360138	MARIA RAMOS	2,215.95	D360457	HECTOR FERREIRA JR	2,299.00
D360139	TANYA L TO	1,416.26	D360458	KARI A FLOOD	2,738.58
D360140	CUONG K TRAN	2,065.82	D360459	ROBERT D FRESENIUS	2,004.20
D360141	ELAINE TRUONG	1,532.25	D360460	JASON S FULTON	2,120.35
D360142	THANH-NGUYEN VO	1,532.22	D360461	JOSEPH P GROSS JR	4,683.39
D360143	SYLVIA GARCIA	2,237.94	D360462	TRAVIS J HADDEN	2,047.63
D360144	YUAN SONG	4,433.91	D360463	TROY HALLER	4,325.96
D360145	KAREN M HARRIS	2,771.41	D360464	JASON A HOWARD	2,481.18
D360146	CHRISTI C MENDOZA	897.44	D360465	KIRK P HURLEY	1,933.79
D360147	TREVOR G SMOUSE	2,135.47	D360466	NICKOLAS K JENSEN	2,582.22
D360148	JANET J CHUNG	2,473.12	D360467	VICTORIA A JORDAN	2,108.23
D360149	ANN C EIFERT	3,021.46	D360468	TIMOTHY P KOVACS	3,961.57
D360150	MARGARITA A ABOLA	1,761.07	D360469	MICHAEL J LANG	2,401.51
D360151	MARY ANN M ALCANCIA	2,730.68	D360470	MARK A LORD	3,238.63
D360152	MARISA ATIN RAMOS	1,242.41	D360471	JORGE L MAZON	2,290.36
D360153	ROBERT W MAY	1,144.43	D360472	BRYAN J MEERS	2,562.68
D360154	SHAWNA A McDONOUGH	1,455.57	D360473	JEREMY N MORSE	3,028.85
D360155	HEIDY Y MUNOZ	3,040.10	D360474	MITCHEL S MOSSER	2,431.67
D360156	SELAMAWIT NIGATU	1,214.49	D360475	AARON S NELSON	3,141.34
D360157	MY TRA VO	2,026.39	D360476	JASON S PERKINS	3,424.32
D360158	LIGIA ANDREI	1,596.84	D360477	PHILLIP H PHAM	2,449.51
D360159	ARIANA B BAUTISTA	1,563.48	D360478	COREY T POLOPEK	2,448.36
D360160	KAREN J BROWN	994.92	D360479	SINDY RAMIREZ OROZCO	2,585.95
D360161	CORINNE L HOFFMAN	2,239.87	D360480	JOHN E RANEY	3,197.37
D360162	JEFF N KURAMOTO	2,628.39	D360481	THOMAS S REED	2,356.54
D360163	CHELSEA E LUKAS	1,556.70	D360482	DANIELLE E RIEDL	2,329.42
D360164	EDWARD E MARVIN JR	1,616.59	D360483	AARON T SHIPLEY	2,101.02
D360165	ANGELA M MENDEZ	1,592.35	D360484	SHAYLEN L SIMONS	3,320.50
D360166	JENNIFER L PETERSON	1,764.34	D360485	CHARLES W STARNES	3,014.36
D360167	ANH PHAM	1,578.62	D360486	EDGAR VALENCIA	3,257.73
D360168	EVA RAMIREZ	1,865.20	D360487	ROYCE C WIMMER	3,172.54
D360169	ALEXIS B ROMERO	1,847.07	D360488	SARAH A WRIGHT	2,205.54
D360170	HELEN E WHITTAKER DEGEN	727.82	D360489	COLE A YNIGUEZ	1,956.36
D360171	JAIME F CHAVEZ	1,504.57	D360490	MARCOS R ALAMILLO	5,402.02
D360172	GARY F HERNANDEZ	1,592.84	D360491	RICHARD A ALVAREZ-BROWN	2,878.12
D360173	NEAL M MANALANSAN	1,636.40	D360492	BOBBY B ANDERSON	4,357.06
D360174	DANIEL J SANCHEZ	1,577.04	D360493	JOHN F BANKSON	3,192.56
D360175	SANDRA E SEGAWA	3,365.06	D360494	JOSHUA K BEHZAD	6,764.68
D360176	ALANA R CHENG	2,424.07	D360495	EVAN S BERESFORD	2,851.21

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D360177	PAUL GUERRERO	2,694.17	D360496	TROY F BOWMAN	2,051.50
D360178	LISA L KIM	4,709.48	D360497	JEFFREY A BROWN	3,522.04
D360179	JULIE A ASHLEIGH	1,829.76	D360498	JOHN CASACCIA II	3,701.11
D360180	MICHAEL G AUSTIN	2,347.70	D360499	JUAN C CENTENO	3,576.30
D360181	RITA M CRAMER	2,231.44	D360500	DAVID Y H CHANG	2,904.11
D360182	CHRISTOPHER J CRANDALL	2,570.64	D360501	JEROME L CHEATHAM	2,815.51
D360183	BRYSON T DAHLHEIMER	2,025.14	D360502	HAN J CHO	2,913.71
D360184	DAVID A DENT	3,913.48	D360503	BRIAN M CLASBY JR	2,837.79
D360185	TODD C HARTWIG	2,536.69	D360504	JULIO C CORTEZ	2,288.46
D360186	RALPH V HERNANDEZ	2,231.03	D360505	JUAN L DELGADO JR	3,550.85
D360187	AARON J HODSON	2,119.35	D360506	KEVIN DINH	2,953.41
D360188	DONALD E LUCAS	2,777.20	D360507	OTTO J ESCALANTE	5,490.24
D360189	SVETLANA MOURE	2,078.02	D360508	JOSHUA N ESCOBEDO	2,657.62
D360190	PHU T NGUYEN	3,604.08	D360509	MICHELLE N ESTRADA-MONSANTO	2,451.56
D360191	LORENA J QUILLA-SOULES	2,644.24	D360510	GEORGE R FIGUEREDO	1,389.01
D360192	PEDRO ROQUE	2,244.91	D360511	BRIAN C GIRGENTI	3,588.44
D360193	MARCO A VALADEZ	866.24	D360512	SEAN M GLEASON	2,832.60
D360194	CHRISTOPHER CHUNG	2,547.92	D360513	KYLE N HALEY	1,915.14
D360195	PRUIT J KASKLA	1,821.48	D360514	EFRAIN A JIMENEZ JR	2,639.90
D360196	HUONG Q LY	1,852.90	D360515	CODY M JOHNSON	2,111.34
D360197	LEE W MARINO	3,963.08	D360516	ROBERT J KIVLER	1,596.37
D360198	MARIA L MARTINEZ	2,212.87	D360517	ARION J KNIGHT	2,850.98
D360199	MARIA C PARRA	2,913.15	D360518	PETER M KUNKEL	7,432.92
D360200	GREG BLODGETT	2,839.32	D360519	RAPHAEL M LEE	922.54
D360201	MONICA COVARRUBIAS	3,050.97	D360520	ERICK LEYVA	3,653.12
D360202	GRACE E LEE	2,162.50	D360521	RAFAEL LOERA JR	2,487.50
D360203	AMEENAH ABU-HAMDIYYAH	1,784.52	D360522	JESSE A LUCATERO	2,454.99
D360204	ROY N ROBBINS	2,812.14	D360523	ROBERTO MACHUCA	2,106.78
D360205	TIMOTHY E THRONE	1,865.20	D360524	TAYLOR A MACY	2,608.70
D360206	MICHAEL C BOS	2,023.57	D360525	GIANLUCA F MANIACI	3,334.75
D360207	DANIEL J CANDELARIA	4,057.22	D360526	NATHAN D MORTON	2,898.18
D360208	VINCENT L DE LA ROSA	2,284.10	D360527	PATRICK W MURPHY	2,467.65
D360209	KAMYAR DIBAJ	2,717.40	D360528	PATRICK J MUSCHETTO	2,443.80
D360210	ALICIA M HOFER	1,687.76	D360529	JEFFREY C NGUYEN	2,914.84
D360211	NICOLAS C HSIEH	2,969.78	D360530	JOSHUA T OLIVO	3,583.35
D360212	ROSEMARIE JACOT	2,000.68	D360531	STEVEN TRUJILLO ORTIZ	2,129.69
D360213	SHAN L LEWIS	2,190.72	D360532	OMAR F PEREZ	1,737.50
D360214	NAVIN B MARU	3,388.30	D360533	LUIS A QUIROZ	1,915.14
D360215	JUAN C NAVARRO	2,246.10	D360534	DANIEL RODRIGUEZ	2,386.34
D360216	MICHAEL F SANTOS	2,872.83	D360535	ERIC T RUZIECKI	3,400.18
D360217	MARK P UPHUS	3,514.09	D360536	SEAN M SALAZAR	8,616.58
D360218	JOSE A VASQUEZ	2,642.49	D360537	ROBERT M STEPHENSON III	3,670.08
D360219	ANA G VERGARA NEAL	2,482.29	D360538	JOHN J YERGLER	4,399.67
D360220	DAI C VU	3,871.15	D360539	PAUL W ASHBY	3,225.31
D360221	KHANG L VU	3,090.71	D360540	RYAN V BUSTILLOS	3,432.76
D360222	CHRISTOPHER L ALLEN	1,787.23	D360541	THOMAS A CAPPS	2,170.04
D360223	JOSHUA J ARIONUS	2,210.98	D360542	MICHAEL K ELHAM	2,562.16
D360224	ALEJANDRO BANUELOS	1,488.92	D360543	AUSTIN C LAVERTY	2,410.06
D360225	JAN BERGER	2,065.26	D360544	DANNY J MIHALIK	2,662.59
D360226	ROBERT P BERMUDEZ	608.83	D360545	JASON M MURO	3,340.43

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D360227	TIM P CANNON	2,770.90	D360546	RON A REYES	2,884.32
D360228	CARINA M DAN	1,947.64	D360547	ROCKY F RUBALCABA	3,546.45
D360229	RYAN H DAVIS	1,573.57	D360548	LINO G SANTANA	5,181.42
D360230	KATHLEEN N DELFIN	971.59	D360549	CHRISTOPHER M EARLE	2,876.05
D360231	RONALD W DIEMERT	1,937.07	D360550	BENJAMIN M ELIZONDO	2,725.83
D360232	CHRIS N ESCOBAR	2,259.62	D360551	KRISTOFER D KELLEY	2,818.43
D360233	JEREMY J GLENN	1,315.44	D360552	NICHOLAS A LAZENBY	2,942.20
D360234	ALEJANDRO GONZALEZ	2,518.75	D360553	CHARLES H LOFFLER	3,996.02
D360235	MICHAEL J GRAY	1,602.39	D360554	BRADLEY A LOWEN	2,396.87
D360236	LARRY GRIFFIN	2,150.56	D360555	LUIS F RAMIREZ	3,124.17
D360237	ROBERT A HAENDIGES	2,807.88	D360556	RYAN R RICHMOND	1,749.34
D360238	RYAN S HART	1,856.41	D360557	GAREY D STAAL	3,222.19
D360239	VIDAL JIMENEZ	2,254.61	D360558	AARON J COOPMAN	3,510.57
D360240	LIYAN JIN	513.85	D360559	MICHAEL E GERDIN	2,355.47
D360241	SAMUEL K KIM	3,828.54	D360560	DONALD J HUTCHINS	3,234.30
D360242	AMANDA LE LAI	457.94	D360561	JASON L JOHNSON	2,868.10
D360243	REBECCA PIK KWAN LI	3,572.47	D360562	RYAN M LUX	2,380.07
D360244	DAVID MA'AE	2,026.07	D360563	RAUL MURILLO JR	5,642.40
D360245	TYLER MEISLAHN	1,885.53	D360564	COURTNEY P ALLISON	2,614.44
D360246	JESSE K MONTGOMERY	2,042.43	D360565	LISA A BELTHIUS	441.13
D360247	JUSTIN M MORRIS	1,225.80	D360566	RANDY G CHUNG	38.08
D360248	STEVEN J MOYA JR	2,080.95	D360567	ADAM B COUGHRAN	143.26
D360249	BASIL G MURAD	2,389.25	D360568	CHRISTOPHER C DOVEAS	250.08
D360250	KIRK L NATLAND	1,144.10	D360569	DANIEL S EDWARDS	147.75
D360251	DUC TRUNG NGUYEN	1,950.58	D360570	EDWARD K KIM	3,785.81
D360252	CORNELIU NICOLAE	2,932.60	D360571	EDUARDO C LEIVA	4,751.54
D360253	ANDREW I ORNELAS	1,932.20	D360572	JOHN O OJEISEKHOB	348.26
D360254	DAVID A ORTEGA	3,303.61	D360573	CARL J WHITNEY	4,742.79
D360255	CELESTINO J PASILLAS	2,656.26	D360574	ANDREW N BUI	386.64
D360256	WILLIAM F PEARSON	2,811.56	D360575	TANNER C DE PADUA	410.34
D360257	JESSICA J POLIDORI	3,026.70	D360576	JOSEPH A GARCIA	376.6
D360258	CHRISTOPHER B PRUDHOMME	1,267.42	D360577	SERGIO J JIMENEZ TAVAREZ	515.86
D360259	ESTEBAN H RODRIGUEZ	1,378.80	D360578	KENTON TRAN	468.11
D360260	LES A RUITENSCHILD	3,347.56	D360579	CALEB I VAUGHN	403.67
D360261	JONATHAN RUIZ	2,030.23	D360580	TYLER D VU	418.25
D360262	ALEXIS SANTOS	1,188.28	D360581	FRANCISCO AVALOS JR	1,776.29
D360263	ADRIAN M SARMIENTO	2,421.54	D360582	KAREN D BRAME	1,256.55
D360264	ALBERT TALAMANTES JR	1,848.48	D360583	KENNETH L CHISM	1,910.33
D360265	MINH K TRAN	2,209.68	D360584	DARRYL B CORTEZ JR.	1,736.13
D360266	ALEJANDRO VALENZUELA JR	1,188.16	D360585	PAUL E DANIELSON	1,071.03
D360267	ALEJANDRO N VALENZUELA	3,853.78	D360586	TAYLOR M DUARTE	1,728.66
D360268	RONALD J WOLLAND	1,242.51	D360587	ANDREW N EARP	1,732.05
D360269	VICTOR K YERGENSEN	1,854.79	D360588	KORY C FERRIN	3,759.26
D360270	ALICE K FREGOSO	1,824.31	D360589	JAMES D FISCHER	1,157.35
D360271	ALICIA R GARCIA	683.01	D360590	VICTORIA M FOSTER	1,320.36
D360272	RAQUEL K MANSON	2,566.18	D360591	GONZALO GONZALEZ JR	1,877.58
D360273	WILLIAM E MURRAY JR	6,128.43	D360592	THI A HUYNH	2,722.77
D360274	EMILY H TRIMBLE	1,923.89	D360593	CHAD B KIM	1,841.62
D360275	ALFRED J AGUIRRE	2,752.95	D360594	KENNETH E MERRILL	361.58
D360276	EDWARD D AMBRIZ GARCIA	601.53	D360595	MICHAEL A MOSER	1,648.30

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D360277	RODOLPHO M BECERRA	2,452.72	D360596	EMMANUEL PEREZ	1,395.69
D360278	RAYMOND A BUCHLER	1,380.12	D360597	DOUGLAS A PLUARD	3,718.74
D360279	EDGAR A CANO	1,877.06	D360598	JOSEPH A T PURSLEY	1,938.07
D360280	ALBERT J CARRISOZA	1,692.28	D360599	ALFREDO SALGADO JR.	1,728.66
D360281	GABRIELA R CONTRERAS	2,459.78	D360600	LEVI JOENIEL SILVA	1,822.49
D360282	JULIE T COTTON	1,593.64	D360601	SAMUEL K TOMA	1,734.20
D360283	DANIEL A DEL ROSARIO	457.84	D360602	TUONG-VAN NGUYEN VU	1,818.55
D360284	DOROTHY L DUATA	597.21	D360603	RICHARD O BURILLO	4,351.31
D360285	ERIC M ESPINOZA	1,803.52	D360604	FLOR DE LIS ELIZONDO	1,350.21
D360286	ALBERT R EURS II	2,356.35	D360605	PATRICIA C FLINN	2,492.19
D360287	ROBERT J FRANCO	721.06	D360606	RAQUEL D MATA	1,030.05
D360288	MAURICIO S GARCIA	2,397.78	D360607	REBECCA S MEEKS	3,578.20
D360289	CASEY G GIROUARD	2,148.63	D360608	JONATHAN B WAINWRIGHT	3,930.58
D360290	HERMILO HERNANDEZ	1,552.52	D360609	DAVID C YOUNG	4,573.42
D360291	DARNELL D JERRY	605.54	D360610	MARIA A ALCARAZ	1,868.40
D360292	BRENT KAYLOR	3,504.87	D360611	MARIA S ATWOOD	1,675.73
D360293	MARK W LADNEY	2,635.71	D360612	BRITTANEE N BRANTNER	1,617.84
D360294	RAUL LEYVA	2,046.67	D360613	CARISSA L BRUNICK	1,439.13
D360295	ANTONIO R MARTIN	2,068.53	D360614	TAMMY L CHAURAN-HAIGROVE	1,676.67
D360296	DIEGO A MEJIA	1,752.37	D360615	RUSSELL B DRISCOLL	1,692.77
D360297	RIGOBERTO MENDEZ	2,077.86	D360616	VERONICA FRUTOS	958.47
D360298	STEVEN T ORTIZ	3,316.63	D360617	DAVID L GEORGE	2,087.23
D360299	PHILLIP Q PHAM	647.4	D360618	PINKY C HINGCO	2,375.53
D360300	RICHARD L PINKSTON	2,282.13	D360619	DANNY G JUAREZ	1,723.09
D360301	JOSE J ROMAN	679.81	D360620	SHELBY KEULIAN	1,715.12
D360302	ALEXIS P TARIN	2,680.62	D360621	ANGELA LEDESMA	1,858.68
D360303	STEVE J TAUANU'U	3,450.02	D360622	LINDALINH THU LY	1,285.43
D360304	IOAN ANDREI	960.1	D360623	MARIA C MCFARLANE	1,969.88
D360305	SYLVESTER A BABINSKI IV	1,587.45	D360624	DAWN M MONTOYA	1,863.47
D360306	DONEISHA L BELL	682.54	D360625	TRINA T NGUYEN	1,625.38
D360307	JEFFREY G CANTRELL	1,981.42	D360626	JENNIFER V ROMBOUGH	2,861.06
D360308	JULIA ESPINOZA	1,200.54	D360627	KIMBRA S VELLANOWETH	2,202.33
D360309	CECELIA A FERNANDEZ	1,170.51	D360628	CHRYSTAL L WEYKER	1,592.38
D360310	CONRAD A FERNANDEZ	986.11	D360629	DUO XU	799.62
D360311	DIANA GOMEZ	921.75	D360630	SHANNON M YELENSKY	1,719.14
D360312	JORGE GONZALEZ	1,196.86	D360631	JENNIFER A DIX	3,100.21
D360313	MICHAEL R GREENE	2,188.14	D360632	KATHERINE M FRANCISCO	1,373.91
D360314	GLORIA A HARO	1,138.04	D360633	AMANDA B GARNER	2,164.60
D360315	ERIC W JOHNSON	1,124.23	D360634	ARCHIE GUZMAN	2,147.98
D360316	LEONEL A LAMAS	940.3	D360635	LAUREN M LADD	2,179.64
D360317	KHUONG NGUYEN	1,183.04	D360636	ROBERT D LUX	2,596.27
D360318	DELFRADO C REYES	1,183.04	D360637	MELISSA MENDOZA-CAMPOS	1,921.20
D360319	RAFAEL ROBLES	1,320.64	D360638	BRANDY J PARK	2,476.09
D360320	ADRIANNA M RODRIGUEZ	986.34	D360639	CRISTINA V PAYAN	1,738.27
D360321	RODERICK THURMAN	1,621.18	D360640	JENNIFER M RODRIGUEZ	2,258.74
D360322	EVARISTO VERA	1,625.10	D360641	TANYA L SAMOFF	2,312.80
D360323	RICHARD L WILLIAMS	1,945.45	D360642	SUSAN A I SEYMOUR	2,288.88
D360324	ANSELMO AGUIRRE	1,860.13	D360643	NICOLE D SHORROW	3,310.73
D360325	DOMINIC CAMERA	687.56	D360644	DANNY J SOSEBEE	32.89
D360326	PHILLIP J CARTER	2,390.87	D360645	MARSHA D SPELLMAN	2,173.44

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D360327	RICK L DUVAL	2,506.80	D360646	SPENCER T TRAN	2,196.03
D360328	AARON R HANSEN	1,429.40	D360647	SANTA WARDLE	1,005.63
D360329	HUY HOA HUYNH	796.89	D360648	CHERYL L WHITNEY	2,173.38
D360330	MATTHEW D ILFELD	1,157.62	D360649	CLAUDIA ALARCON	2,967.18
D360331	BRYAN D KWIATKOWSKI	1,544.62	D360650	DANIEL A CAMARA	2,450.27
D360332	ALFREDO MARTINEZ	1,733.84	D360651	BRIAN D DALTON	10,448.00
D360333	DANIEL C MOSS	1,418.46	D360652	NICHOLAS A DE ALMEIDA LOPES	2,558.10
D360334	ROLANDO QUIROZ	1,568.15	D360653	RICHARD E DESBIENS	2,056.07
D360335	TODD R REED	1,724.35	D360654	JAMES D FRANKS	2,456.44
D360336	RICARDO SALDIVAR	629.23	D360655	PETE GARCIA	2,283.26
D360337	WILLIAM A SOTO	433.72	D360656	ROBERT J GIFFORD	3,867.49
D360338	LUIS A TAPIA	2,134.91	D360657	STEVEN H HEINE	1,429.07
D360339	MICHAEL W THOMPSON	2,777.43	D360658	JOSE D HERRERA	3,156.79
D360340	JOSEPH E TRUJILLO	673.1	D360659	WILLIAM T HOLLOWAY	3,303.36
D360341	WILLIAM J WHITE	1,986.16	D360660	MICHAEL J JENSEN	5,032.70
D360342	JESSE GUZMAN	4,177.51	D360661	GERALD F JORDAN	2,621.80
D360343	MARK M KHALIL	2,103.63	D360662	PATRICK R JULIENNE	2,573.32
D360344	BRETT A MEISLAHN	2,544.92	D360663	JOSEPH L KOLANO	2,341.87
D360345	DOUGLAS A MOORE	1,982.16	D360664	LEA K KOVACS	2,537.92
D360346	ANDREW J MORELAND	566.58	D360665	DEREK M LINK	3,368.55
D360347	AUSTIN H POWELL	1,853.36	D360666	DAVID LOPEZ	2,449.45
D360348	MELVIN P REED	1,516.76	D360667	STEVEN W LUKAS	1,500.57
D360349	STEPHEN D SUDDUTH	1,332.39	D360668	MATTHEW P MARCHAND	2,844.11
D360350	TIMOTHY WALLINGFORD	2,051.43	D360669	MARIO MARTINEZ JR	4,017.78
D360351	SOUHELIA K GOUNTOUNA	1,993.67	D360670	ADAM C NIKOLIC	4,013.33
D360352	ALBERT J HOLMON III	3,223.77	D360671	LUIS A PAYAN	7,590.55
D360353	VICTOR T BLAS	5,143.24	D360672	TERRA M RAMIREZ	2,071.01
D360354	FRANK X DE LA ROSA	2,570.76	D360673	CHRISTIN E ROGERS	2,834.66
D360355	JOSE GOMEZ	1,879.17	D360674	CHRISTOPHER M SHELREN	2,410.43
D360356	MICHAEL V GUERRERO	1,462.62	D360675	BRIAN T STROUD	5,626.15
D360357	BRENT W HAYES	2,886.86	D360676	PAUL M TESSIER	2,737.05
D360358	FRANK D HOWENSTEIN	2,832.81	D360677	DENNIS WARDLE	3,097.24
D360359	ALLEN G KIRZHNER	2,135.36	D360678	ADAM D ZMIJA	4,084.67
D360360	BRANDON S NUNES	1,429.58	D360679	RONALD A DOSCHER	842.45
D360361	STEPHEN PORRAS	2,840.12	D360680	ERIC A QUINTERO	614.46
D360362	JESSE VIRAMONTES	1,760.12	D360681	JANNA K BRADLEY	2,304.10
D360363	JOHN ZAVALA	2,454.86	D360682	MARY C CERDA	1,972.41
D360364	STEPHANIE AMBRIZ	437.85	D360683	BRANDI M HART	556.39
D360365	JOSELYN D AVALOS	296.44	D360684	LIANE Y KWAN	3,207.66
D360366	REBECCA J BAILOR	403.67	D360685	JANY H LEE	3,543.02
D360367	JOSUE BARREIRO MENDOZA	1,307.53	D360686	ZENIA M LOPEZ	1,880.77
D360368	DYLAN J BOGGAN	96.15	D360687	SHERILL A MEAD	2,227.56
D360369	RACHEL M CAMARENA	1,840.46	D360688	STEPHANIE E RICHARDS	1,851.14
D360370	RENE CAMARENA	1,791.21	D360689	CAITLYN M STEPHENSON	1,792.87
D360371	VICTORIA M CASILLAS	1,777.86	D360690	LAURA J STOVER	5,338.69
D360372	RACHAEL M CHOATE	514.23	D360691	ANNA L GOLD	1,707.67
D360373	AMANDA D CROSS	1,640.16	D360692	KATRENA J SCHULZE	493.04
D360374	GISELL L CRUZ	680.88	D360693	MATTHEW T SWANSON	1,710.04
D360375	KENNETH E CUMMINGS	945.79	D360694	ANTHONY VALENZUELA	1,413.63
D360376	MARLY DELGADO CHAVEZ	427.71	D360695	CANDY G WILDER	1,840.33

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 01/30/20

D360377	GABRIELA DIAZ	584.78	D360696	STEVEN F ANDREWS	2,256.97
D360378	GRISSELL V EVERASTICO	146.27	D360697	TERENCE S CHANG	2,320.06
D360379	MARK C FREEMAN	2,809.04	D360698	VERNA L ESPINOZA	1,864.80
D360380	JARED D GARCIA	467.78	D360699	CESAR GALLO	2,552.46
D360381	VANESSA L GARCIA	144.22	D360700	ERNIE E HINGCO	1,664.77
D360382	JACOB R GRANT	2,261.22	D360701	GEOFFREY A KLOESS	3,220.92
D360383	KIMBERLY K HOLER	309.38	D360702	RACHOT MORAGRAAN	3,751.21
D360384	LAUREN E HULL	452.58	D360703	NOEL J PROFFITT	3,128.34
D360385	KALYSTA N LOPEZ	132.2	D360704	ANAND V RAO	5,155.80
D360386	ELAINE M MA'AE	2,386.62	D360705	JOSEPH M SCHWARTZ	2,756.12
D360387	JOHANA L MALDONADO	360.6	D360706	ROD T VICTORIA	2,144.34
D360388	LORENA OCHOA MCINTYRE	3,781.75	D360707	TERREL KEITH WINSTON	3,463.42
D360389	JESUS MEDINA	4,296.68	D360708	POLICE ASSN	16,005.35
D360390	JUAN MEDINA	2,036.45	D360709	SOCAL CU	45,380.00
D360391	JOHN A MONTANCHEZ	4,464.57	D360710	SOUTHLAND CU	4,251.94
D360392	KIRSTEN K NAKAISHI	646.77	W2666	GREAT WEST LIFE 457 #340202-01	94,960.13
D360393	GINA D NECCO	611.11	W2667	GREAT WEST LIFE OBRA#340202-02	2,405.47
D360394	JACOB J NEELY	465.5	W2668	INTERNAL REVENUE SERVICE	265,774.96
D360395	NOEL N NICHOLAS	1,012.19	W2669	EMPLOYMENT DEVELOPMENT DEPT	76,499.47

TOTAL CHECK PAYMENTS	26	27,144.54
TOTAL DIRECT DEPOSITS	608	1,422,174.29
WIRES	4	439,640.03
GRAND TOTAL PAYMENTS	638	1,888,958.86

Checks # 183895 thru #183920, and Direct Deposits # D360103 thru #D360710, and wire #W2666 thru #W2669 presented in the Payroll Register submitted to the Garden Grove City Council 11 FEB 2020, have been audited for accuracy and funds are available for payment thereof.


PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659055	TAT, QUYEN	FEE REFUND	2,000.00 *
659056	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	749.09 *
659057	UNION BANK	TUITION/TRAINING	700.00 *
659058	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	199.46 *
659059	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
659060	SO CALIF EDISON CO	ELECTRICITY	10,669.31 *
659061	SO CALIF GAS CO	NATURAL GAS	3,214.11 *
659062	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	11,574.78 *
659063	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	2,929.32 *
659064	OCN, IND, WHJ	ADVERTISING	563.40 *
659065	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	1,540.00 *
659066	PEST OPTIONS, INC.	OTHER PROF SERV	917.25 *
659067	PHAN, DIEM P	INSTRUCTOR SERVICES	313.96 *
659068	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	1,435.00 *
659069	ROSEBURROUGH TOOL, INC.	MOTOR VEH PARTS	118.64 *
659070	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	1,000.29 *
659071	PERFORMANCE NURSERY CORP.	TREES	424.12 *
659072	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	3,806.91 *
659073	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	3,682.24 *
659074	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	315.00 *

PAGE TOTAL FOR "*" LINES = 46,204.38

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659075	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	891.20 *
659076	ADAMSON POLICE PRODUCTS	REPAIRS-FURN/MACH/EQ	0.00 *
659077	ALLIED NETWORK SOLUTIONS, INC.	OTHER PROF SERV	2,030.00 *
659078	AMAZON WEB SERVICES INC	NETWORKING SERVICES	48.00 *
659079	ASH-BURKE, ALLISON	VIDEO PRODUCTION EXP	600.00 *
659080	*BANUELOS, ALEJANDRO	DEP CARE REIMB	192.30 *
659081	BAY ALARM COMPANY	MAINT OF REAL PROP	218.24 *
659082	*BRADLEY, JANNA	MED TRUST REIMB	177.21
		DEP CARE REIMB	445.00
			622.21 *
659083	BRISENO, BRIAN	OTHER PROF SERV	300.00 *
659084	CDW-GOVERNMENT INC	SOFTWARE	264.77 *
659085	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,216.25 *
659086	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	1,792.20 *
659087	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	618.25 *
659088	*CASILLAS, VICTORIA	FACT:PROGRAM EXP	58.00 *
659089	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	21.33
		OTHER REC/CULT SUPP	47.99
			69.32 *
659090	C.G. LANDSCAPE, INC.	19490	950.00 *
659091	*CRAMER, RITA	MED TRUST REIMB	449.00 *
659092	DANIELS TIRE SERVICE	WHSE INVENTORY	1,977.12 *
659093	*DAVIS, RYAN	SAFETY EQ/SUPPLIES	239.19 *
659094	*DELGADO, JUAN	TRAVEL ADVANCE	302.38 *

PAGE TOTAL FOR "*" LINES = 14,838.43

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659095	DEWBERRY ARCHITECTS INC.	OTHER PROF SERV	47,714.30 *
659096	FIVESTAR RUBBER STAMP ETC., INC	OFFICE SUPPLIES/EXP	28.38 *
659097	FRYE SIGN CO	MOTOR VEH PARTS	734.00 *
659098	GARDEN GROVE CHAMBER OF COMMERCE	OTHER PROF SERV	2,500.00 *
659099	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	67,235.47 9,823.33 77,058.80 *
659100	GRAFFITI PROTECTIVE COATINGS, INC.	MAINT-SERV CONTRACTS	28,586.66 *
659101	HARRINGTON INDUSTRIAL PLASTICS LLC	PIPES/APPURTENANCES	98.92 *
659102	*LEDESMA, ANGELA	DEP CARE REIMB MILEAGE REIMB	96.15 57.07 153.22 *
659103	*HERRERA, JOSE D	TRAVEL ADVANCE	47.97 *
659104	INTERWEST CONSULTING GROUP ATTN: ACCOUNTING	OTHER PROF SERV	95.00 *
659105	DANGELO CO	WHSE INVENTORY	19,071.27 *
659106	KELLY PAPER	WHSE INVENTORY	1,048.08 *
659107	*KIM, CHAD	TRAVEL ADVANCE	440.88 *
659108	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	OTHER MAINT ITEMS	591.07 *
659109	*LEE, GRACE	MED TRUST REIMB DEP CARE REIMB	10.93 192.30 203.23 *
659110	*LEE, JANY H	LODGING	527.84 *
659111	*LEYVA, ERICK	TRAVEL ADVANCE	302.38 *
659112	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	26,348.00 *
659113	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	60.00 *

PAGE TOTAL FOR "*" LINES = 205,610.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659114	*MOSER, MICHAEL	TRAVEL ADVANCE	240.00 *
659115	*PEREZ, EMMANUEL	TRAVEL ADVANCE	240.00 *
659116	PETTY CASH-SPEC INVESTIGATIONS	OTHER	8,740.00 *
659117	*SAUCEDO, DANA	MED TRUST REIMB	103.65 *
659118	*MORRIS, JUSTIN M	SAFETY EQ/SUPPLIES	239.24 *
659119	STRADLING, YOECCA, CARLSON & RAUTH	LEGAL FEES	176,080.54 *
659120	TOYOTA OF GARDEN GROVE DBA TOYOTA PLACE	TAX REBATE	17,000.00 *
659121	VASILJ INC. DBA IVANKO	CAPITAL OUTLAY STREET CONSTR CONT	258,245.00 183,217.15 441,462.15 *
659122	VOLKSWAGEN OF GARDEN GROVE	TAX REBATE	500.00 *
659123	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,971.87 *
659124	GRAINGER	WHSE INVENTORY	2,640.98 *
659125	WAXIE SANITARY SUPPLY	WHSE INVENTORY	5,448.87 *
659126	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	4,293.00 *
659127	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY PIPES/APPURTENANCES	2,818.80 271.57 3,090.37 *
659128	WEST YOST ASSOCIATES	OTHER PROF SERV	52,581.03 *
659129	WILLIAMS & MAHER INC	REPAIRS-FURN/MACH/EQ OTHER MAINT ITEMS	8,167.63 478.61 8,646.24 *
659130	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	6,433.30 *
659131	WEX BANK DBA WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	1,829.10 *
659132	2-1-1 ORANGE COUNTY	OTHER PROF SERV	1,333.00 *

PAGE TOTAL FOR "*" LINES = 733,873.34

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659133	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	7,736.00 *
659134	AMERICAN ASSOCIATION OF CODE ENFORCEMENT	DUES/MEMBERSHIPS	75.00 *
659135	BRODY CHEMICAL	WHSE INVENTORY	249.63 *
659136	BERQUIST-TURORI, MELODIE	VIDEO PRODUCTION EXP	225.00 *
659137	OCGIA	DUES/MEMBERSHIPS	225.00 *
659138	DINH NGO	DEPOSIT REFUNDS	50.00 *
659139	LEAGUE OF CALIFORNIA CITIES	DUES/MEMBERSHIPS	35,444.00 *
659140	TRAFFIC MANAGEMENT PRODUCTS INC.	SIGNS/FLAGS/BANNERS	1,617.56 *
659141	*LUX, RYAN	TRAVEL ADVANCE	47.97 *
659142	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	6,643.86 *
659143	OCLEEA	DUES/MEMBERSHIPS	690.00 *
659144	GARDEN GROVE AUTOMOTIVE GARDEN GROVE KIA	TAX REBATE	1,000.00 *
659145	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,596.45 *
659146	JOHNSON GEAR	OTHER MAINT ITEMS	566.66 *
659147	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	130.00 *
659148	PACIFIC COAST BOLT CORP	WHSE INVENTORY	1,604.08 *
659149	LT PROPERTIES	LAND/BLDG/ROOM RENT	16,947.15 *
659150	SUNNY SLOPE TREE FARM, INC.	TREES	129.30 *
659151	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADEMY	INSTRUCTOR SERVICES	442.89 *
659152	LABSOURCE, INC.	WHSE INVENTORY	3,393.00 *
659153	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS (CACEO)	DUES/MEMBERSHIPS	95.00 *
659154	GENERAL DYNAMICS OTS - SIMUNITION OPERATIONS	TUITION/TRAINING	2,180.00 *

PAGE TOTAL FOR "*" LINES = 81,088.55

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659155	SIGNARAMA	SIGNS/FLAGS/BANNERS	41.15 *
659156	TAL SHAMIR	ADMIN REFUSE SERV	1,000.00 *
659157	KUNKEL, PETER	MED TRUST REIMB	590.65 *
659158	CPSI	PROPERTY ACQ SERV	236.25 *
659159	DAVID EVANS & ASSOCIATES, INC.	OTHER PROF SERV	9,102.50 *
659160	SUPPLY SOLUTIONS	JANITORIAL SUPPLIES	125.79 *
659161	*SUDDUTH, STEVE	MED TRUST REIMB	2,535.00 *
659162	VERONICA MADRILES	VIDEO PRODUCTION EXP	375.00 *
659163	YO-FIRE SUPPLIES	WHSE INVENTORY	5,742.00
		OTHER MAINT ITEMS	2,889.89
			8,631.89 *
659164	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	44.87 *
659165	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
659166	PACIFIC ATHLETIC WEAR, INC.	OTHER CLOTHING ITEMS	1,658.44 *
659167	SOUTHERN COMPUTER WAREHOUSE	MAINT-SERV CONTRACTS	208.86
		OFFICE SUPPLIES/EXP	1,592.92
		MINOR FURN/EQUIP	1,490.08
			3,291.86 *
659168	ZERO WASTE USA	OTHER MAINT ITEMS	718.52 *
659169	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	1,012.50 *
659170	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ	190.00 *
659171	CPRS DISTRICT 10	TUITION/TRAINING	120.00 *
659172	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	67.50 *
659173	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	OTHER MAINT ITEMS	1,608.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	21,735.00 *
659175	FBINAA , CALIFORNIA CHAPTER	TUITION/TRAINING	495.00 *
659176	CITY OF TUSTIN HUMAN RESOURCES	DUES/MEMBERSHIPS	250.00 *
659177	TRIMBLE, EMILY	MED TRUST REIMB	125.00 *
659178	ANGELS BASEBALL	LAUNDRY SERVICES	965.00 *
659179	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	PERMITS/OTHER FEES	1,151.00 *
659180	VANDERMOLEN, JACK	WATER CLOSING BILL REFUND	118.02 *
659181	TRAN, ERIC	WATER CLOSING BILL REFUND	31.34 *
659182	LE, DANNY	WATER CLOSING BILL REFUND	13.23 *
659183	TRAN, KEVIN B. & NGUYEN, CHRISTINE	WATER CLOSING BILL REFUND	67.84 *
659184	VU, TRINA K	WATER CLOSING BILL REFUND	32.36 *
659185	HUYNH, VIVIEN	WATER CLOSING BILL REFUND	135.00 *
659186	TU, AMANDA	WATER CLOSING BILL REFUND	32.68 *
659187	GLOBAL WINS INVESTMENT LLC	WATER CLOSING BILL REFUND	50.29 *
659188	HA, AN & DAM, VY	WATER CLOSING BILL REFUND	2.60 *
659189	AGUILA, ROLANDO	WATER CLOSING BILL REFUND	57.87 *
659190	NAKAMURA, ROY	WATER CLOSING BILL REFUND	22.77 *
659191	B8 DOMINGUEZ OWNER, LLC	WATER CLOSING BILL REFUND	975.28 *
659192	B8 DOMINGUEZ OWNER, LLC	WATER CLOSING BILL REFUND	272.78 *
659193	HUYNH, ALIEEN	WATER CLOSING BILL REFUND	72.18 *
659194	HUA, VU	WATER CLOSING BILL REFUND	39.10 *
659195	NGUYEN, TRAN	WATER CLOSING BILL REFUND	60.76 *

PAGE TOTAL FOR "*" LINES = 26,705.10

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/05/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659196	PITTSER, GEOFFREY	WATER CLOSING BILL REFUND	5.01 *
659197	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	167.57 *
659198	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	155.81 *
659199	MONARK, LP C/O SWAMI INTERNATIONAL	RENT SUBSIDY	1,299.00 *
659200	VO, TIN TRUNG	WAGE ATTACHMENT RENT SUBSIDY	-275.00 1,100.00 825.00 *
659201	SCHWERMAN, CELESTE	WAGE ATTACHMENT RENT SUBSIDY	-343.25 1,373.00 1,029.75 *
W2744	AGENCY WIRE		
W2745	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	1,955.52 *
W2746	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	6,950.17 *
W2747	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2748	ORANGE COUNTY WATER DISTRICT & WATER DISTRICT RESERVE	WTR PUMPING-OCWD	3,404,634.47 *
W2749	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
W2750	WILLOWICK GOLF MANAGEMENT, LLC	CASH-WILLOW GOLF	35,000.00 *
W2751	CALPERS EDUCATIONAL FORUM	OTHER PROF SERV	1,931,500.00 *
W2752	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
W2753	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	497,800.51 *
W2754	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	449.52 *

PAGE TOTAL FOR "*" LINES = 5,883,131.10

FINAL TOTAL 7,023,470.38 *

DEMANDS #659055 - 659201 AND WIRES W2744 - W2754 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL FEBRUARY 5, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659202	GARDEN GROVE NISSAN, LP DBA GARDEN GROVE NISSAN	TAX REBATE	5,000.00 *
659203	UNION BANK	DUES/MEMBERSHIPS REGISTRATION FEES	470.00 40.00 510.00 *
659204	UNION BANK	OFFICE SUPPLIES/EXP	18.47 *
659205	UNION BANK	DUES/MEMBERSHIPS REGISTRATION FEES CITY MEMBERSHIPS	190.00 450.00 10.00 650.00 *
659206	SPOK, INC.	TELEPHONES/BEEPERS	187.72 *
659207	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	2,045.63 *
659208-659210	VOID WARRANTS		
659211	SO CALIF EDISON CO	ELECTRICITY	135,172.21 *
659212	SO CALIF GAS CO	NATURAL GAS	3,034.22 *
659213	UNION BANK	REGISTRATION FEES TUITION/TRAINING FOOD HSHLD EQUIP/SUPPLIES OFFICE SUPPLIES/EXP CRAFT SUPPLIES SIGNS/FLAGS/BANNERS	525.75 80.00 327.91 48.15 63.54 407.42 354.07 1,806.84 *
659214	UNION BANK	REGISTRATION FEES TUITION/TRAINING ADMN/ENTRANCE FEE FaCT:PROGRAM EXP FOOD	495.00 10.20 66.50 152.45 139.12

PAGE TOTAL FOR "*" LINES = 148,425.09

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659215	UNION BANK	BOTTLED WATER	27.58
		OTHER FOOD ITEMS	41.96
		HSOLD EQUIP/SUPPLIES	4.36
		OFFICE SUPPLIES/EXP	-26.25
			910.92 *
		NETWORKING SERVICES	112.64
		NETWORKING SUPPLIES	132.12
		SOFTWARE	292.98
		OFFICE SUPPLIES/EXP	140.82
		MINOR FURN/EQUIP	42.60
		OTHER MINOR TOOLS/EQ	9.79
			730.95 *
659216	UNION BANK	POSTAGE	36.75
		MAINT OF REAL PROP	99.00
		DUES/MEMBERSHIPS	25.00
		REGISTRATION FEES	105.00
		TUITION/TRAINING	990.00
		OTHER AGR SUPPLIES	440.00
		OFFICE SUPPLIES/EXP	13.04
		HARDWARE	206.85
			1,915.64 *
659217	UNION BANK	MV GAS/DIESEL FUEL	580.83 *
659218	UNION BANK	MV GAS/DIESEL FUEL	419.56 *
659219	UNION BANK	MV GAS/DIESEL FUEL	338.65 *
659220	UNION BANK	FOOD	331.32 *
659221	UNION BANK	OTHER PROF SERV	14.95
		FACT:PROGRAM EXP	37.12
		FACT:CAC EXP	62.83
		FOOD SERV SUPPL	241.08
		OTHER FOOD ITEMS	127.36
		OFFICE SUPPLIES/EXP	260.95
		ATHLETIC SUPPLIES	164.03
		CRAFT SUPPLIES	335.77
		AUDIO/VISUAL SUPP	50.56
		AWARDS/TROPHIES	25.00
		OTHER REC/CULT SUPP	57.92

PAGE TOTAL FOR "*" LINES = 5,227.87

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659222	VOID WARRANT		1,377.57 *
659223	UNION BANK	ADVERTISING	252.17
		OTHER PROF SERV	204.99
		DUES/MEMBERSHIPS	130.00
		REGISTRATION FEES	800.00
		TAXES/LICENSES	127.99
		FOOD	162.53
		BOOKS/SUBS/CASSETTES	99.00
		OTHER PROF SUPPLIES	75.43
		OFFICE SUPPLIES/EXP	176.72
		PINS/MENTOS	305.59
			2,334.42 *
659224	UNION BANK	L/S/A TRANSPORTATION	644.82
		REGISTRATION FEES	500.00
		TUITION/TRAINING	294.00
		ADMN/ENTRANCE FEE	2,120.00
		FOOD	751.71
		BOOKS/SUBS/CASSETTES	99.00
		OTHER PROF SUPPLIES	455.98
		OFFICE SUPPLIES/EXP	42.88
		OTHER REC/CULT SUPP	25.87
			4,934.26 *
659225	A&A WIPING CLOTH, INC	WHSE INVENTORY	933.08 *
659226	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	13,281.50 *
659227	ADAMSON POLICE PRODUCTS	GUNS/AMMUNITION	1,260.42 *
659228	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	82.96
		OTHER MAINT ITEMS	91.77
			174.73 *
659229	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	6,099.00 *
659230	AMAZON WEB SERVICES INC	NETWORKING SERVICES	12.00 *
659231	AMTECH ELEVATOR SERVICES	MAINT-SERV CONTRACTS	803.13 *

PAGE TOTAL FOR "*" LINES = 31,210.11

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659232	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	1,700.00 *
659233	ANGELUS QUARRIES, INC.	OTHER MAINT ITEMS	142.73 *
659234	AYALA FURNITURE SOLUTIONS	MINOR FURN/EQUIP	922.60 *
659235	BC TRAFFIC SPECIALIST	SIGNS/FLAGS/BANNERS	1,008.55 *
659236	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	21,075.57 1,800.00 22,875.57 *
659237	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	944.03 *
659238	CARD INTEGRATORS CORPORATION	REPRO SUPPLIES	109.00 *
659239	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	75.39 *
659240	*CANO, EDGAR	TUITION REIMB	138.00 *
659241	CARMEN'S FIT MIND, FIT BODY/ THERAPEUTIC EXERCISE	OTHER PROF SERV	585.00 *
659242	CEMEX	OTHER MAINT ITEMS	1,724.78 *
659243	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
659244	CLEANSTREET	STREET SWEEPING SERV OTHER MAINT ITEMS	3,603.00 225.00 3,828.00 *
659245	COASTLINE EQUIPMENT	MOTOR VEH PARTS	2,327.70 *
659246	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS GEN PURPOSE TOOLS	7,934.00 448.00 8,382.00 *
659247	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	1,705.00 *
659248	CONTROLLED MOTION SOLUTIONS, INC.	MOTOR VEH PARTS	206.47 *
659249	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	1,544.96 *
659250	DAVEY RESOURCE GROUP, INC	OTHER PROF SERV	2,465.00 *

PAGE TOTAL FOR "*" LINES = 51,064.78

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659251	DAY & NIGHT PLUMBING	MAINT-SERV CONTRACTS	580.00 *
659252	DENNIS GRUBB & ASSOCIATES, LLC	OTHER PROF SERV	625.00 *
659253	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	806.54
		OTHER MAINT ITEMS	175.32
			981.86 *
659254	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	100.00 *
659255	ECOTURF MIDWEST INC	OTHER AGR SUPPLIES	440.00 *
659256	COMMUTE WITH ENTERPRISE	OTHER RENTALS	3,875.00 *
659257	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	77.48 *
659258	FIVESTAR RUBBER STAMP ETC., INC	OFFICE SUPPLIES/EXP	162.03 *
659259	FOSTER MORRISON CONSULTING, LTD	OTHER PROF SERV	8,585.32 *
659260	FRYE SIGN CO	MOTOR VEH PARTS	970.00 *
659261	MONTROSE AIR QUALITY SERVICES, LLC	MAINT-SERV CONTRACTS	3,621.25 *
659262	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	367,663.38 *
659263	GOODIES UNIFORM	UNIFORMS	780.19 *
659264	HDL COREN & CONE	OTHER PROF SERV	5,625.00 *
659265	HAENDIGES, ROBERT	DUES/MEMBERSHIPS	192.00
		SAFETY EQ/SUPPLIES	150.00
			342.00 *
659266	HILCO FASTENER WAREHOUSE	HARDWARE	28.87 *
659267	HILL'S BROS LOCK & SAFE INC	OTHER MINOR TOOLS/EQ	17.40 *
659268	INTELEPEER CLOUD COMMUNICATIONS, LLC	TELEPHONE	1,892.92 *
659269	JAY'S CATERING	OTHER RENTALS	5,485.27 *
659270	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	741.49 *

PAGE TOTAL FOR "*" LINES = 402,594.46

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659271	LE, TIFFANY	OTHER REC/CULT SUPP	645.00 *
659272	LEE & RO, INC	ENGINEERING SERVICES	11,454.58 *
659273	*LOERA JR, RAFAEL	MED TRUST REIMB	1,043.39 *
659274-659275	VOID WARRANTS		
659276	GALLS, LLC DBA KEYSTONE UNIFORMS	UNIFORMS SAFETY EQ/SUPPLIES FURN/MACH/EQ ADDS	10,311.50 2,686.66 25,520.04 38,518.20 *
659277	LOS ANGELES TIMES	COMMUNITY RELATIONS	510.03 *
659278	MC MASTER-CARR SUPPLY CO	MOTOR VEH PARTS HARDWARE	19.96 50.83 70.79 *
659279	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS TRASH/CLEANING SERV	26,348.00 450.00 26,798.00 *
659280	SUPERCO SPECIALTY PRODUCTS DIVISION OF MOMAR, INCORPORATED	JANITORIAL SUPPLIES	1,072.76 *
659281	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	190.00 *
659282	MWI ANIMAL HEALTH	CANINE EXPENSES	228.80 *
659283	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	242.08 *
659284	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	14,938.90 *
659285	NEWMAN POOL SERVICE, INC	OTHER PROF SERV	95.00 *
659286	NIAGARA PLUMBING	PIPES/APURTENANCES OTHER MAINT ITEMS	693.17 29.04 722.21 *
659287	NIKKI'S FLAG SHOP	SIGNS/FLAGS/BANNERS	1,059.20 *
659288	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	1,547.34 *

PAGE TOTAL FOR "*" LINES = 99,136.28

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659289	ORANGE COUNTY APPLIANCE PARTS	AIR COND SUPPLIES	64.01 *
659290	PARKWOOD LANDSCAPE MAINTENANCE, INC.	OTHER PROF SERV	21,942.00 *
659291	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	55.00 *
659292	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	80.00 *
659293	PACIFIC4	WHSE INVENTORY	1,249.56 *
659294	PAUL'S PHOTO	CAMERAS	13,959.61 *
659295	CANNON CORPORATION DBA PENCO	ENGINEERING SERVICES	24,313.00 *
659296	QUINN POWER SYSTEMS ASSOCIATES	MAINT-SERV CONTRACTS	9,488.94 *
659297	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	1,500.00 *
659298	THE RAMSAY GROUP	OTHER PROF SERV	6,210.00 *
659299	REFRIGERATION SUPPLIES DISTRIBUTOR	AIR COND SUPPLIES	399.14 *
659300	DATA TICKET, INC	OTHER PROF SERV	450.00 *
659301	RYAN HERCO PRODUCTS CORP. LOCK BOX #912128	LABORATORY CHEMICALS	81.47 *
659302	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	900.00 *
659303	SCANTRON CORP.	OTHER MAINT ITEMS	411.00 *
659304	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	143.06 *
659305	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)	MAINT OF REAL PROP	30,800.00 *
659306	SIMPLOT PARTNERS	FERTILIZER	945.51 *
659307	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	6,271.90 *
659308	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	521.30 *
659309	SNIPERCRAFT INC	TUITION/TRAINING	470.00 *
659310	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	675.28

PAGE TOTAL FOR "*" LINES = 120,255.50

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659311	PERFORMANCE NURSERY CORP.	PAINT/DYE/LUBRICANTS	503.08
659312	STRADLING, YOCCA, CARLSON & RAUTH	TREES	1,178.36 *
659313	SUN BADGE COMPANY	LEGAL FEES	70.69 *
659314	SUPERION LLC	SAFETY EQ/SUPPLIES	585.00 *
659315	TOMAHAWK LIVE TRAP LLC	OTHER PROF SERV	329.91 *
659316	THOMSON REUTERS- WEST C/O WEST PAYMENT CENTER	CANINE EXPENSES	2,581.25 *
659317	TRANSACT TECHNOLOGIES, INC. ONE HAMDEN CENTER	BOOKS/SUBS/CASSETTES	172.48 *
659318	TRUCK & AUTO SUPPLY INC. TrucParCo	REPAIRS-FURN/MACH/EQ	492.00 *
659319	TYLER TECHNOLOGIES, INC.	MOTOR VEH PARTS	103.23 *
659320	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	FURN/MACH/EQUIP REPL	371.39 *
659321	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	LABORATORY CHEMICALS	43,629.00 *
659322	UNIFIRST CORP	OTHER MAINT ITEMS	141.20 *
659323	VULCAN MATERIALS COMPANY WESTERN DIVISION	LAUNDRY SERVICES	764.33 *
659324	GRAINGER	ASPHALT PRODUCTS	1,809.52 *
		WHSE INVENTORY	2,653.14 *
		MOTOR VEH PARTS	608.31
		OTHER MAINT ITEMS	43.22
		PAPER/ENVELOPES	82.25
		RIOT EQUIPMENT	70.83
		GEN PURPOSE TOOLS	395.92
			1,249.55
			2,450.08 *
659325	CARL WARREN & COMPANY	SELF-INS ADMN	9,288.00 *
659326	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,008.00 *
659327	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	900.00 *

PAGE TOTAL FOR "*" LINES = 68,527.58

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659328	ZEP SALES & SERVICE	WHSE INVENTORY	311.69 *
659329	DE NORA WATER TECHNOLOGIES, INC.	LABORATORY CHEMICALS	18.69 *
659330	KEM, ROSALIE N	DEPOSIT REFUNDS	1,000.00 *
659331	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	1,065.83 *
659332	KAREN PINO ART IN MOTION FOR KIDS	OTHER PROF SERV	400.00 *
659333	P.L. HAWN COMPANY, INC. AIR FILTRATION & POLLUTION CONT	AIR COND SUPPLIES	1,467.74 *
659334	DEPARTMENT OF CONSERVATION DIV OF ADMIN SVCS, ACTG OFFICE	PERMITS/OTHER FEES	2,309.79 *
659335	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	772.06 *
659336	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	508.00 *
659337	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	172.43 *
659338	TRELOAR, TOM	OTHER PROF SERV	450.00 *
659339	CHEMEX INDUSTRIES	MOTOR VEH PARTS	928.19
		JANITORIAL SUPPLIES	458.66
			1,386.85 *
659340	THE ILLINI COMPANIES, INC DBA COMMERCIAL AQUATIC SERVICES	OTHER PROF SERV	1,475.00 *
659341	LEIU	DUES/MEMBERSHIPS	595.00 *
659342	CLEAR CHANNEL OUTDOOR INC.	ADVERTISING	654.00 *
659343	E.G. BRENNAN & CO., INC.	MAINT-SERV CONTRACTS	133.10 *
659344	*LADNEY, MARK	CANINE EXPENSES	161.95
		OFFICE SUPPLIES/EXP	161.10
			323.05 *
659345	O'REILLY AUTO PARTS	MOTOR VEH PARTS	341.05 *
659346	CALOPTIMA	DEPOSIT REFUNDS	500.00 *
659347	VALDEZ, SHANNON	DEPOSIT REFUNDS	255.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659348	TARA LOUSE RUPPEL	DEPOSIT REFUNDS	1,000.00 *
659349	VORTEX INDUSTRIES INC FILE 1095	MAINT-SERV CONTRACTS OTHER MAINT ITEMS	560.00 760.00 1,320.00 *
659350	VERITIV OPERATING COMPANY	WHSE INVENTORY	699.27 *
659351	COSTAR GROUP, INC. ATTN: ACCOUNTING DEPT-CONTRACTS	OTHER PROF SERV	492.24 *
659352	OCSD FINANCIAL MNGNT DIV	SEWER FEES	22,166.65 *
659353	*ROMBOUGH, JENNIFER	MILEAGE REIMB TUITION/TRAINING	12.59 30.00 42.59 *
659354	AUTREY, DOUGLAS	WATER REFUND	9,380.25 *
659355	JAMES PRODUCTIONS, INC.	OTHER PROF SERV	1,218.00 *
659356	*KIRZHNER, ALLEN	DUES/MEMBERSHIPS	192.00 *
659357	A-THRONE CO., INC.	OTHER RENTALS	36.59 *
659358	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	72,499.98 *
659359	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	605.00 165.00 770.00 *
659360	SCHAFER CONSULTING, INC.	OTHER PROF SERV	18,075.00 *
659361	CALIFORNIA PUMPCRETE, INC.	BLDGS/IMPROVEMENTS	310.00 *
659362	3M	SIGNS/FLAGS/BANNERS	1,047.79 *
659363	VERONICA MADRILES	VIDEO PRODUCTION EXP	150.00 *
659364	YO-FIRE SUPPLIES	OTHER MAINT ITEMS	985.06 *
659365	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
659366	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	27,552.95 *

PAGE TOTAL FOR "*" LINES = 158,038.37

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/12/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659367	SOUTHERN COMPUTER WAREHOUSE	NETWORKING SUPPLIES	272.09 *
659368	INFOSEND, INC.	PRINTING	1,985.95
		OTHER PROF SERV	320.00
			2,305.95 *
659369	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	2,674.01
		MOTOR VEH PARTS	320.05
			2,994.06 *
659370	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ	600.37 *
659371	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	249.35 *
659372	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	MAINT-SERV CONTRACTS	12,436.34
		FORENSIC SERV	88,684.84
			101,121.18 *
659373	LOOPNET ATTN: ACCOUNTING DEPT- CONTRACTS	OTHER PROF SERV	284.00 *
659374	VIRAMONTES, JESSE	DUES/MEMBERSHIPS	286.00 *
659375	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	244.69 *
659376	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	951.81 *
659377	*ATIN RAMOS, MARISA	MED TRUST REIMB	590.00 *
659378	DUONG, CHI THI	RENT SUBSIDY	1,523.00 *
W2755	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,588.05 *
W2756	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	685,331.65 *
W2757	VISION SERVICE PLAN	VISION-CAFE CONTR	6,733.01 *
W2758	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	27,715.20 *
W2759	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	132,644.97 *
W2760	DELTA DENTAL OF CALIFORNIA	SELF-INS ADMN	2,458.62 *

PAGE TOTAL FOR "*" LINES = 972,894.00

FINAL TOTAL 2,071,513.32 *

DEMANDS #659202 - 659378 AND WIRES W2755 - W2760 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL FEBRUARY 12, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF



PATRICIA SONG - FINANCE DIRECTOR

183921	DON Q TRAN	1728.66	183922	VOID	(VOID)	0.00
183923	BRADLEY A LOWEN	920.77	183924	JUDITH A MOORE		1861.59
183925	DIANE BELAIR	1796.13	183926	ARMANDO HERRERA JR.		840.75
183927	JAKE P TRAN	721.46	183928	DARIEL TAPIA		471.06
183929	EDWARD A HUY	2715.47	183930	DOROTHY L DUATA		647.95
183931	MICHAEL F ROCHA	2335.87	183932	DAMIAN JESUS CHAVEZ		623.57
183933	ARTHUR J FLORES	2848.44	183934	EDWIN O THURMAN JR		1010.56
183935	DEANNA M CHUMACERO	1194.29	183936	AARON D DINH		521.84
183937	STEVEN E GOMEZ	838.14	183938	ARNULFO GUZMAN JR		414.78
183939	LAURA M PACHECO	132.20	183940	MYCHAELELLA J SIEVE		126.19
183941	JACOB THAOSATIEN	252.41	183942	SAMANTHA B VARGAS		333.54
183943	DANIEL A ZEMBOWER	236.38	183944	LINDA M MORIN		1989.52
183945	RUDY A ROCHA	426.66	183946	WILLIAM ALLISON		4201.58
183947	O.C.E.A. GENERAL	2291.20	183948	O.C.E.A.		1113.59
183949	COMMUNITY HEALTH CHARITI	45.00	183950	GARDEN GROVE POLICE ASSO		1610.00
D360709	CAROL E BECKLES	49.27	D360710	GEORGE S BRIETIGAM III		459.87
D360711	PHAT T BUI	157.56	D360712	STEVEN R JONES		303.55
D360713	STEPHANIE L KLOPFENSTEIN	228.00	D360714	DIEDRE THU HA NGUYEN		411.52
D360715	KIM B NGUYEN	413.05	D360716	JOHN R O'NEILL		445.07
D360717	STEVE R SOLORIO	45.52	D360718	PAMELA M HADDAD		1550.96
D360719	SHAWN S PARK	2233.02	D360720	SCOTT C STILES		6522.81
D360721	MARIA A STIPE	5287.18	D360722	MEENA YOO		2114.60
D360723	MARITZA PIZARRO	1844.95	D360724	AMANDA M POLLOCK		1552.86
D360725	TERESA L POMEROY	3112.84	D360726	LIZABETH C VASQUEZ		1991.36
D360727	VERONICA AVILA	1909.35	D360728	JEFFREY P DAVIS		2050.53
D360729	NOELLE N KIM	1929.22	D360730	MISSY M MENDOZA		268.25
D360731	MARIE L MORAN	2468.07	D360732	ANA E PULIDO		3526.34
D360733	KRISTY H THAI	2199.42	D360734	SHAUNA J CARRENO		1924.28
D360735	VY D HO	1507.05	D360736	DANNY HUYNH		3549.11
D360737	VILMA C KLOESS	2337.88	D360738	IVY LE		1617.33
D360739	TAMMY LE	1380.03	D360740	LINDA MIDDENDORF		2298.87
D360741	MARIA A NAVARRO	2279.97	D360742	PHUONG VIEN T NGUYEN		2065.99
D360743	QUANG NGUYEN	2431.81	D360744	TINA T NGUYEN		2139.92
DD360745	THYANA T PHI	2381.99	D360746	MARIA RAMOS		2215.95
D360747	TANYA L TO	1416.26	D360748	CUONG K TRAN		2065.82
D360749	ELAINE TRUONG	1532.25	D360750	THANH-NGUYEN VO		1532.22
D360751	SYLVIA GARCIA	2125.44	D360752	YUAN SONG		4433.91
D360753	KAREN M HARRIS	2771.41	D360754	CHRISTI C MENDOZA		897.44
D360755	TREVOR G SMOUSE	2135.47	D360756	JANET J CHUNG		2473.12
D360757	ANN C EIFERT	3021.46	D360758	MARGARITA A ABOLA		1761.07
DD360759	MARY ANN M ALCANCIA	2730.68	D360760	MARISA ATIN RAMOS		1242.41
D360761	ROBERT W MAY	1144.43	D360762	SHAWNA A MCDONOUGH		2299.18
DD360763	HEIDY Y MUNOZ	3040.10	D360764	SELAMAWIT NIGATU		2199.02
D360765	MY TRA VO	2026.39	D360766	LIGIA ANDREI		1596.84
DD360767	ARIANA B BAUTISTA	1563.48	D360768	KAREN J BROWN		935.80
DD360769	CORINNE L HOFFMAN	2239.87	D360770	JEFF N KURAMOTO		2628.39
D360771	CHELSEA E LUKAS	1556.70	D360772	EDWARD E MARVIN JR		1616.59
D360773	ANGELA M MENDEZ	1592.35	D360774	JENNIFER L PETERSON		1764.34

D360775	ANH PHAM	1578.62	D360776	EVA RAMIREZ	1865.20
D360777	ALEXIS B ROMERO	1847.07	D360778	HELEN E WHITTAKER DEGEN	667.44
D360779	JAIWE F CHAVEZ	1504.57	D360780	GARY F HERNANDEZ	1592.84
D360781	NEAL M MANALANSAN	1636.40	D360782	DANIEL J SANCHEZ	1577.04
D360783	SANDRA E SEGAWA	3365.06	D360784	ALANA R CHENG	3017.42
D360785	PAUL GUERRERO	2448.31	D360786	LISA L KIM	4709.48
D360787	JULIE A ASHLEIGH	1829.76	D360788	MICHAEL G AUSTIN	2347.70
D360789	RITA M CRAMER	2231.44	D360790	CHRISTOPHER J CRANDALL	2570.64
D360791	BYRYSON T DAHLHEIMER	2025.14	D360792	DAVID A DENT	3913.48
D360793	TODD C HARTWIG	2536.69	D360794	RALPH V HERNANDEZ	2231.03
D360795	AARON J HODSON	2119.35	D360796	DONALD E LUCAS	2777.20
D360797	SVETLANA MOURE	2078.02	D360798	PHU T NGUYEN	3604.08
D360799	LORENA J QUILLA-SOULES	2644.24	D360800	PEDRO ROQUE	2244.91
D360801	MARCO A VALADEZ	912.04	D360802	CHRISTOPHER CHUNG	2547.92
D360803	PRIT J KASKLA	1821.48	D360804	HUONG Q LY	1852.90
D360805	LEE W MARINO	3963.08	D360806	MARIA L MARTINEZ	2431.87
D360807	MARIA C PARRA	2913.15	D360808	MONICA COVARRUBIAS	3260.06
D360809	GRACE E LEE	2162.50	D360810	AMEENAH ABU-HAMDIYYAH	1784.52
D360811	GREG BLODGETT	2984.93	D360812	ROY N ROBBINS	2812.14
D360813	TIMOTHY E THRONE	1865.20	D360814	MICHAEL C BOS	2023.57
D360815	DANIEL J CANDELARIA	4057.22	D360816	VINCENT L DE LA ROSA	2052.17
D360817	KAMYAR DIBAJ	1130.40	D360818	ALICIA M HOFER	1687.76
D360819	NICOLAS C HSIEH	2969.78	D360820	ROSEMARIE JACOT	2000.68
D360821	SHAN L LEWIS	2253.32	D360822	NAVIN B MARU	3388.30
D360823	JUAN C NAVARRO	2246.10	D360824	MICHAEL F SANTOS	2872.83
D360825	MARK P UPHUS	3514.09	D360826	JOSE A VASQUEZ	2439.69
D360827	ANA G VERGARA NEAL	2482.29	D360828	DAI C VU	3855.62
D360829	KHANG L VU	3090.71	D360830	CHRISTOPHER L ALLEN	2152.56
D360831	JOSHUA J ARIONUS	2298.06	D360832	ALEJANDRO BANUELOS	1498.91
D360833	JAN BERGER	2065.26	D360834	ROBERT P BERMUDEZ	608.83
D360835	TIM P CANNON	4001.88	D360836	CARINA M DAN	1947.64
D360837	RYAN H DAVIS	1696.57	D360838	KATHLEEN N DELFIN	971.59
D360839	RONALD W DIEMERT	1937.07	D360840	CHRIS N ESCOBAR	2361.79
D360841	JEREMY J GLENN	1315.44	D360842	ALEJANDRO GONZALEZ	2904.81
D360843	MICHAEL J GRAY	1602.39	D360844	LARRY GRIFFIN	1525.54
D360845	ROBERT A HAENDIGES	2807.88	D360846	RYAN S HART	1856.41
D360847	VIDAL JIMENEZ	4146.43	D360848	LIYAN JIN	175.89
D360849	SAMUEL K KIM	3638.54	D360850	AMANDA LE LAI	451.89
D360851	REBECCA PIK KWAN LI	3572.47	D360852	DAVID MA'AE	2026.07
D360853	TYLER MEISLAHN	1885.53	D360854	JESSE K MONTGOMERY	2500.01
D360855	JUSTIN M MORRIS	1388.96	D360856	STEVEN J MOYA JR	2080.95
D360857	BASIL G MURAD	2096.09	D360858	KIRK L NATLAND	1260.66
D360859	DUC TRUNG NGUYEN	2019.78	D360860	CORNELIU NICOLAE	2679.23
D360861	ANDREW I ORNELAS	1932.20	D360862	DAVID A ORTEGA	2371.03
D360863	CELESTINO J PASILLAS	2656.26	D360864	WILLIAM F PEARSON	2174.63
D360865	JESSICA J POLIDORI	3026.70	D360866	CHRISTOPHER B PRUDHOMME	1267.42
D360867	ESTEBAN H RODRIGUEZ	1594.74	D360868	LES A RUITENSCHILD	3347.56
D360869	JONATHAN RUIZ	2504.88	D360870	ALEXIS SANTOS	1188.28

**** PAGE TOTAL = 219878.28

D360871	ADRIAN M SARMIENTO	2565.03	D360872	ALBERT TALAMANTES JR	1848.48
D360873	MINH K TRAN	2149.93	D360874	ALEJANDRO VALENZUELA JR	1188.16
D360875	ALEJANDRO N VALENZUELA	2045.35	D360876	RONALD J WOLLAND	1278.66
D360877	VICTOR K YERGENSEN	2606.67	D360878	ALICE K FREGOSO	3594.09
D360879	ALICIA R GARCIA	683.01	D360880	RAQUEL K MANSON	2566.18
D360881	WILLIAM E MURRAY JR	6128.43	D360882	EMILY H TRIMBLE	1923.89
D360883	ALFRED J AGUIRRE	2752.95	D360884	EDWARD D AMBRIZ GARCIA	594.61
D360885	RODOLPHO M BECERRA	1958.25	D360886	RAYMOND A BUCHLER	1306.45
D360887	EDGAR A CANO	1767.17	D360888	ALBERT J CARRISOZA	2119.42
D360889	GABRIELA R CONTRERAS	2208.32	D360890	JULIE T COTTON	1593.64
D360891	DANIEL A DEL ROSARIO	503.44	D360892	ERIC M ESPINOZA	1753.27
D360893	ALBERT R EURS II	2356.35	D360894	ROBERT J FRANCO	721.07
D360895	MAURICIO S GARCIA	2397.78	D360896	CASEY G GIROUARD	1965.64
D360897	HERMILO HERNANDEZ	1552.52	D360898	DARNELL D JERRY	527.58
D360899	BRENT KAYLOR	2011.03	D360900	MARK W LADNEY	2635.71
D360901	RAUL LEYVA	2046.67	D360902	ANTONIO R MARTIN	3013.99
D360903	DIEGO A MEJIA	1752.37	D360904	RIGOBERTO MENDEZ	2077.83
D360905	STEVEN T ORTIZ	2919.51	D360906	PHILLIP Q PHAM	499.03
D360907	RICHARD L PINKSTON	2282.13	D360908	JOSE J ROMAN	547.66
D360909	ALEXIS P TARIN	1932.54	D360910	STEVE J TAUANU'U	3450.02
D360911	SUSAN VITALI	833.77	D360912	IOAN ANDREI	960.10
D360913	SYLVESTER A BABINSKI IV	1587.45	D360914	DONEISHA L BELL	946.02
D360915	JEFFREY G CANTRELL	1959.34	D360916	JULIA ESPINOZA	1200.54
D360917	CECELIA A FERNANDEZ	1170.51	D360918	CONRAD A FERNANDEZ	986.11
D360919	DIANA GOMEZ	913.63	D360920	JORGE GONZALEZ	1127.06
D360921	MICHAEL R GREENE	1991.40	D360922	GLORIA A HARO	1158.38
D360923	ERIC W JOHNSON	1124.24	D360924	LEONEL A LAMAS	872.03
D360925	KHUONG NGUYEN	1183.04	D360926	DELFRADO C REYES	1183.04
D360927	RAFAEL ROBLES	1403.18	D360928	ADRIANNA M RODRIGUEZ	1029.34
D360929	RODERICK THURMAN	1621.18	D360930	EVARISTO VERA	1625.10
D360931	RICHARD L WILLIAMS	1776.98	D360932	ANSELMO AGUIRRE	1860.13
D360933	DOMINIC CAMERA	687.57	D360934	PHILLIP J CARTER	2390.87
D360935	RICK L DUVAL	1937.03	D360936	AARON R HANSEN	1835.42
D360937	HUY HOA HUYNH	2083.91	D360938	MATTHEW D ILFELD	1157.62
D360939	BRYAN D KWIATKOWSKI	1544.62	D360940	ALFREDO MARTINEZ	1598.47
D360941	DANIEL C MOSS	957.26	D360942	ROLANDO QUIROZ	1568.15
D360943	TODD R REED	1724.88	D360944	RICARDO SALDIVAR	552.22
D360945	WILLIAM A SOTO	433.73	D360946	LUIS A TAPIA	2134.91
D360947	MICHAEL W THOMPSON	2830.21	D360948	JOSEPH E TRUJILLO	673.11
D360949	WILLIAM J WHITE	1986.16	D360950	JESSE GUZMAN	2171.20
D360951	MARK M KHALIL	1856.24	D360952	BRETT A MEISLAHN	2120.60
D360953	DOUGLAS A MOORE	1982.16	D360954	ANDREW J MORELAND	566.58
D360955	AUSTIN H POWELL	1853.36	D360956	MELVIN P REED	1516.76
D360957	STEPHEN D SUDDUTH	1332.39	D360958	TIMOTHY WALLINGFORD	36089.16
D360959	SOMELIA K GOUNTOUMA	1993.67	D360960	ALBERT J HOLMON III	3223.77
D360961	VICTOR T BLAS	2540.74	D360962	FRANK X DE LA ROSA	2867.83
D360963	JOSE GOMEZ	2346.90	D360964	MICHAEL V GUERRERO	1495.56
D360965	BRENT W HAYES	2886.86	D360966	FRANK D HOWENSTEIN	2539.08

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D360967	ALLEN G KIRZHNER	2287.13	D360968	BRANDON S NUNES	1229.64
D360969	STEPHEN PORRAS	2690.33	D360970	JESSE VIRAMONTES	1588.80
D360971	JOHN ZAVALA	1983.34	D360972	YOLANDA A ALVARADO	26.37
D360973	STEPHANIE AMBRIZ	414.78	D360974	JOSELYN D AVALOS	190.02
D360975	REBECCA J BAILOR	376.62	D360976	JOSUE BARREIRO MENDOZA	1307.53
D360977	ALEX C BEARD	27.86	D360978	DYLAN J BOGGAN	344.74
D360979	RACHEL M CAMARENA	1840.46	D360980	RENE CAMARENA	1791.21
D360981	VICTORIA M CASILLAS	2207.33	D360982	RACHAEL M CHOATE	315.34
D360983	AMANDA D CUMMINGS	1640.16	D360984	GISELL L CRUZ	739.00
D360985	KENNETH E CUMMINGS	1060.18	D360986	MARLY DELGADO CHAVEZ	477.43
D360987	GABRIELA DIAZ	674.69	D360988	MARK C FREEMAN	2809.04
D360989	JARED D GARCIA	219.35	D360990	VANESSA L GARCIA	241.39
D360991	JACOB R GRANT	2261.22	D360992	KIMBERLY K HOLER	672.69
D360993	LAUREN E HULL	502.30	D360994	ELAINE M MA'AE	2386.62
D360995	JOHANA L MALDONADO	230.37	D360996	LORENA OCHOA MCINTYRE	2164.25
D360997	JESUS MEDINA	1735.15	D360998	JUAN MEDINA	2036.45
D360999	JOHN A MONTANCHEZ	4464.57	D361000	KIRSTEN K NAKALSHI	763.63
D361001	GINA D NECCO	490.36	D361002	JACOB J NEELY	439.64
D361003	NOEL N NICHOLAS	1064.82	D361004	JENNIFER GODDARD NYE	2462.35
D361005	GABRIELA O'CADIZ-HERNAND	2834.07	D361006	NANCY A OCAMPO	403.67
D361007	STEPHANIE ORTIZ	252.41	D361008	CHRISTIAN PANGAN	396.78
D361009	JANET E PELAYO	4856.28	D361010	EDOUARD T PHAN	230.37
D361011	ALEXA PRADO	283.64	D361012	SHADY S PUALLOA	751.84
D361013	SUGIEIRY REYNOSO	2219.49	D361014	MARINA Y ROMERO	1836.83
D361015	MARIA D ROSALES	491.02	D361016	TANYA ROSAS	426.48
D361017	DIANA SALDIVAR	536.31	D361018	DANA MARIE SAUCEDO	2509.41
D361019	EMERON J SCHLUMBERGER	960.79	D361020	REBECCA S SMITH	405.91
D361021	KENNETH P TRAVIS III	510.80	D361022	CLAUDIA VALDIVIA	2834.60
D361023	JEFFREY VAN SICKLE	2125.09	D361024	DAISY O VENCES	171.14
D361025	JOSHUA VENCES	376.62	D361026	PAUL E VICTORIA	1263.58
D361027	JACOB D VIRAMONTES	767.68	D361028	DAVID M WILMES	205.72
D361029	MORRIS B SPELL	5063.49	D361030	GRANT A NOBLE	1899.57
D361031	THOMAS R DARE	5369.17	D361032	CAROLE A KANEGAE	2374.51
D361033	VINCENTE J VAICARO	3451.85	D361034	CLAUDIA ALARCON	2967.18
D361035	KRISTEN A BACKOURIS	1580.67	D361036	SHARON S BAEK	2394.22
D361037	RAY E BEX	3666.51	D361038	GENA M BOWEN	1765.55
D361039	JESENIA CAMPOS	1881.08	D361040	NICHOLAS A DE ALMEIDA LO	2608.10
D361041	AMIR A EL-FARRA	3878.29	D361042	HELENA ELISOUSOU	2261.38
D361043	PATRICK E GILDEA	4582.05	D361044	BRIAN C GIRGENTI	5025.46
D361045	AI KELLY HUYNH	1989.72	D361046	MICHAEL J JENSEN	4094.41
D361047	ALLYSON T LE	1903.62	D361048	KEIRA LONG	1816.32
D361049	MATTHEW P MARCHAND	2844.11	D361050	PHILLIP H PHAM	2276.90
D361051	JOHN E REYNOLDS	3968.43	D361052	ASHLEY C ROJAS	1576.46
D361053	REYNA ROSALES	1936.80	D361054	ROBERT M STEPHENSON III	3670.08
D361055	MICHAEL J VISCOMI	4970.05	D361056	GIOVANNI ACOSTA	3419.76
D361057	PEDRO R ARELLANO	3367.83	D361058	TIMOTHY R ASHBAUGH	3077.78
D361059	ALFREDO R AVALOS	9155.85	D361060	COLLIN E BAKER	1782.85
D361061	RENE BARRAZA	3019.96	D361062	BEAU A BERENGER	3467.20

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D361063	RYAN S BERLETH	1962.63	D361064	SUMMER A BOGUE	2000.17
D361065	RENZO CHUMBE	2032.79	D361066	GARY L COULTER	3335.83
D361067	BRIAN D DALTON	2449.37	D361068	CHARLIE DANIELEY III	2455.16
D361069	ISAAC DAVILA	2051.66	D361070	BROC D DUDLEY	2046.55
D361071	STEPHEN C ESTLOW	972.59	D361072	JESUS FAJARDO	2164.99
D361073	HECTOR FERREIRA JR	2545.64	D361074	KARI A FLOOD	2274.73
D361075	ROBERT D FRESENIUS	2004.20	D361076	JASON S FULTON	2120.35
D361077	JOSEPH P GROSS JR	3001.98	D361078	TRAVIS J HADDEN	2222.90
D361079	JASON A HOWARD	2900.28	D361080	KIRK P HURLEY	1933.79
D361081	DONALD J HUTCHINS	3234.30	D361082	NICKOLAS K JENSEN	2582.22
D361083	VICTORIA A JORDAN	2108.23	D361084	TIMOTHY P KOVACS	3961.57
D361085	MICHAEL J LANG	3280.83	D361086	RAFAEL M LEE	1383.80
D361087	MARK A LORD	3238.63	D361088	RYAN M LUX	2778.03
D361089	JORGE L MAZON	2516.57	D361090	JEREMY N MORSE	3436.14
D361091	MITCHEL S MOSSER	2431.67	D361092	AARON S NELSON	3141.34
D361093	JASON S PERKINS	3987.32	D361094	COREY T POLOPEK	2448.36
D361095	SINDY RAMIREZ OROZCO	2585.95	D361096	JOHN E RANEY	3298.20
D361097	THOMAS S REED	2356.54	D361098	DANIELLE E RIEDL	2432.92
D361099	AARON T SHIPLEY	2101.02	D361100	SHAYLEN L SIMONS	2529.81
D361101	CHARLES W STARNES	2445.71	D361102	EDGAR VALENCIA	3257.73
D361103	ROYCE C WIMMER	2874.67	D361104	SARAH A WRIGHT	2712.39
D361105	COLE A YNIGUEZ	1956.36	D361106	MARCOS R ALAMILLO	5779.70
D361107	BOBBY B ANDERSON	2867.99	D361108	JOHN F BANKSON	3192.56
D361109	JOSHUA K BEHZAD	2008.75	D361110	EVAN S BERESFORD	2851.21
D361111	TROY F BOWMAN	2146.43	D361112	JEFFREY A BROWN	3522.04
D361113	JOHN CASACCIA II	10517.28	D361114	JUAN C CENTENO	3315.10
D361115	DAVID Y H CHANG	2904.11	D361116	JEROME L CHEATHAM	2670.49
D361117	HAN J CHO	3357.50	D361118	BRIAN M CLASBY JR	2837.79
D361119	JULIO C CORTEZ	2262.47	D361120	JUAN L DELGADO JR	3550.85
D361121	KEVIN DINH	2953.41	D361122	OTTO J ESCALANTE	4690.60
D361123	JOSHUA N ESCOBEDO	3764.49	D361124	MICHELLE N ESTRADA-MONSA	2294.62
D361125	GEORGE R FIGUEREDO	1389.01	D361126	SEAN M GLEASON	2208.66
D361127	KYLE N HALEY	1915.14	D361128	EFFRAIN A JIMENEZ JR	2386.47
D361129	CODY M JOHNSON	2111.34	D361130	ROBERT J KIVLER	1879.23
D361131	ARION J KNIGHT	2850.98	D361132	PETER M KUNKEL	3533.76
D361133	ERICK LEYVA	3653.12	D361134	RAFAEL LOERA JR	2955.08
D361135	JESSE A LUCATERO	2726.32	D361136	ROBERTO MACHUCA	2106.78
D361137	TAYLOR A MACY	2608.70	D361138	GIANLUCA F MANIACI	2481.32
D361139	BRYAN J MEERS	3289.13	D361140	NATHAN D MORTON	4297.61
D361141	PATRICK W MURPHY	2749.68	D361142	PATRICK J MUSCHETTO	1954.74
D361143	JEFFREY C NGUYEN	2914.84	D361144	JOSHUA T OLIVO	3583.35
D361145	STEVEN TRUJILLO ORTIZ	2129.69	D361146	OWAR F PEREZ	2078.94
D361147	LUIS A QUIROZ	1915.14	D361148	DANIEL RODRIGUEZ	2386.34
D361149	CHRISTOPHER M SHELGREEN	2410.43	D361150	JOHN J YERGLER	3772.98
D361151	PAUL W ASHBY	3225.31	D361152	RYAN V BUSTILLOS	3383.42
D361153	THOMAS A CAPPS	2170.04	D361154	MICHAEL K ELHAM	3069.75
D361155	DANNY G JUAREZ	1735.22	D361156	AUSTIN C LAVERITY	2906.17
D361157	DANNY J MIHALIK	7103.46	D361158	JASON M MURO	3629.48

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D361159	RON A REYES	2884.32	D361160	ROCKY F RUBALCABA	3706.65
D361161	LINO G SANTANA	4292.90	D361162	DUO XU	1703.49
D361163	CHRISTOPHER M EARLE	2876.05	D361164	BENJAMIN M ELIZONDO	2725.83
D361165	KRISTOFER D KELLEY	4765.96	D361166	NICHOLAS A LAZENBY	2942.20
D361167	CHARLES H LOFFLER	3709.80	D361168	BRADLEY A LOWEN	3053.28
D361169	LUIS F RAMIREZ	3124.17	D361170	RYAN R RICHMOND	1749.34
D361171	SEAN M SALAZAR	2749.04	D361172	GAREY D STAAL	3222.19
D361173	AARON J COOPMAN	3166.56	D361174	MICHAEL E GERDIN	2355.47
D361175	TROY HALLER	4879.71	D361176	JASON L JOHNSON	2460.83
D361177	RAUL MURILLO JR	4089.08	D361178	ERIC T RUZIECKI	3865.99
D361179	COURTNEY P ALLISON	2614.44	D361180	LISA A BELTHIUS	394.70
D361181	RANDY G CHUNG	195.79	D361182	ADAM B COUGHRAN	39.35
D361183	CHRISTOPHER C DOVEAS	788.59	D361184	DANIEL S EDWARDS	428.46
D361185	EDUARDO C LEIVA	4373.81	D361186	JOHN O OJEISEKHOB	185.74
D361187	JOSEPH D VARGAS	448.56	D361188	CARL J WHITNEY	4635.87
D361189	ANDREW N BUI	451.75	D361190	TANNER C DE PADUA	397.92
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D361193	KENTON TRAN	413.66	D361194	CALEB I VAUGHN	556.82
D361195	TYLER D VU	456.71	D361196	FRANCISCO AVALOS JR	1776.29
D361197	KAREN D BRAME	1456.42	D361198	KENNETH L CHISM	1741.97
D361199	DARRYL B CORTEZ JR.	1736.13	D361200	PAUL E DANIELSON	968.86
D361201	TAYLOR M DUARTE	1728.66	D361202	ANDREW N EARP	1732.05
D361203	KORY C FERRIN	3759.26	D361204	JAMES D FISCHER	1157.35
D361205	VICTORIA M FOSTER	1633.95	D361206	GONZALO GONZALEZ JR	1877.58
D361207	THI A HUYNH	2722.77	D361208	CHAD B KIM	1841.62
D361209	KENNETH E MERRILL	496.47	D361210	MICHAEL A MOSER	1648.30
D361211	EMMANUEL PEREZ	1395.69	D361212	DOUGLAS A PLUARD	3964.26
D361213	JOSEPH A T PURSLEY	1938.07	D361214	ALFREDO SALGADO JR.	1728.66
D361215	LEVI JOENIEL SILVA	1822.49	D361216	SAMUEL K TOMA	1734.20
D361217	DON Q TRAN	1728.66	D361218	TUONG-VAN NGUYEN VU	2810.73
D361219	RICHARD A ALVAREZ-BROWN	3182.08	D361220	RICHARD O BURILLO	4509.41
D361221	FLOR DE LIS ELIZONDO	819.15	D361222	PATRICIA C FLINN	2492.19
D361223	RAQUEL D MATA	1125.44	D361224	REBECCA S MEEKS	2722.12
D361225	JONATHAN B WAINWRIGHT	3533.87	D361226	DAVID C YOUNG	4448.22
D361227	MARIA A ALCARAZ	1946.32	D361228	MARIA S ATWOOD	1675.73
D361229	BRITTANEE N BRANTNER	1617.84	D361230	CARISSA L BRUNICK	1380.67
D361231	TAMMY L CHAURAN-HAIGROV	1919.16	D361232	RUSSELL B DRISCOLL	1909.48
D361233	VERONICA FRUTOS	834.00	D361234	DAVID L GEORGE	2148.40
D361235	PINKY C HINGCO	2124.49	D361236	SHELBY KEUILIAN	1946.00
D361237	ANGELA LEDESMA	1858.68	D361238	LINDALINH THU LY	1285.43
D361239	MARIA C MCFARLANE	2062.35	D361240	DAWN M MONTOYA	1534.64
D361241	TRINA T NGUYEN	1625.38	D361242	JENNIFER V ROMBOUGH	2669.01
D361243	KIMBRA S VELLANOWETH	2093.47	D361244	CHRYSTAL L WEYKER	1709.27
D361245	SHANNON M YELENSKY	1719.14	D361246	JENNIFER A DIX	2372.53
D361247	KATHERINE M FRANCISCO	1294.77	D361248	AMANDA B GARNER	2164.60
D361249	ARCHIE GUZMAN	2147.98	D361250	LAUREN M LADD	2064.78
D361251	ROBERT D LUX	2352.69	D361252	MELISSA MENDOZA-CAMPOS	1921.20
D361253	BRANDY J PARK	2476.09	D361254	CRISTINA V PAYAN	1844.84

**** PAGE TOTAL = 200508.30


D361255	JENNIFER M RODRIGUEZ	2537.43	D361256	TANYA L SAMOFF	2795.46
D361257	SUSAN A I SEYMOUR	2485.91	D361258	NICOLE D SHORROW	1978.64
D361259	DANNY J SOSEBEE	160.68	D361260	MARSHA D SPELLMAN	3964.28
D361261	SPENCER T TRAN	2196.03	D361262	SANTA WARDLE	1169.25
D361263	CHERYL L WHITNEY	1825.72	D361264	DANIEL A CAMARA	2450.27
D361265	RICHARD E DESBIENS	2057.52	D361266	JAMES D FRANKS	14704.80
D361267	PETE GARCIA	3004.07	D361268	ROBERT J GIFFORD	3471.93
D361269	STEVEN H HEINE	1429.07	D361270	JOSE D HERRERA	3156.79
D361271	WILLIAM T HOLLOWAY	3303.36	D361272	GERALD F JORDAN	3712.47
D361273	PATRICK R JULIENNE	2573.32	D361274	JOSEPH L KOLANO	2341.87
D361275	LEA K KOVACS	2537.92	D361276	DEREK M LINK	3915.70
D361277	DAVID LOPEZ	2449.45	D361278	STEVEN W LUKAS	1500.57
D361279	MARIO MARTINEZ JR	4017.78	D361280	ADAM C NIKOLIC	3564.58
D361281	LUIS A PAYAN	5175.12	D361282	TERRA M RAMIREZ	2071.01
D361283	CHRISTIN E ROGERS	2834.66	D361284	BRIAN T STROUD	3083.93
D361285	PAUL M TESSIER	2737.97	D361286	DENNIS WARDLE	2995.92
D361287	ADAM D ZMIJA	3601.23	D361288	RONALD A DOSCHER	988.87
D361289	ERIC A QUINTERO	204.81	D361290	JANNA K BRADLEY	2304.10
D361291	MARY C CERDA	1972.41	D361292	BRANDI M HART	619.19
D361293	LIANE Y KWAN	3207.66	D361294	JANY H LEE	3543.02
D361295	ZENIA M LOPEZ	873.68	D361296	SHERRILL A MEAD	2227.56
D361297	STEPHANIE E RICHARDS	1824.44	D361298	CAITLYN M STEPHENSON	1792.87
D361299	LAURA J STOVER	5338.69	D361300	ANNA L GOLD	1707.67
D361301	KATRENA J SCHULZE	493.03	D361302	MATTHEW T SWANSON	1561.04
D361303	ANTHONY VALENZUELA	1413.63	D361304	CANDY G WILDER	1840.33
D361305	STEVEN F ANDREWS	2256.97	D361306	TERENCE S CHANG	2320.06
D361307	VERNA L ESPINOZA	1864.80	D361308	CESAR GALLO	2552.46
D361309	ERNIE E HINGCO	1664.77	D361310	GEOFFREY A KLOESS	3220.92
D361311	RACHOT MORAGRAAN	3508.21	D361312	NOEL J PROFFITT	3128.34
D361313	ANAND V RAO	4039.28	D361314	JOSEPH M SCHWARTZ	2756.12
D361315	ROD T VICTORIA	2046.44	D361316	TERREL KEITH WINSTON	3464.87
D361317	POLICE ASSN	16005.35	D361318	SO CAL CREDIT UNION	45230.00
D361319	SOUTHLAND CREDIT UNION	4251.94	W2670	GREAT WEST LIFE 457 #340	95120.51
W2671	GREAT WEST LIFE OBRA#340	2583.38	W2672	INTERNAL REVENUE SERVICE	288671.16
W2673	EMPLOYMENT DEVELOPMENT D	85077.99			

**** PAGE TOTAL = 703481.28

TOTAL CHECK PAYMENTS	30	34,249.60
TOTAL DIRECT DEPOSITS	611	1,441,248.85
TOTAL WIRE PAYMENTS	4	471,453.04

GRAND TOTAL PAYMENTS	645	1,946,951.49

Checks #183921 thru #183950, and Direct Deposits #D360709 thru #D361319, and wire #W2670 thru #W2673 presented in the Payroll Register submitted to the Garden Grove City Council 25 FEB 2020, have been audited for accuracy and funds are available for payment thereof.


 PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution revising the monetary penalties for violations of Vehicle Code and Municipal Code Parking Regulations. (<i>Action Item</i>)		
		Date:	2/25/2020

OBJECTIVE

For the City Council to adopt a resolution adjusting the penalties for Vehicle Code and Municipal Code parking violations.

BACKGROUND

In 2008, the City Council adjusted street sweeping parking fines due to increased costs for street sweeping. In 2009 and again in 2013, parking fine amounts were increased due to state legislation (SB 425, 1407 and 857) mandating certain fees to be imposed on parking citations to be remitted to the state and county related to courthouse construction and operation funds. All revenue from parking citations not remitted to the state or county is deposited into the General Fund.

DISCUSSION

In 2019, staff began the process of reviewing adjustments to parking violation fine amounts. After reviewing parking violation fines of surrounding cities, staff is proposing a 3.2% increase in parking citation fines, which is tied to the Consumer Price Index rate for Los Angeles - Orange County as of November 2019 (rounded up or down to the nearest dollar). Most of the increases are in the range of \$1 to \$3.

At the request of the Police Department, an increase of \$43.00 is proposed to the fine amount for parking without a permit near the Anaheim Convention Center from \$29 to \$72, which matches the same violation amount charged by the City of Anaheim.

Staff is also recommending the pass-through of costs for AB 503 indigent payment plans as allowed for in state law (\$5 per payment plan) and the pass-through of costs for additional collections methods at 30% of the total amount due (per the citation processing agreement).

FINANCIAL IMPACT

The increase in fine amounts will result in an increase of parking citation revenue deposited in the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing; and
- Adopt the attached Resolution adjusting parking citation fines.

By: Mark Ladney, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Parking Violation Fine Resolution	2/13/2020	Resolution	2-25-20_Parking_Violation_Fine_Resolution.pdf
Attachment 1: Proposed Parking Violation Fines	1/23/2020	Backup Material	Attachment_1_-_Proposed_Parking_Violation_Fines.xlsx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, REVISING THE MONETARY PENALTIES FOR VIOLATIONS OF THE CALIFORNIA VEHICLE CODE AND GARDEN GROVE MUNICIPAL CODE PARKING REGULATIONS FOR WHICH THE CITY ESTABLISHES FINE AMOUNTS

WHEREAS, the City Council of the City of Garden Grove has established monetary penalties for violations of the California Vehicle Code and Garden Grove Municipal Code parking regulations; and

WHEREAS, the City Council of the City of Garden Grove seeks to revise the monetary penalty for violations of the California Vehicle Code and Garden Grove Municipal Code parking regulations for which the City establishes fine amounts; and

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on February 25, 2020 and all interested parties were given an opportunity to be heard; and

WHEREAS, in adopting this Resolution the City Council of the City of Garden Grove is revising its monetary penalties for California Vehicle Code and Garden Grove Municipal Code parking violations, for which the City establishes fine amounts.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve as follows:

The monetary penalty for all California Vehicle Code and Garden Grove Municipal Code parking violations for which the City establishes fine amounts shall be increased and set as established in Attachment 1 hereto, incorporated herein by reference.

Fine Schedule			
Section	Description	Current Fine	Proposed Fine
9.08.40.140 (P)	VEH AS LIVING QRTS PROHIB-RES	\$87	\$90
9.08.40.140(L)	COMML VEH PARK/STOR IN RES ZNE	\$108	\$111
9.08.40.170(B2)	PK UNPAVED SURFACE-RESIDENCE	\$47	\$49
9.12.40.170(L)	COMML VEH PKG/STOR IN RES ZONE	\$108	\$111
9.12.40.170(P)	VEH AS LIVING QRTS PROHIB-CML	\$87	\$90
9.12.40.200(B2)	PK UNPAVED SURFACE-R2/R3 ZONE	\$47	\$49
9.16.40.140(L)	COMM/RECREATIONAL IN COMML ZNE	\$108	\$111
9.16.40.140(O)	VEH AS LIVING QRTS PROHIB-IND	\$87	\$90
9.16.40.170(B2)	PK UNPAVED SURFACE COMM/INDUST	\$47	\$49
9.16.240 J GGMC	PARKED ON FULLY PAVED SURFACE	\$47	\$49
9.16.240 N GGMC	VEH/CMPR/TRLR FOR SALE ON ST	\$47	\$49
9.16.240 O GGMC	NO REPAIR/GREASE/SERVICE ON ST	\$47	\$49
9.16.240(D) GGMC	PARKING FOR SALE PROHIBITED	\$47	\$49
9.16.240(L) GGMC	COM VEH PKD/STORED RES AREA	\$108	\$111
9.16.240(M) GGMC	COM VEH/CMPR/TRL COM SPACE	\$108	\$111
9.16.240(P) GGMC	USE CMPR/TRL/MBL HOME AS RES	\$47	\$49
9.16.270 B2 GGMC	PARKING ON UNPAVED SURFACE	\$47	\$49
9.20.39 GGMC	COMMERCIAL VEH PKG/STOR PROH	\$47	\$49
9.21.76C GGMC	PKG ON AN UNPAVED SURF PROHIB	\$47	\$49
9.21.79 GGMC	DISPLAY OF VEH FOR SALE PROHIB	\$47	\$49
9.24.020(E)GGMC	VEH AS LIVING QUARTERS - PROH	\$47	\$49
10.28.070(B)GGMC	OBEDIENCE TO BARRIERS & SIGNS	\$47	\$49
10.40.050 GGMC	REPAIR/GREASE VEH ON PUB ST	\$108	\$111
10.40.060 (A)	REMOVAL PKD VEH-PRM PURP ADVER	\$47	\$49
10.56.030 (6) MC	NO PARKING ANYTIME	\$47	\$49
10.56.030 E GMC	PARK TRLR ON ST/VISION OBSCRD	\$68	\$70
10.56.030 GGMC	STPG/STDG/PRKG PRO-SGN/RD CRB	\$47	\$49
10.56.030(1)GGMC	STPG/STDG/PKG W/I PARKWAY	\$47	\$49
10.56.030(2)GGMC	NO PARKING ANY TIME	\$47	\$49
10.56.030(5)GGMC	PKG/STOP-AREA CAUSING HAZARD	\$47	\$49
10.56.060 A GGMC	STPG/STDG/PKG MORE THAN 20	\$47	\$49
10.56.060(5)GGMC	STOP/STND/PRK OVER TIME LIMIT	\$47	\$49
10.56.060(B)GGMC	STPG/STDG/PRKG MORE THAN 1 HR	\$47	\$49
10.56.060(C)GGMC	STPG/STDG/PKG MORE THAN 2 HRS	\$47	\$49
10.56.060(D)GGMC	OTHER SPECIFIED TIME PKG	\$47	\$49
10.56.070(D)GGMC	PARALLEL PKD COM VEH BLK TRAFF	\$75	\$77
10.56.080(B)GGMC	FAILURE CONTAIN VEH MRKD SPACE	\$47	\$49
10.56.090(B)GGMC	FAILURE CONTAIN VEH MRKD SPACE	\$47	\$49
10.56.100 GGMC	PARKING IN EXCESS OF 72 HOURS	\$47	\$49
10.56.110(B)GGMC	PKG TRAILER EXCESS OF 24 HRS	\$108	\$111
10.56.110(C)GGMC	PKG COMM VEH GRTR 80IN WD	\$108	\$111
10.56.110A1 GGMC	PKG TRLR IN DARK ON NARROW ST	\$108	\$111
10.56.110A2 GGMC	PKG TRLR I/DARK NR PNTD LN LI	\$108	\$111
10.56.115 (A) MC	RV PKG WITHOUT VALID PERMIT	\$108	\$111

10.56.115 GGMC	RV PKG WITHOUT VALID PERMIT	\$108	\$111
10.56.115 RV(2)	RV PKG W/O PRMT-2ND IN YEAR	\$208	\$215
10.56.115 RV(3)	RV PKG W/OUT PRMT-3RD IN YEAR	\$508	\$524
10.56.120(B)GGMC	PKG ON CITY PROP WHERE PROHIB	\$47	\$49
10.56.130 GGMC	POSTED NO PKG PUBLIC PROPERTY	\$47	\$49
10.56.130(B)GGMC	NO PARKING-PUBLIC PROPERTY	\$47	\$49
10.56.135(B)GGMC	DISOBEYING AUTHORIZED ST SIGNS	\$47	\$49
10.56.140 GGMC	PARKING TO ADVERTISE	\$62	\$64
10.56.150 GGMC	NO PARKING ALLEY	\$47	\$49
10.56.160 GGMC	STPG/STDG/PRKG ON HIGHWAY	\$47	\$49
10.56.170 GGMC	PARKING WITHIN INTERSECTION	\$47	\$49
10.56.180 GGMC	VEH AS LIVING QUARTERS PROHIB	\$87	\$90
10.56.200 GGMC	STREET SWEEPING	\$51	\$53
10.56.210 (A) MC	PERMIT PARKING	\$29	\$72
10.56.210 GGMC	PERMIT PARKING	\$29	\$72
10.60.030 GGMC	STOP/STAND/PRK VIOL CURB MARKS	\$47	\$49
10.60.030(5)GGMC	STPG/STDG/PRKG VIOLTN CURB MRK	\$47	\$49
463 CVC	DEF OF PKG EXCLUDES LOAD/UNLD	\$33	\$34
4000 (A) CVC	EXP REG-\$10 W/PROOF ON TIME	\$68	\$70
4454 (A) CVC	COPY OF REGISTRATION	\$63	\$65
4457 CVC	LOST,STOLEN,ILLEGIBLE PLATES	\$33	\$34
4462 (B) CVC	UNLAWFUL USE OF REG.	\$63	\$65
5200 CVC	DISP PLATES-\$10 W/PRF ON TIME	\$33	\$34
5201 CVC	PLTS SECURE \$10 W/PROOF	\$33	\$34
5202 CVC	LIC PLT S/B ATTACHED \$10/PROOF	\$33	\$34
5204 (A) CVC	LIC TABS IMPROP DISP \$10 W/PRF	\$68	\$70
5204 CVC	LIC TABS IMPROP DISP \$10 W/PRF	\$68	\$70
5900 (A) CVC	OWNERSHIP TRANSFER W/IN 10 DYS	\$63	\$65
21113 (A) CVC	NO PARKING PUBLIC GROUNDS	\$42	\$43
21209 CVC	OBSTRUCTING BICYCLE LANE	\$47	\$49
21211 (B) CVC	PARK IN BICYCLE LANE	\$33	\$34
21458 (A) CVC	STOP/STAND/PARK PAINTED CURB	\$47	\$49
21458 (D) CVC	STOP/STND/PRK PNTD CRB LCL ORD	\$47	\$49
21461 (A) CVC	FAIL TO OBEY TRAFFIC CNTL DEV	\$58	\$60
22500 (A) CVC	PKG W/I INTERSECTION	\$42	\$43
22500 (B) CVC	PKG ON A CROSSWALK	\$42	\$43
22500 (C) CVC	PARKING AT RED CURB	\$42	\$43
22500 (D) CVC	2/I 15FT DRVWY ENTR. FIRE STN	\$42	\$43
22500 (E) CVC	FRONT PUBLIC/PRIVATE DRIVEWAY	\$42	\$43
22500 (F) CVC	PARKING ON A SIDEWALK	\$42	\$43
22500 (G) CVC	PARKING OBSTRUCTING TRAFFIC	\$42	\$43
22500 (H) CVC	DOUBLE PARKING	\$42	\$43
22500 (I) CVC	PKG LOADING/UNLOADING ZONE	\$258	\$266
22500 (J) CVC	PKG IN A TUBE OR TUNNEL	\$42	\$43
22500 (K) CVC	PARKING ON A BRIDGE	\$42	\$43
22500 (L) CVC	NO PARKING - WHEELCHAIR ACCESS	\$283	\$292
22500 CVC	NO STOPPING/STANDING/PARKING	\$42	\$43

22500.1 CVC	NO PARKING - FIRE LANE	\$64	\$66
22502 (A) CVC	PARALLEL W/I 18 INCHES OF CURB	\$42	\$43
22502 (E) CVC	PARKING ON CURB	\$42	\$43
22502 CVC	CURB PARKING	\$42	\$43
22504 (A) CVC	UNINCORPORATED PARKING	\$42	\$43
22505 (A) CVC	STATE HIGHWAY SIGNS	\$42	\$43
22505 (B) CVC	STATE HIGHWAY PARKING	\$42	\$43
22507.8 (A) CVC	DISABLED ZONE	\$283	\$292
22507.8 (A) CVC	PKD IN DISABLED SPACE	\$283	\$292
22507.8 (B) CVC	OBSTRUCTING DISABLED STALL	\$283	\$292
22507.8(C)(2)CVC	DISABLED ZONE	\$283	\$292
22514 (A) CVC	PKG W/IN 15FT OF FIRE HYDRANT	\$42	\$43
22514 CVC	PKG W/IN 15FT OF FIRE HYDRANT	\$42	\$43
22515 (A) CVC	UNATTEND VEH-BRAKES NOT/MTR ON	\$42	\$43
22515 CVC	UNATTENDED VEHICLE	\$42	\$43
22516 CVC	UNATTEND LCKD VEH-PERSON INSID	\$42	\$43
22517 CVC	OPEN DOOR ON MOVING SIDE	\$42	\$43
22519 CVC	REGULATION OF OFF-STREET PKG	\$42	\$43
22520 CVC	STOP ON FREEWAY	\$42	\$43
22521 CVC	PARKING UPON OR NEAR RR	\$42	\$43
22522 CVC	PKG W/IN 3FT OF SIDEWALK CUT	\$283	\$292
22523 (A) CVC	ABANDONED VEHICLE	\$108	\$111
24252 (A) CVC	LIGHTING EQUIP \$10 W/PROOF	\$33	\$34
24600 (E) CVC	BROKEN TAIL LIGHT \$10/PROOF	\$42	\$43
26706 (A) CVC	WINDSHIELD WIPER \$10/PROOF	\$33	\$34
26708 (A) CVC	OBJECT/MAT ON WINDOW-\$10 W/COR	\$33	\$34
26708.5 (A) CVC	TINTED MAT VEH WIN-\$10 W/CORR	\$33	\$34
26709 (A) CVC	REAR VIEW MIRROR-\$10 W/PROOF	\$33	\$34
26710 (A) CVC	DEFECT WNDSHLD/REAR WIND \$10PR	\$33	\$34
26710 CVC	DEFECTIVE WINDOW \$10 W/PROOF	\$33	\$34
27153 CVC	EXCESSIVE SMOKE-\$10 W/PROOF	\$33	\$34
27155 CVC	NO FUEL TANK CAP \$10 W/CORR	\$33	\$34
27465 (B) CVC	BALD TIRES USED \$10/PROOF REQ	\$33	\$34
28071 CVC	FRNT/REAR BUMPER REQ \$10/PROOF	\$33	\$34
41525 CVC	20 DAYS TO REGIS. FOREIGN VEH	\$63	\$65
92176 (D) GGMC	PKG ON AN UNPAVED SURFACE PROH	\$47	\$49
267085 (C) CVC	NOT VALID CODE-DO NOT USE	\$33	\$34
1056110 (A) GGMC	WIDE VEH (80IN) PRKG AT NIGHT	\$108	\$111
	Late Fee	\$28	\$28
	Extra Collections	n/a	30%
	AB 503 Payment Plan Processing	n/a	\$5

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Award contracts to Willdan and Wallace & Associates, Inc., to provide on-call construction inspection services. (Cost: \$500,000 per contract) (*Action Item*) Date: 2/25/2020

OBJECTIVE

To request City Council award a contract to Willdan and to Wallace & Associates, Inc., to provide on-call professional construction inspection services.

BACKGROUND

The Public Works Department, Engineering Services, relies on professional construction inspections to ensure compliance, quality control and quality assurance on capital improvement projects. The demand for construction inspections for the approved capital improvement projects completed in 2019 have depleted funding within the existing on-call construction inspection services contract. Due to the pending upcoming projects, Engineering Services staff has determined that based on the workload, there is necessity for two separate but equally qualified contractors to provide construction inspection services.

DISCUSSION

Staff solicited four (4) requests for proposals to construction management firms for on-call construction inspection services, and received responses from each. Each proposal was carefully evaluated and reviewed by Engineering staff, and it was determined that Willdan and Wallace & Associates, Inc., are best suited and capable in meeting the demands necessary to provide professional on-call construction inspection services for the City's capital improvement projects.

The following is a summary of the ratings:

CONSULTANT	Rater A	Rater B	Rater C	Rater D	Total
Wallace & Associates	172	174	173	164	683
Willdan	170	174	172	178	694

Psomas	160	159	164	153	636
4Leaf, Inc.	152	149	153	160	614

FINANCIAL IMPACT

There is no impact to the general fund. The contracts are in the amount of \$500,000 each. The services will be funded by the various projects requiring inspection services.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for professional construction inspection services to Willdan, in the amount of \$500,000, for a three-year term with two optional year extensions;
- Award a contract for professional construction inspection services to Wallace & Associates, Inc., in the amount of \$500,000, for a three-year term with two optional year extensions; and
- Authorize the City Manager to execute the contracts, including amendments to exercise two optional year extensions, provided sufficient funds are available, on behalf of the City.

By: Mark Uphus, Senior Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
WILLDAN AGREEMENT	2/10/2020	Agreement	WILLDAN_AGREEMENT_Draft-1-27-20_(1).docx
WILLDAN PROPOSAL	2/12/2020	Exhibit	2020_willdanprop.pdf
WALLACE AGREEMENT	2/10/2020	Agreement	Wallace_Assoc_AGREEMENT_Draft-1-27-20_(2).docx
WALLACE PROPOSAL	2/12/2020	Exhibit	2020_wallaceprop.pdf

CONSULTANT AGREEMENT

THIS AGREEMENT is made this **25th** day of **February** 2020, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Willdan, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated February 25, 2020
2. CITY desires to utilize the services of CONSULTANT to provide ON-CALL INSPECTION SERVICES
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:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5. There shall be an option to extend the performance period of this Agreement by an additional two-years, including the increase in compensation by \$250,000 (Two-Hundred Fifty Thousand Dollars). This Two-Year Extension shall be executed at the sole discretion of the CITY.
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. Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 Not to Exceed. Compensation under this Agreement shall not exceed **\$500,000.**

- 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.
- 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 \$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;
 - 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 CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

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 understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship

of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, 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:

Willdan
Attn: Chris Baca
2401 East Katella Ave., Ste. 300
Anaheim, CA 92806

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

Engineering:	City Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	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.

[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: _____, 2020

By: _____
City Manager

ATTEST

"CONSULTANT"

City Clerk

By: _____
Title: _____

Dated: _____, 2020

Dated: _____, 2020

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: _____, 2020

December 19, 2019

City of Garden Grove
Mark Uphus, Senior Civil Engineer
11222 Acacia Parkway
Garden Grove, CA 92842

Subject: Proposal for 2019 On-Call Inspection Services

The City of Garden Grove is seeking qualified firms with an outstanding reputation, capacity, knowledge, and proven track record to provide construction inspection services for various capital improvement projects for the City. Willdan Engineering has been providing construction management and inspection services to public agencies throughout California for 55 years. We are well suited to partner with the City of Garden Grove to achieve a fast-track approach for planned infrastructure and development projects. Willdan is especially qualified to provide construction inspection services to the City. Highlighted below are just a few of the advantages Willdan offers:

- **Local Knowledge.** Willdan is currently providing construction management and inspection services to the Cities of Laguna Niguel, Tustin, Newport Beach, Orange, Fountain Valley, Los Alamitos, and Brea. Through these services, we developed a keen understanding of Orange County and its municipal goals and objectives. Willdan's proposed team members – as well as our technical staff resources – are highly familiar with local policies and procedures, funding resources, and state and federal guidelines and standards. This knowledge and experience enable us to quickly initiate projects and respond appropriately to City staff.
- **Highly Skilled Contract Manager.** Mr. Chris Baca, RCI, CESSWI, offers over 36 years of construction management and public works experience. He has successfully managed municipal on-call construction management contracts throughout California.
- **Staffing Resources.** Our corporate-wide bench of staffing resources encompasses licensed and certified technical experts and specialists in construction management, construction observation, geotechnical engineering, and materials testing/inspection. We offer specialists in labor compliance, grant funding administration, public outreach coordination, civil and traffic engineering, and other disciplines including energy, financial, and homeland security. The breadth and diversity of the firm's expertise enables our construction management experts to draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets.
- **Knowledge of Government Agencies.** Willdan's knowledge of and familiarity with the requirements of Caltrans, Orange County Public Works, Orange County Transportation Authority Department of Public Works (LACDPW), Los Angeles County Community Development Commission (CDC), Department of Housing and Urban Development (HUD), and Los Angeles County Metropolitan Transportation Authority (Metro) are unmatched. In addition, Willdan is highly experienced in implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, the Americans with Disabilities Act (ADA), and the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR).

- **55-Year Track Record.** Willdan has extensive experience providing a complete range of engineering services to local agencies on an "as-needed" basis and for specific projects. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, airports, landscaping, and mapping. We provide professional services in all phases of project development, including site analysis and conceptual development; preliminary and final design; and construction observation and administration. We have direct experience with county, state, and federal processes, regulations, and requirements.

This proposal is valid for a minimum of 90 days. We look forward to partnering with the City of Garden Grove to assist in the successful completion of its current and future projects.

If there are any questions regarding this proposal, please contact Mr. Chris Baca, RCI, CESSWI, by mail at Willdan Engineering, 2401 East Katella Avenue, Suite 300, Anaheim, California 92806; by phone at (562) 908-6200 extension 6296, by cell phone at (310) 502-6335; or by email at cbaca@willdan.com.

Respectfully submitted,

Willdan Engineering



Chris Baca, RCI, CESSWI
Director of Construction Management and Inspection

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Section A – Company Background and Willdan Services

Brief Firm Background

Willdan Engineering (Willdan), a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.

The Willdan Team:

- *Delivers the combination of experienced, hands-on skills and perspective that ensures the City of Garden Grove receives high-quality services at a reasonable and competitive cost*
- *Conducts thorough review of project scope to avoid cost overruns*
- *Provides quick response to concerns or questions*
- *Trains staff to look ahead for potential project issues*
- *Provides regular financial progress reports to City staff*
- *Implements detailed, project-specific quality assurance procedures to maintain quality, provide proper quality control, and mitigate our clients' potential liability*

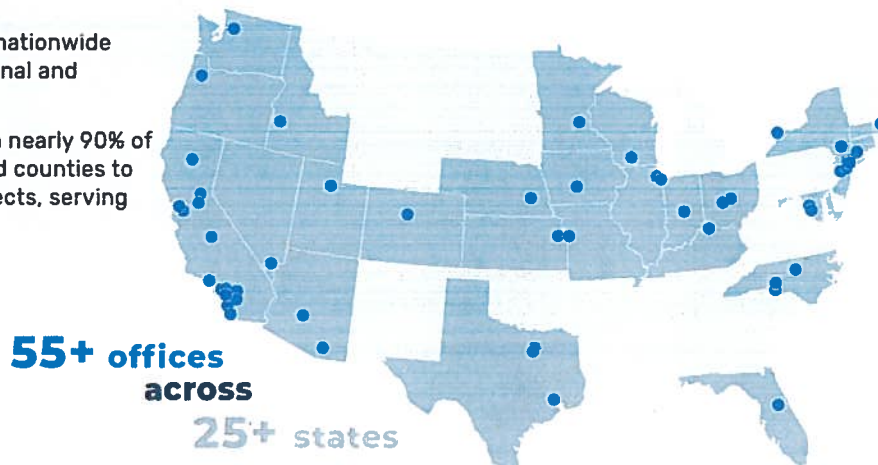
Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. Willdan has a vast background in city engineering, traffic engineering, building official staff augmentation, public works administration, development review, public works permitting and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, assessment districts, funding plans, safe route planning, facility master plans, and environmental review documentation.

Throughout our 55 years, Willdan has and continues to maintain a strong financial balance sheet and has the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering an expanding range of municipal services. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at www.willdan.com. There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc., that would impede Willdan's ability to provide services to the City of Garden Grove.

ABOUT WILLDAN

Willdan is a leading, nationwide provider of professional and consulting services.

We have worked with nearly 90% of California's cities and counties to deliver 13,000+ projects, serving over 3,400 clients.





Willdan Engineering Services

Willdan is prepared to provide the City of Garden Grove with On-Call Construction Inspection services. We can also provide Construction Management, Labor Compliance, Geotechnical, Constructability Review, Public Outreach, and Federal Grant Administration as optional services upon City request.

Construction Management and Inspection

Willdan provides expertise in all areas of project management, construction management, construction contract administration, construction inspection and observation, constructability review, grant funding administration and compliance, labor compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.



Our resident engineers, construction managers, and construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided.

Willdan fosters and instills a corporate culture of **Customer-First** among our staff and in our day-to-day work environment. Our customer-focused philosophy is particularly evident when dealing with complex situations and difficult challenges that are hard to resolve.

On-Call Construction Inspection Expertise

Willdan has an extensive history of providing on-call construction management and inspection services to municipalities throughout California. We have broad expertise and experience with large and small public works improvement projects involving a myriad of construction improvements such as street reconstruction and rehabilitation, roadway widening, sewers, waterline, drainage, utility relocation, traffic signal, street lighting, parks, slurry seals, and other related improvements. Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and deliver an end product our clients envision and embrace.

On-Call Experience Key Advantages:

- Willdan's history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner
- Delivers the combination of experienced, hands-on skills and perspective that ensures the City receives high-quality service at reasonable and competitive cost
- Assures that, in hiring Willdan, clients benefit from the expertise, experience, and professionalism needed to be successful in delivering high-quality projects and services on time and within budget





We begin our approach by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence in service
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

Willdan also understands the unique aspects of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract
- Project demands can fluctuate resulting in additional or reduced needs for deployment of staff

Optional Services

Construction Management and Contract Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work complies with applicable federal funding requirements, LAPM, and the contract documents.

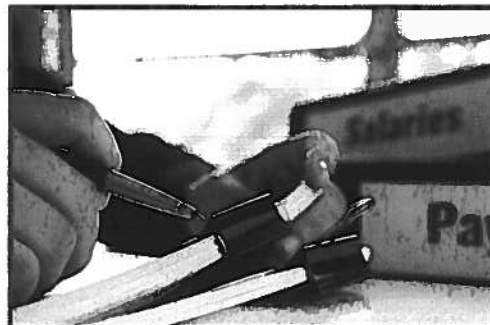
Willdan's construction manager and public works inspector(s) coordinate and work proactively to assist the general contractor's construction efforts. They maintain fluid channels of communication with the Agency's design consultants to technically support the construction effort and the efforts of the Agency in achieving a successful completion with minimum complications. Once construction has begun, Willdan monitors methods and progress to ensure the project is constructed per the plans and specifications.

Our team members possess experience using BOX and provide required reports utilizing this system or in accordance with City's direction.

Additionally, our resident engineer/construction manager will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straightforward, and accomplished with a minimum of issues.

Labor Compliance Services

Willdan has provided Labor Compliance services for over 25 years. Our team can assist the City in compliance with applicable Federal, State, County and local labor laws. Our labor compliance staff members have completed monitoring and enforcement assignments for public agencies throughout California. Of particular note is our





expertise and experience with local Southern California cities such as Highland, Pomona, South Pasadena, Downey, El Monte, Hawaiian Gardens, Inglewood, La Puente, Lakewood, Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, Venice Beach, and Whittier. Willdan's Labor Compliance Management process has been perfected through continual reviews and updates. It maximizes efficiency and minimizes costs while optimizing client comfort. We provide contractor support by phone and email to insure a smooth process throughout the project.

Material Testing/Geotechnical Engineering Services

Willdan provides the full gamut of geotechnical studies, engineering geology, and materials testing and inspection services. These services include subsurface exploration, geologic and seismic hazard assessment, soil testing, engineering analysis and design, construction support, and special studies. Willdan's soils and materials testing laboratory is licensed by the City of Los Angeles and certified by DSA and Caltrans, and participates in the AMRL and CCRL proficiency programs. We have provided material and foundation reports per Caltrans' guidelines for numerous projects.



Constructability Review

Our construction management team can perform a constructability review of the plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor's schedule, and applicable requirements for federal funding and reimbursement submittals. They can also review the SWPPP to confirm that the contractor's plan meets QSP/QSD requirements and that all required storm water permits are in place.



Public Outreach

Our Community Outreach Program has proven effective and valuable for the last 55 years. Our Public Outreach Coordinators provide greater understanding of the City's cause to the general public, residents, and businesses. Willdan has experience conducting Community Outreach Programs to address any concerns and help gain buy-in to support a project. We help clients fulfill their mission to serve the community. In order to engage and educate the community, typically, our efforts begin by identifying key stakeholders in the project area and preparing and distributing mass mailers describing the project's scope, timeline, and expected results. We conduct community workshops and town hall meetings to inform the public of project details and address the public's concerns/ideas. If needed, Public Outreach Coordinators visit impacted business owners to listen, acknowledge concerns, and strive to find solutions addressing these concerns without negatively impacting project completion. Willdan is available to act as liaison between the City and community partners to further the goals of the project.





Federal Grant Administration

Willdan is thoroughly familiar with regulations pertaining to expenditures of federal, state, county, and local funds, including:

- Arterial Highway Rehabilitation Program (AHRP)
- Surface Transportation Program Local (STPL)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)
- Community Development Block Grant (CDBG)
- Highway Bridge Program (HBP)
- State Gas Tax; Hazard Elimination Safety (HES)
- Highway Safety Improvement Program (HSIP)
- Various other grant and funding sources



This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. We have worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.

In addition, Willdan has experience preparing and processing various Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. Willdan has assisted local agencies at various stages of state- and federal-funded projects from the initiating request to final invoicing. Our team stays apprised of revisions to the Local Programs Procedures (LPPs) procedures and forms in the Local Assistance Procedures Manual.

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Together with our grant funding administration experience, our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.





Section B – Project Understanding, Approach and Scope of Work

Project Understanding

Willdan understands that the City of Garden Grove is seeking firms to provide construction inspection services to meet quality control needs for the City's capital projects.

It is our understanding that the City will choose two consultants to perform this work and the work will generally comprise of street improvement, storm drain, water, sewer, and/or traffic signal projects.

Willdan understands that the City's workload may vary over time, there may be periods of little work and periods of a large amount of work requiring multiple inspectors.



Willdan can meet the demands of the City's project schedule and can accommodate multiple inspectors should multiple inspectors be needed for the project. We have a large pool of 39 Inspectors with a multitude of knowledge and experience able to assist the City's varying needs while minimizing the impact to the City's capital improvement budget.

Willdan understands that the projects are administered using Caltrans Standard Specifications and water and sewer projects use the "Greenbook." Willdan's proposed team members have wide-ranging experience handling complex public works projects, including those administered by Caltrans. Willdan has detailed knowledge of the current Local Assistance Procedures Manual and can provide project management from the funding procurement stage through project close-out. Though we work under the Caltrans Specifications for the great majority of our contracts, frequently we provide the same services under the "Greenbook" APWA standards.



The Willdan Construction Management and Inspection team has extensive knowledge of Caltrans guidelines. Our proposed team has participated in over 100 successful Caltrans audits and has success managing all types of specially-funded projects.

Project-Specific Goals

Willdan's goals for each awarded project include:

- Ensuring Project Success – Provide City and contractor with constant feedback affecting project
- Community Enhancement – Monitor project for conformance to City's high standards
- Impeccable Recordkeeping – Maintain construction files pursuant to City, Willdan, and Caltrans Resident Engineering Manual
- Rigorous Budget Control – Provide weekly budget updates to City Project Manager
- Maintain Schedule – Provide weekly schedule updates and ensure contractor complies with project schedule requirements
- Resident and Business Satisfaction – Provide periodic updates to businesses and residents affected by the project and ensure project is well maintained and project traffic controls are installed per project plans, MUTCD, and City requirements





Project Approach

Willdan's approach to construction inspection starts with assigning the construction inspector. Our management team will work closely with the City's Project Manager to assign the most qualified individual to each project.



Our construction inspection services are to be performed in accordance with the provisions of the project specifications, City standard plans, Caltrans Specifications, Greenbook, and Public Works Inspector Manual.

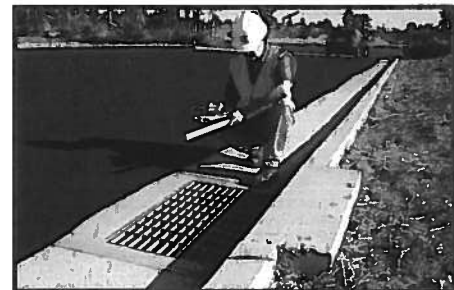
To achieve the aforementioned goals, Willdan's approach to inspection and management of the City's construction projects includes:

- Thorough review of project specifications and plans
- Initial set-up of project-specific construction management files
- Identifying and addressing key project issues prior to start of construction
- Agreement on project-specific quality assurance program
- Arranging the preconstruction meeting and processing RFIs and submittals
- Maintaining detailed project records and providing weekly/monthly reports
- Arranging weekly project meetings to review and address project issues
- Providing qualified inspectors to closely monitor contractor's work and progress
- Providing detailed inspection reports of contractor's daily activities
- Responding to resident and business complaints and questions
- Providing final project close-out documents conforming to City, Willdan, and Caltrans auditing requirements

Methodology

Willdan's construction management and inspection team strives to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the City's Project Manager's and/or contractor's attention
- Dealing with issues in a professional, straightforward fashion and a solution-based focus



Our team is trained to firmly, confidently, and professionally discuss unacceptable work practices or unsafe conditions with the contractor. We offer constructive recommendations and always try to achieve cooperation from the contractor.

Our approach to issue resolution is to:

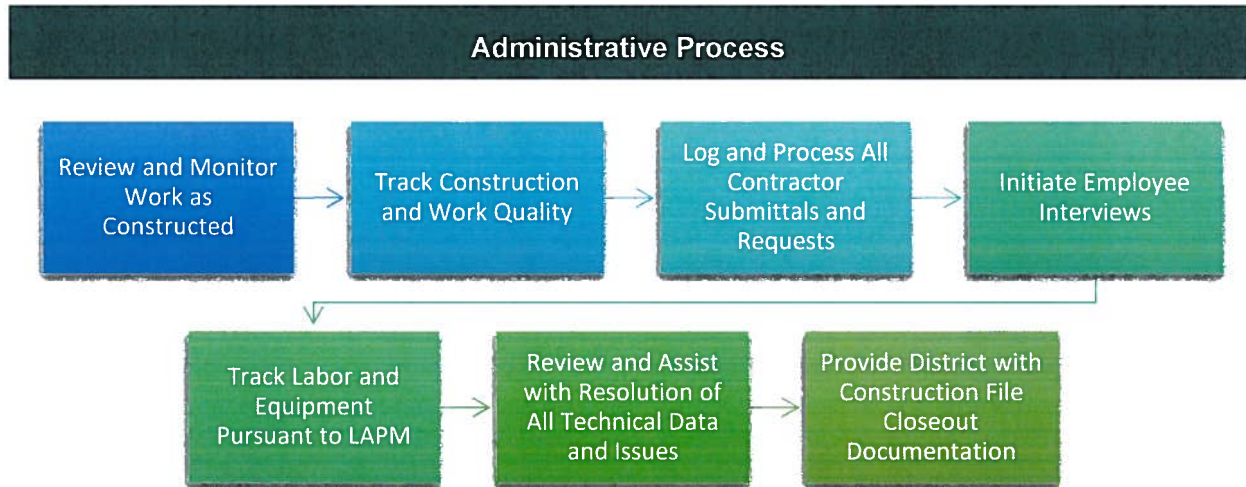
- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City's Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.





Once construction has begun, Willdan will monitor methods and progress to ensure the project is constructed per the plans and specifications:



Key/Critical Issue Identification



There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for permit inspection is necessary to have effective mitigation of future maintenance issues.
- Schedule and cost management are priority areas for Willdan's inspection team. Our team provides weekly and monthly reports detailing costs to date and projected final cost estimates.
- A project-specific quality assurance program is essential on complex projects to maintain orderly, cost-effective, and comprehensive materials quality control.

Project Controls

Budget Control

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.





City Liability Mitigation



Our staff understands the importance of accurate documentation and filing to ensure that the City is protected from liability. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City's potential liability, our inspection staff is provided with detailed check sheets for a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety



Willdan's in-house seminars include WATCH Manual and MUTCD compliance, storm water abatement and QSP/QSD training, materials testing and placement, and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

Contractor Compliance



Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with City compaction standards by working with the City's approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab.

Project-Specific Quality Assurance Plan



Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan's Resident Engineer/QA Assurance Manager, Mr. Mike Bustos, PE, ENV SP, will prepare project-specific quality assurance plans and oversee their implementation and use throughout the term of each project. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule

Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 25 years ago.

Our construction management and inspection staff offer long-term expertise with:

- Caltrans design procedures
- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Local Assistance Program Guidelines (LAPG)
- Caltrans Standard Plans and Specifications
- State regulatory requirements



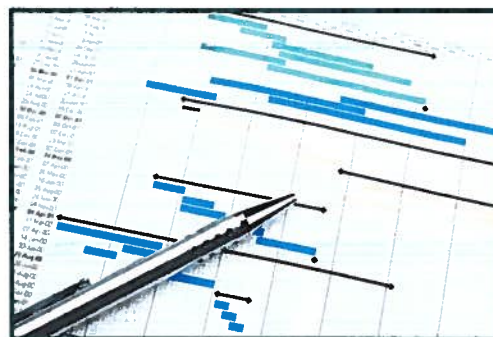


- Investigate constructability
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project-specific documentation.

Scope of Services/Work Plan

One of the keys to avoiding construction issues is to begin with a well-defined work plan. Willdan will devise a construction inspection work plan for each of the City's projects to provide for any scope required – from simple inspection to complete program and construction management, including design team oversight and management; general contractor's contract administration; project scheduling, budget and controls; building and public works inspections; and materials testing compliance, if requested. As part of our project-specific quality assurance program as described in the Project Controls subsection of Project Management, upon receipt of a task order, our contract manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and project schedule. The work plan will provide definitive direction to the project team as agreed to by the City of Garden Grove. At a minimum, the plan will address project team meetings, effective communication mediums, and scheduled quality control processes.



The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution.

The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution.

Presented herein is Willdan's typical project work plan for Construction Inspection/Public Works Observation. Upon request, Willdan can provide additional services for constructability review and resident engineering. Because our standard procedures already incorporate Caltrans standards and manuals, our typical work plan is fully compliant with requirements for federally funded projects without any adjustment to our normal construction management and inspection processes. As presented in the previous section, Willdan will develop a work plan that is specific to each project awarded.

Task 1 – Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Prior to project start, track survey monument and tie preservation/replacement.
5. Verify that contractor conforms to design survey line and grades.
6. Attend weekly progress meetings with resident engineer, contractor, and subcontractors.



7. Provide full-time and as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
8. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.
9. Assist City's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review.
10. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
11. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
12. Log, track, review, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
13. Conduct daily measurements of quantities of work with contractor.
14. Review actual contractor performance throughout day and discuss discrepancies with contractor as they occur.
15. Assist in coordination of engineering support, surveying, special inspections, and field work by utility companies.
16. Ensure compliance of Underground Service Alert notification/delineation.
17. Evaluate contractor's operation and production with respect to quality and progress and report to resident engineer.
18. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
19. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
20. Maintain copies of all permits needed to construct project and enforce special requirements of each.
21. Prepare and maintain detailed daily diary inspector reports on construction progress.
22. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
23. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
24. Review construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of work.
25. Analyze delays and review claims on timely basis; make recommendations to construction manager.
26. Assist with review and evaluation of change order work.
27. Provide complete measurements and calculations documented to administer progress payments.





28. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
29. Prepare punch list at substantial completion and follow up with contractor on correction progress.
30. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
31. Prepare documentation for final payment to contractor.
32. Upon project completion, provide finished set of project workbooks to City.



Sample documentation of our daily inspection reports, statement of working days, and quantity sheets have been provided in the Appendix of this Proposal for the City of Garden Grove's consideration.

Task 2 – Project Closeout

1. Review, finalize, and transmit the contractor's approved record drawings (as-built) to the City.
2. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
3. Secure and transmit required guarantees, affidavits, releases, waivers, and operation manuals to the City's Project Manager.
4. Finalize contract bid items, claims, change orders, and punch list items.
5. Prepare documentation for final payment to the contractor.
6. Provide a redline set of as-built plans and prepared as-built drawings.
7. Prepare all final reports including report of completion for acceptance of the project.
8. Finalize and deliver all construction files to the City ready for archiving in both electronic and hard copies.
9. Address any unresolved issues, including, but not limited to, change orders, claims, etc.
10. Complete documentation required by various funding sources and other regulatory authorities.

Our Clients Are Our Priority

- *Thorough review of project bid items to avoid cost overruns*
- *Quick response to resident and business complaints or questions*
- *Field staff trained to look ahead for potential project issues*
- *Regular financial project reports provided to City staff*
- *Detailed check sheets maintain quality, provide proper quality control, and mitigate our clients' potential liability*

Deliverables

- **Daily Logs.** Willdan's inspection personnel will provide detailed daily logs at the end of each work week.
- **As Built Plans.** As-built plans will be provided on a weekly basis with final plans submitted within five days after cessation of work.
- **Quantity Sheets.** Quantity sheets to support progress payments will be submitted monthly and will include Willdan's payment recommendations.
- **BMP Reports.** BMP reports will be submitted with the daily reports.
- **Final Construction Inspection Files.** The final construction inspection file will be submitted with 15 days after cessation of work.





Task 3 – Constructability Review (Optional)

1. Conduct a thorough review of the construction plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor's schedule, and applicable requirements for federal funding and reimbursement submittals.
2. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
3. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
4. Verify through in-house design support consultation that each identified item of concern is interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
6. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.

Task 4 – Resident Engineering (Optional)

1. Conduct thorough review of soils report, construction plans, and specifications and review schedule section of proposed project specifications for conformance with Caltrans standards.
2. Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections.
3. Review project quantities and bid items and review engineer's estimate of work.
4. Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting, including DBE good faith efforts if applicable.
5. Confirm that the contractor's SWPPP plan meets QSD/QSP requirements and all storm water permits are in place.
6. Verify that method for determining weather-related construction delays is included in contract.
7. Verify that specifications include appropriate language requiring on-the-job training.
8. Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look-ahead schedule.
9. Revise City's boilerplate specifications to include requirement for contractor to submit conditional releases with each progress payment request and unconditional releases with final payment request.
10. Provide thorough review of construction schedule.
11. Attend prebid site meeting.
12. Coordinate design revisions, requests for information (RFIs), and other appurtenant work with City's design consultant.
13. Attend bid opening.
14. Review three lowest bids and DBE good faith efforts.
15. Verify low bidder's qualifications and prepare bid summary, contract award recommendation, and notice of award.

Task 5 - Public Outreach (Optional)

1. Prepare and distribute informational flyers to residents and business owners within the project area prior to, at project midway, and near project completion, advising:





- Scope of project and timeline
 - Estimated completion days
 - Possible impact to surrounding area(s)
 - Suggested measures business owners / residents can adopt
 - If applicable, traffic control measures taken to minimize construction impacts to business owners / residents
 - If applicable, maps of detours will be provided
 - Construction operations that may affect ingress and egress to particular properties
2. Setup a 24-hour telephone number to receive questions/concerns from community partners. Willdan will respond to question/concerns within 24 hours, or in the case of a weekend, on the next business day. Provide the City with periodic updates in the form of a log depicting the details of the issue and resolution.
 3. Hold informational meetings with area residents and business owners, consisting of two meetings prior to construction and one meeting during construction.
 4. Ensure establishment of detours and access to businesses, resolving any issues arising from detours.
 5. Create Social Media pages (Facebook and Twitter) for the project allowing community partners to make comments and express concerns regarding the project.

Task 6 – Construction Management (Optional)

1. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
2. Prepare construction file. A copy of Willdan's LAPM file checklist can be provided upon request.
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents and LAPM.
8. Log, track, review, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit to contractor and City.
15. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
16. Establish and conduct weekly construction progress meetings to:





- Resolve all old business issues to maximum extent possible
- Address all items of new business as presented by any party
- Review project schedule and address any deviations
- Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
- List status of construction items recently undertaken or ongoing
- List planned construction items for next two weeks (two-week look ahead schedule)
- Review SWPPP issues
- Review contractor's safety program

A sample of Willdan's weekly meeting minutes can be provided upon request.

17. Prepare minutes for weekly construction progress meeting.
18. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
19. Evaluate and respond to contractor's requests for clarification of plans and specifications.
20. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
21. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
22. Perform quantity, time, and cost analyses required for negotiation of contract changes.
23. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
24. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
25. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.
26. Monitor materials documentation and testing results and enforce corrections.
27. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.
28. Monitor preparation of punch list at substantial completion and follow up.
29. Routinely review construction files to ensure conformance to City standards and good construction management practices.
30. Ensure City receives as-built set of drawings at completion.
31. Assist City with stop notices and release of retention.
32. Provide memorandum of clearance to issue notice of completion.
33. Finalize and deliver all construction files and supplies to City for their records.

Task 7 – Geotechnical and Materials Testing (Optional)

1. Attend meetings, as needed, with project team.
2. Review existing geotechnical reports and project plans and specifications.
3. Observe and test during clearing and grubbing, grading, shoring installation, foundation excavation, site utility trench backfilling, and subgrade preparation.
4. Perform laboratory testing.
5. Provide continuous soils engineering support during construction.
6. Provide certified reinforced concrete inspector during reinforcing steel placement and all structural concrete placement.





7. Verify compliance with approved project plans, specifications, and applicable code requirements.
8. Sample and test concrete for compressive strength.
9. Provide certified reinforced concrete inspector during placement of any epoxy/anchors and screw anchor placement.
10. Inspect placement of any epoxy/anchors and screw anchor placement for compliance with plans and specifications.
11. Monitor placement of any epoxy/anchors and screw anchor placement.
12. Provide qualified technician as required for concrete placement and as inspector backup for large or elevated pours and torque testing.
13. Sample and test concrete/for slump, temperature, compressive strength, and sampling rebar for testing, if required.
14. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
15. Submit reports/updates of ongoing tests; i.e., seven-day and off-schedule breaks.
16. Submit final report of completed laboratory tests; i.e., 28-day results for concrete.
17. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

Task 8 – Utility Coordination (Optional)

1. Send utility notice of preconstruction meeting to affected utility companies and agencies.
2. Review scope of work for possible conflicts with utility companies.

Task 9 – Labor Compliance (Optional)

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on Federal List of Parties Excluded (debarment list).
4. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.
6. Receive and review labor compliance documentation from inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
7. Follow up with contractor by telephone and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.





12. Submit complete federal labor compliance file to City for retention (federal labor compliance files are to be retained for period of not less than three years).

Task 10 – Funding Submittals for Federally Funded projects through Caltrans (Optional)

1. Send copy of notice of preconstruction meeting to Caltrans.
2. Prepare local agency contract award checklist.
3. Prepare detail estimate and summary and finance letter based upon low bid.
4. Obtain from contractor Local Agency Bidder –DBE Commitment (construction contracts) and Local Agency Bidder – DBE Information (construction contracts) based upon low bid.
5. Prepare resident engineer's construction contract administration checklist to help local agency with administration of federal-aid project.
6. Submit to Caltrans DLAE Item Nos. 2 through 5 along with City-provided data for engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and as-advertised plans and specifications.
7. Prepare progress invoice at least every six months based upon contractor's contract progress reports and submit to Caltrans DLAE.
8. Prepare federal report of expenditures letter and report of expenditures checklist based upon statement of working days.
9. Prepare local agency final inspection form to initiate Caltrans' jobsite review and verification of project completion.
10. Prepare materials certificate for resident engineer's signature to show that results of tests on acceptance samples indicate materials incorporated in construction work and construction operations controlled by sampling and testing conformed with approved plans and specifications.
11. Prepare final invoice, final detail estimate and summary, and change order summary Caltrans exhibit forms based upon contractor's final contract progress report.
12. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach Final Report – Utilization of DBE, First Tier Subcontractors and DBE Certification Status Change to initiate timely project closure and payment.
13. Following receipt of final payment check from State Controller's Office, include documents and submittals in federal funding file, and make PDF-formatted file on CD for City.

Deliverables (for Optional Services)

- **Constructability Review.** Willdan will provide requested reviews within five business days of the notice to proceed.
- **Preconstruction Minutes.** Willdan's Resident/Engineer Construction Manager will provide the preconstruction meeting minutes within three working days of the meeting date.
- **Weekly Report.** Detailed weekly reports will be submitted at the end of each work week.
- **Monthly Report.** The required monthly report will be submitted with the monthly progress payment.
- **Progress Payments.** Payments will be submitted monthly and will include Willdan's payment recommendations.
- **Material Testing Results.** Material testing field notes will be provided weekly basis and final reports will be submitted with the monthly report.
- **Final Construction Management Files.** The final construction management file will be submitted with 15 days after cessation of work.





Section C – Personnel Qualifications

Staff Skills

Training and Certifications

Willdan's inspectors are trained to provide construction inspection on a project-by-project basis. Each project has its own set of needs that must be met with the goals of anticipating potential conflicts/issues before they arise through continual review of plans, specifications, contractor schedules, and other documents. Willdan recognizes that our employees are our most important resource. We provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Willdan uses various tools to successfully retain high-performing staff. Monetary incentives, including bonuses, to show appreciation of exemplary performance are provided annually based upon specific parameters. Providing tuition reimbursement for staff to obtain or earn further academic credentials is another tool we successfully utilize to encourage professional development and, thus, ensure that staff continue to provide exemplary service. Willdan's staff members receive tuition reimbursement to complete Bachelor's and Master's degrees and attend seminars and extension courses to further develop their skills. We encourage staff to obtain professional licenses and credentials to enhance their capacity to serve our clients. We pay for courses to prepare for examinations and certifications such as PE, QSP/D, CESSWI, ENV SP, ACIA, or APWA certifications and reimburse staff for certification or license renewals.



Specific to our construction management and inspection staff, Willdan conducts bi-annual in-house seminars, including WATCH Manual and MUTCD compliance, storm water abatement and QSP/QSD training, materials testing and placement, and mass grading. These seminars have all been conducted by Willdan registered engineers who are experts in their respective fields.

Inspection Certifications



Our inspectors are provided with an outline of performance standards that each inspector is required to meet and uphold. Most of our inspectors have American Construction Inspectors Association certification and attend regular seminars, college courses, and in-house presentations to keep current on construction technologies. Inspectors are required to provide proof of certifications and Willdan assists with payment of the certification/license fees. Many of Willdan's inspectors have obtained their QSP, ACIA, or APWA certifications through this reimbursement program. Our inspectors are encouraged to participate in online safety classes conducted by Click-Safety and attend special in-house training from our traffic professionals on traffic control safety.

Safety Training

Onsite project safety is of paramount importance to Willdan, our clients, general contractors and their subcontractors, and communities we serve. As part of our corporate philosophy, Willdan makes every effort to provide training opportunities for our construction management/inspection office and field personnel. This includes Cal OSHA construction safety requirements, claims control, and project scheduling. Willdan provides online Cal OSHA safety training for each of our inspectors through Click-Safety online training courses. Every inspector must obtain, at minimum, their 30-hour OSHA certification and are encouraged to continue their safety education by enrolling in any Click-Safety applicable construction safety training course. In addition to on-line safety training, Willdan provides bi-annual in-house safety training to each of our inspectors, construction managers, and on-site personnel.





Project Team Identification

Willdan's Contract Manager, Mr. Chris Baca, RCI, CESSWI, has assembled a proposed team of highly qualified individuals with extensive expertise in resident engineering, construction management, inspection, labor compliance, materials testing, and utility coordination. The organization chart contained herein identifies our project team members and their roles. The chart further illustrates the communication and reporting relationships among our team members. This is far from an exhaustive list of our staffing resources and is shown to assist the City in evaluating our staff.

Contract Manager Qualifications

Chris Baca, RCI, CESSWI	Project Role:	Office Location:
	Contract Manager and Public Outreach Lead	Industry
Summary Profile:		
<ul style="list-style-type: none">BS, Public Administration, California State University, FullertonPublic Works Inspection, California State University, Los Angeles ExtensionAsphalt Paving, Contract Administration and Change Orders for Federally Funded Projects SeminarsInspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars	<ul style="list-style-type: none">Registered Construction Inspector, Division IV, Public Works, California No. 4161Registered Construction Inspector, Division I, Engineering, California No. 5161Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc. No. 295736 Years of Experience	
Municipal Agency Experience:		
<ul style="list-style-type: none">Contract Manager – On-Call Inspection, City of Long BeachContract Manager – On-Call Public Works Inspection, City of Laguna NiguelContract Manager – On-Call Public Works Inspection, City of TustinContract Manager – On-Call Water Services, Liberty UtilitiesProject Manager – Elizabeth Reservoir, Booster Station and Well No. 29, City of South Gate		

Mr. Chris Baca, RCI, CESSWI, will be responsible for implementing our proposed services. Mr. Baca has extensive experience in the construction management and inspection of large-scale public works projects. He will supervise, manage, and coordinate field personnel and their activities to ensure that all project requirements are met. He supervises a staff of 39 full-time managers/observers and a number of on-call observers; he will monitor the activities of the construction inspection team assigned to this project to ensure that project construction files and documentation are complete.



Mr. Chris Baca, RCI, CESSWI, is completely committed to delivering high-quality services and providing the staffing and resources required to keep this project on schedule. Our inspectors will be committed to the project once assigned.

In order to ensure we meet this commitment; we prepare labor projections for all of our projects. Projections are made for each individual task and then aggregated by the division/regional manager to produce division/office-wide labor needs and to identify shortages or surplus.

Labor planning for all projects will be done on an individualized basis. The contract manager will identify the names of the people required to complete each outstanding task and calculate the hours for each person. This will be entered on our project staffing requirement form on a weekly basis. For activities that do not require a specific person, this estimate will be done on a position basis. Project staffing assignments will be made with a view to matching the experience of personnel with the degree of project complexity. Because resources are often shared within or among divisions, our project managers are involved in staff workload projections.





Key Staff

Mike Bustos, PE, ENV SP	Project Role:	Office Location:
	Resident Engineer and QA/QC Manager	Ventura

Summary Profile:

- BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo
- Civil Engineer, California No. 73173
- Caltrans Resident Engineer Academy
- Envision Sustainability Professional, Institute for Sustainable Infrastructure
- 19 Years of Experience

Municipal Agency Experience:

- Construction Manager/Resident Engineer - Elizabeth Reservoir, Booster Pump Station, and New Well No. 29, City of South Gate
- Resident Engineer - Water Infrastructure Reliability Project, City of Santa Monica
- Resident Engineer/QA/QC Manager - Bastanchury Roadway Widening, City of Yorba Linda
- QA/QC Manager - Miscellaneous Alleys Projects and Cliffwood Industrial Park, City of Brea
- Resident Engineer/QA/QC Manager - Firestone at Paramount Intersection Improvements, City of Downey

Jason Brown	Project Role:	Office Location:
	Construction Manager and Public Works Observation Lead	San Bernardino

Summary Profile:

- Public Works Inspection, Fullerton Community College
- Construction Inspector, California No. 5510
- Construction Inspector, California No. 5510
- Construction Inspector, California No. 5510
- Construction Inspector, California No. 5510

Municipal Agency Experience:

- Construction Manager - On-Call Inspection, City of Long Beach
- Construction Manager - Cedar SR25 Project, City of Rialto
- Construction Manager - Paramount Boulevard Water System Improvements CIP 18-17, City of Downey
- Construction Manager - Traffic Signal Linden and Riverside Avenues, City of Rialto
- Construction Manager - Arterial Street Resurfacing FY 2017, City of Paramount

Jane Freij	Project Role:	Office Location:
	Labor Compliance Manager	Industry

Summary Profile:

- BA, Linguistics, University of Kansas
- Attorney Assistant Training Program, Litigation/Corporations, University of California, Los Angeles
- 25 Years of Experience

Municipal Agency Experience:

- Third-Party Labor Compliance Officer – Mesa Water District Facility Improvements, City of Costa Mesa
- Labor Compliance Manager - Water and Sewer Improvements, City of Grover Beach
- Labor Compliance Officer – La Brea Avenue Pavement Reconstruction, Phases II and III, City of Inglewood
- Labor Compliance Officer – Orange County Great Park, City of Irvine
- Third-party Labor Compliance Officer– Orange County Animal Care Facility, City of Tustin

Mohsen Rahimian, PE, GE	Project Role:	Office Location:
	Geotechnical Engineer/Material Testing	Anaheim

Summary Profile:

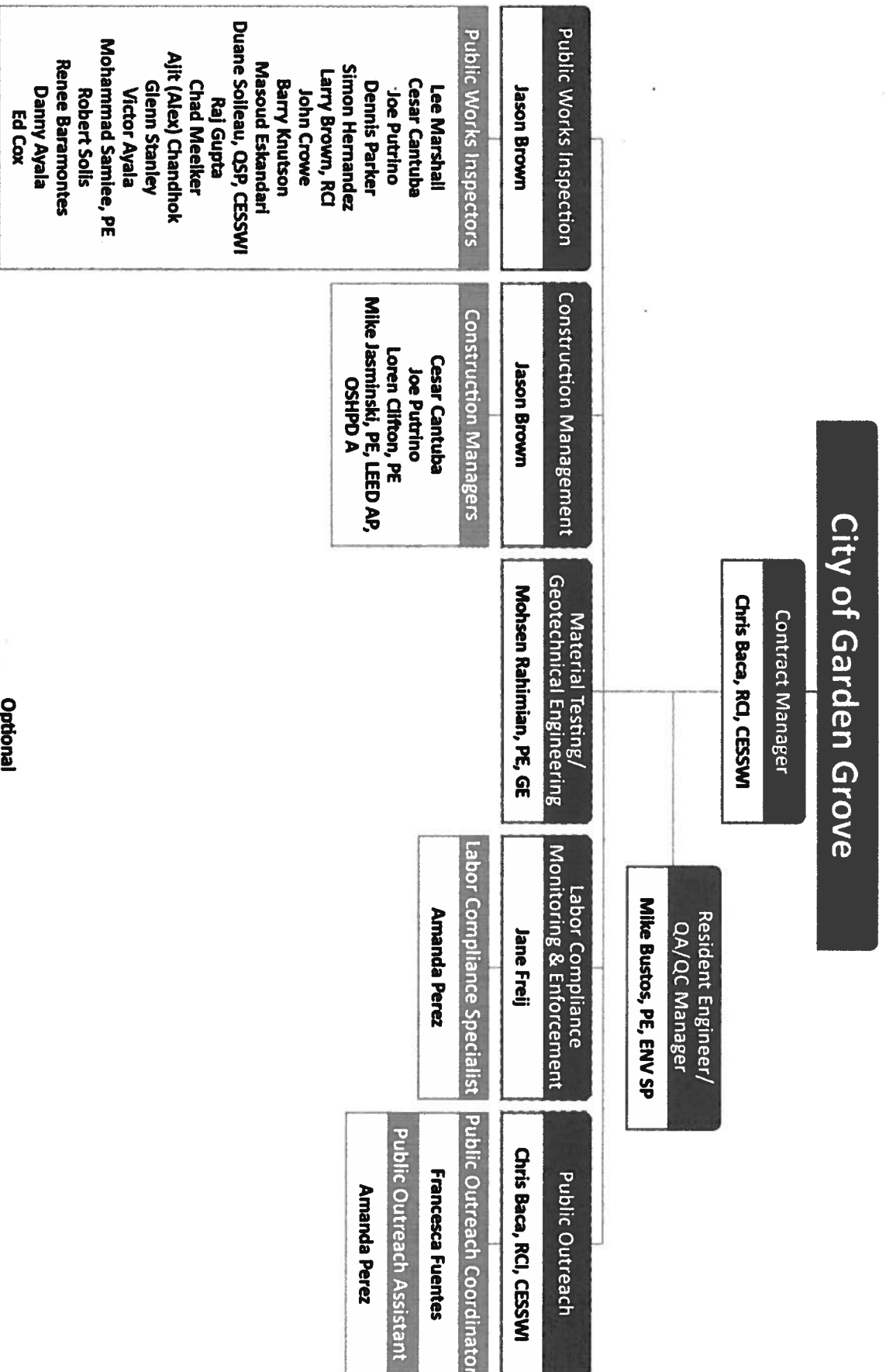
- MS, Civil Engineering, Tehran University, Tehran, Iran
- Civil Engineer, California, No. C73396
- Geotechnical Engineer, California, No. 3059
- 30 Years of Experience

Municipal Agency Experience:

- Geotechnical Engineer – Cedar Storm Drain, City of Rialto
- Geotechnical Engineer – Elizabeth Reservoir, Booster Station and Well No. 29, City of South Gate
- Geotechnical Engineer – Paramount Boulevard Water System Improvements, City of Downey
- Geotechnical Engineer – Water Mains, City of Pomona
- Geotechnical Engineer – Fire Station No. 4 Remodel and Expansion City Project 15-25, City of Palm Springs



Staff Organization Chart



Optional



Support Staff

Below is a chart detailing our extensive support staff who are available to assist the City of Garden Grove with their current and future capital improvement projects.

Name	Role	Years' Experience	Education/Credentials
Lee Marshall	Construction Inspector	21	<ul style="list-style-type: none"> ▪ Certificate, General Street Maintenance, Citrus Junior College, Glendora ▪ Certificate, Street Delineation, Citrus Junior College, Glendora
Dennis Parker	Construction Inspector	40	<ul style="list-style-type: none"> ▪ Civil Engineering Courses, Cal Poly, Pomona, CA ▪ Caltrans Certifications: Steel, Concrete, Asphalt, Welding ▪ SWPPP
Simon Hernandez	Construction Inspector	23	<ul style="list-style-type: none"> ▪ Technology Course for Public Works, Saddleback Community College, Orange, California ▪ E-Rail certified ▪ Roadway Workers certified ▪ CIC certified ▪ Fall protection certified and trained ▪ American Construction Inspectors Association: Rubberized Asphalt Plant Inspection ▪ Certification in Safety on Job Sites ▪ OSHA Certifications: Trenching and Excavations ▪ First Aid and CPR Certified ▪ Competent Person Certified
Larry Brown, RCI	Construction Inspector	33	<ul style="list-style-type: none"> ▪ Post Certification and Continuing Education Program, San Bernardino Valley College ▪ Construction Inspector, California No. 5181 ▪ Concrete Paving, Slurry Seal and Traffic Signals ▪ Toxler Nuclear Soils Testing Equipment ▪ Macco Trench Shoring ▪ AQMD PM-10 ▪ Public Works Certification California State University, Los Angeles
John Crowe	Construction Inspector	15	<ul style="list-style-type: none"> ▪ National Institute for Certification in Engineering Technologies (NICET) 97346 ▪ Level I Certification in Transportation Engineering Technology/Highway Construction. ▪ Level II Certification in the field of Construction Materials Testing Asphalt, Concrete and Soil ▪ American Concrete Institute (ACI) Level I Concrete Field Technician ▪ Caltrans Certificate of Proficiency for Acceptance Testing for the following test methods: 125, 201, 202, 216, 227, 231, 375, 504, 518, 526, 533, 539, 540, 547 and D2922. ▪ Boart Longyear (CPN) Radiation Safety and Use of Nuclear Gauges ▪ California B-1 General Contractor's License No. 560363





Name	Role	Years' Experience	Education/Credentials
Barry Knutson	Construction Inspector	36	<ul style="list-style-type: none"> Construction Estimating, Electrical House Wiring, Heat Vent A/C Systems, Fullerton College, Fullerton Graduate, Carpenter's Union Apprenticeship School Local 1815 General Contractor, California No. B-1
Masoud Eskandari	Construction Inspector	26	<ul style="list-style-type: none"> B.S. Mechanical Engineering, University of Detroit, MI Managing Construction Projects; Proving Pricing, Defending Delay & Disruption Claims; Estimating Electrical Projects QSD/QSP Certificates CESSWI Certificate (pending)
Duane Soileau, QSP, CESSWI	Construction Inspector	29	<ul style="list-style-type: none"> QSP (Storm Water) CESSWI (Storm Water) IMSA (Traffic Signals) Acceptance Tester (Caltrans) Concrete Inspection (SDSU) Traffic Control (ATSSA) Nuclear Gauge (CPN) Asphalt Pavement (Asphalt Institute) Concrete Inspection/Testing (ACI)
Raj Gupta	Construction Inspector	23	<ul style="list-style-type: none"> B.S., Civil Engineering, B.I.T. College, Bangalore India AQMD PM-10 Certification (In Progress)
Chad Meelker	Construction Inspector	16	<ul style="list-style-type: none"> Civil Engineering, California Polytechnic State University, Pomona
Ajit (Alex) Chandhok	Construction Inspector	43	<ul style="list-style-type: none"> MS Environmental Science and Management, West Coast University, Los Angeles BS Marine Engineering, University of South Shields, United Kingdom BS Mechanical Engineering, Regional Engineering College, Rourkela, India Certificate, Marine Tanker Safety Certificate, DNV Surveyor, (Norwegian Class) Certificate, Crude Oil Washing Certificate, Inert Gas Certificate, C2 Cal Confined Spaces in Construction 2017 Update, ClickSafety, 2017 Certificate, CAL OSHA 10 Construction, ClickSafety, 2015 Certificate, Chief Engineer Class 1 Certified, Heavy Equipment Trainer



Name	Role	Years' Experience	Education/Credentials
Glenn Stanley	Construction Inspector	20	<ul style="list-style-type: none"> Technology Course for Public Works, Saddleback Community College, Orange, California E-Rail certified Roadway Workers certified CIC certified American Construction Inspectors Association: Rubberized Asphalt Plant Inspection OSHA Certifications: Trenching and Excavations First Aid and CPR Certified Competent Person Certified Certification in Safety on Job Sites Fall protection certified and trained
Victor Ayala	Construction Inspector	41	<ul style="list-style-type: none"> Certificate, Fiber Optic Theory, Air Quality Management District Certificate, Professional Development, Asphalt Institute Contractor, California No. C-10
Mohammad Samiee, PE	Construction Inspector	27	<ul style="list-style-type: none"> MS. Computer Science, West Coast University, Los Angeles, California BS, Civil Engineering, California State Polytechnic University at Pomona Civil Engineer, California, No. 46172 Registered QSD, California
Robert Solis	Construction Inspector	45	<ul style="list-style-type: none"> Pierce College, Woodland Hills, CA – Major in Architectural Engineering State of California, General Engineering Contractor Caltrans Certification – MBE
Renee Bracamontes	Construction Inspector	21	<ul style="list-style-type: none"> 1980, Theater & General Education Courses, California State University, Carson, CA 1977, Business & Theater Courses, Harbor College, Wilmington, CA 1976, Business Courses, El Camino College, CA LACDPW Employee Training Program Modelnetics (1994) Basic Supervision Course (1993) 40 Hr. Health/Safety Training for Hazardous Waste Workers (certification maintained)
Danny Ayala	Construction Inspector	42	<ul style="list-style-type: none"> Asphalt Pavement, Asphalt Institute Certificate Fugitive Dust Control, South Coast Air Quality Management District Certificate Fiber Optic Theory Certification File Management Workshop Certification
Edward Cox	Construction Inspector / Utility Coordinator	39	<ul style="list-style-type: none"> United Association Local 250 Apprentice Program





Name	Role	Years' Experience	Education/Credentials
Cesar Cantuba	Construction Manager / Construction Inspector	12	<ul style="list-style-type: none"> BS, Architecture (partial completion), Technical Institute of the Philippines Certificate Graduate, Interior Design, The Philippine School of Interior Design
Joe Putrino	Construction Manager / Construction Inspector	37	<ul style="list-style-type: none"> College of the Desert, Palm Desert Uniform Building Code, Fire Code, and ADA Codes, Bergen Community College Construction Management, Architectural Drafting, and Blueprint Reading Courses Certified Building Inspector, International Code Council Certified Plumbing Inspector, International Code Council Certified Mechanical Inspector, International Code Council Contractor License Class A, No. 636747
Loren Clifton, PE	Construction Manager	33	<ul style="list-style-type: none"> BS, Civil Engineering, California State University, Chico Civil Engineer, California, No. 52167 General Contractor, California No. B-452908 Caltrans State and Federal Regional Infrastructure Funding Caltrans Project Engineer, Resident Engineer and Materials Engineering Academy EPA Stormwater Pollution Prevention Program Certification Negotiation/Contract Specifications Writing
Mike Jaskinski, PE, LEED AP, OSHPD A	Construction Manager	40	<ul style="list-style-type: none"> BS, Civil Engineering, Worcester Polytechnic Institute, Worcester, MA Licensed Professional Engineer in California and Nevada Class A OSHPD Inspector Certification, A-20563 SCRRA Railroad training, 2411B13 Licensed Professional Engineer in California and Nevada Class A OSHPD Inspector Certification, A-20563 SCRRA Railroad training, 2411B13
Francesca Fuentes	Public Outreach Coordinator	14	<ul style="list-style-type: none"> BS, Communications, University of Arkansas, Fayetteville
Amanda Perez	Labor Compliance Specialist / Public Outreach Assistant	10	<ul style="list-style-type: none"> AS, Human Resources Management, Mount San Antonio College AS, Business Administration, Mount San Antonio College Certificate of Achievement, Business Management I-III Certificate of Achievement, Human Resources Management I-III Certificate of Achievement, International Business I





Key Staff Resumes

Chris Baca, RCI, CESSWI

Project Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Public Administration, California State University, Fullerton ▪ Public Works Inspection, California State University, Los Angeles Extension 	<ul style="list-style-type: none"> ▪ Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars ▪ Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars
Registration:	<ul style="list-style-type: none"> ▪ Registered Construction Inspector, Division IV, Public Works, California No. 4161 ▪ Registered Construction Inspector, Division I, Engineering, California No. 5161 	<ul style="list-style-type: none"> ▪ Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc. No. 2957
Experience:	<ul style="list-style-type: none"> ▪ 36 Years 	

Mr. Christopher D. Baca is responsible for directing and monitoring public works inspection services and overseeing construction observation personnel. His experience includes construction management of large-scale projects in areas of water systems; street improvements; park improvements; storm drains; sanitary sewers; asphalt resurfacing, including asphalt-rubber products; concrete paving; landscaped medians; and traffic signals. Mr. Baca is also familiar with inspection and contract administration of federally-funded projects in accordance with Caltrans' Local Assistance Program Manual. During his 36 years of experience, Mr. Baca has served as a senior public works observer, permit inspector, construction manager and project manager.

Relevant Project Experience

On-Call Inspection, City of Long Beach, California. Contract Manager. Willdan is providing on call public works inspection and construction management and material testing services for various projects throughout the City of Long Beach. Typical services provided under this on call contract include observation and monitoring of the contractor's daily activities, taking daily photographs of the construction progress, documenting nonconformance items, tracking quantities, and preparing as built plans. Mr. Baca is responsible for oversight and scheduling of construction administration and inspection for multiple projects throughout the City.

On-Call Public Works Inspection, City of Laguna Niguel, California. Contract Manager. Willdan is providing on call public works inspection for various CIP and permitted projects throughout the City. Mr. Baca is responsible for project management and oversight of various construction projects inspected by Willdan.

On-Call Public Works Inspection, City of Tustin, California. Contract Manager. Willdan is providing on-call construction inspection services for the City of Tustin. Under this contract, Willdan is working on multiple projects, including the widening of Tustin Ranch Road and Irvine Boulevard intersection. This project consisted of realigning the northbound and southbound lanes on Tustin Ranch Road to accommodate dual left turn pockets for both directions. Willdan also works on the City's annual major street maintenance project every summer, which typically consists of concrete and asphalt repairs, pavement grinding and ARHM overlay of city streets, slurry seal, raising of manholes and utility valves, striping, and traffic signal loops. Mr. Baca is responsible for project management and oversight of various construction projects inspected by Willdan.

On-Call Water Services, Liberty Utilities. Contract Manager. Willdan has provided inspection services for various Liberty Utilities (Formerly known as Park Water) projects throughout the Los Angeles County through an on-call contract since 1993. The projects typically involve installation of water main line, services, hydrants services, and other appurtenant work. Typical services provided under this on call contract include observation and monitoring of the contractor's daily activities, taking daily photographs of the construction progress, documenting nonconformance items, tracking quantities, and preparing as built plans.





On-Call Construction Permit Inspection Services, City of Desert Hot Springs, California. Project Manager. Mr. Baca is responsible for project management and oversight of various land development and encroachment permit construction projects inspected by Willdan through our on-call public works inspection services contract with the City. Projects inspected under this contract include Morongo Industrial Park, SCE Vegetation Removal, Bunch Palms Trail, City Hall Cold Water Service Installation, Casa Blanca Restaurant, and multiple SCE and Southern California Gas utility installation projects.

On-Call Construction Management and Observation Services, City of South Pasadena, California. Project Manager. Mr. Baca is responsible for project management and oversight of various construction projects managed and/or inspected by Willdan through our on-call public works inspection and construction management services contract with the City.

On-Call Construction Inspection Services, City of Newport Beach, California. Project Manager. Mr. Baca is responsible for project management and oversight of various construction projects inspected by Willdan through our on-call public works inspection services contract with the City.

Public Works Inspection and Construction Management Services, City of Chino, California. Project Manager. Mr. Baca is responsible for project management and oversight of various construction projects managed and/or inspected by Willdan through our on-call public works inspection and construction management services contract with the City. The projects typically involve asphalt overlays, full street construction, street lighting, traffic signals, water lines, wastewater, drainage improvements, PCC repairs, and other appurtenant work.

Public Works On-Call Services, City of Downey, California. Project Manager. Mr. Baca is responsible for project management and oversight of various construction projects managed and/or inspected by Willdan through our on-call public works inspection and construction management services contract with the City. Projects completed under this on call contract include the Firestone Blvd and Paramount Blvd Intersection Improvements Project, Promenade Project, Firestone Blvd Improvement Project (between Brookshire and Lakewood Blvd), Lakewood Boulevard Improvements Phase 3C, Firestone Boulevard Water System Improvement Project. and the Paramount Blvd Water System Improvement Project.

Public Works On-Call Construction Management and Inspection Services, City of Rialto, California. Project Manager. Mr. Baca is responsible for project management and oversight of various construction projects managed and/or inspected by Willdan through our on-call public works inspection and construction management services contract with the City. Since 2013, Willdan has been responsible for providing construction management and inspection services on various land development, tenant improvements, and capital improvement projects during construction. We have successfully completed over 30 projects for the City in the last five years. Through our on-call contract with the City, Willdan has provided construction management and inspection services for various types of projects, including private permitted developments, curb, gutter, and sidewalk improvements, parks, tenant improvements, traffic signals, annual street overlays/slurry seals, parking lot improvements, street improvements, utility installations, and storm drain improvements.

Media District Signal Project – Bid Schedule 1426, City of Burbank, California. Project Manager. Willdan provided construction inspection services for this federally funded project. The project was funded by the Highway Safety Improvement Program and involved the construction of safety improvements at various intersections along Riverside Avenue, Olive Avenue, and Pass Avenue, including ADA ramps, removal and modification of existing medians, traffic signal modifications, drainage improvements, signing and striping, and other appurtenant work.

Azusa Avenue, City of Azusa, California. Project Manager. Willdan provided construction engineering services for the City of Azusa's downtown rehabilitation project. The project included pavement rehabilitation on Azusa Avenue from Fifth Street to Santa Fe Avenue including cold milling, drainage improvements, PCC, crosswalks and bus pads, minor concrete repairs, landscaping and irrigation, AC overlay, traffic detector loops, thermoplastic striping, and other appurtenant work. Willdan's services included resident engineering, public works inspection, federal invoicing, labor compliance, and material testing services.





Mike Bustos, PE, ENV SP

Resident Engineer / QA/QC Assurance Manager

Profile Summary

Education:	<ul style="list-style-type: none"> BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo Caltrans Resident Engineer Academy
Registration:	<ul style="list-style-type: none"> Civil Engineer, California No. 73173 Envision Sustainability Professional, Institute for Sustainable Infrastructure
Experience:	<ul style="list-style-type: none"> 19 Years

Mr. Michael D. Bustos is responsible for design and construction management of projects such as roadway reconstructions, drainage improvements, pipelines, pavement rehabilitation, street improvements, and grading. Mr. Bustos has served as resident engineer for over a dozen federally- and state-funded projects over the last five years. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking during his 19 years with Willdan.

Relevant Project Experience

As-Needed Inspection Services, City of Ventura, California. Project Manager. Mr. Bustos was responsible for project management and oversight of various land development and encroachment permit construction projects inspected by Willdan through our on-call public works inspection services contract with the City. Willdan provided on call construction inspection services for land development projects throughout the city including monitoring of materials and methods toward compliance with plans specifications and contract documents; addressing and documenting nonconforming items as they were discovered scheduling final inspections with the City and applicable agencies; preparing distributing and inspecting corrections to the final punch list for completion; and recommending final acceptance.

Elizabeth Reservoir, Booster Pump Station, and New Well No. 29, City of South Gate, California. Construction Manager/Resident Engineer. Willdan provided construction management, inspection, material testing, deputy inspections, and labor compliance services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site, and the new Well No. 29, at the Santa Fe Tank Site. The \$10 million project included construction of a new 1.8-million-gallon reservoir and booster pump station; seismic retrofit of an existing elevated tank; drilling and equipping of a new well; 10,000 LF of 6-inch, 8-inch, and 12-inch water distribution main and appurtenances; street resurfacing; and other pertinent site improvements. Willdan's construction management and inspection team ran weekly construction meetings with the City and contractor (including preparation of agendas and minutes); reviewed, logged, and processed all submittals, RFIs, drawing revisions, and change orders; coordinated all building department inspections; and provided all public work inspection and special inspections.

Water Infrastructure Reliability Project, City of Santa Monica, California. Resident Engineer. Willdan provided construction management and inspection services for the project. The project included the installation of over 4,800 LF of 8" and 12" water main gate valves, fire hydrants, and other appurtenant work at the following locations: 17th Street, Pearl Street to Ocean Park Blvd, Ocean Park Blvd, 14th Street to 18th Street, Ocean Avenue, Pico to Bay Street, Ashland Avenue, 3rd Street to 4th Street, Grant Avenue, 6th Street to Lincoln Blvd. This project was funded by the U.S. EPA Grant.

Bastanchury Roadway Widening, City of Yorba Linda, California. Resident Engineer/QA/QC Manager. Willdan provided construction management inspection, material testing, and other related services for the City of Yorba Linda's Bastanchury Road Widening Project. The project involved construction of new street widening, retaining walls, drainage improvements, Filterra units, sidewalk, curb/gutter, asphalt overlay, street lighting, landscaping and irrigation, street reconstruction, and other appurtenant work on Bastanchury Road between Eureka Avenue to Lakeview Avenue.

Miscellaneous Alleys Projects and Cliffwood Industrial Park, City of Brea, California. QA/QC Manager. Willdan is providing construction management and inspection services for the City's Alley Project No's. 7315, 7316, 7317, and 7461. Project No. 7315 involves rehabilitation of the alley east of Redwood Ave between Birch St. and Ash St, including reconstruction of the asphalt pavement, concrete pavement, curb, and two driveways. Project No. 7316 involved the rehabilitation of the alley East of Puente St,





between Joyce Dr and Walling Ave, including reconstruction of the asphalt pavement, concrete pavement, 4-foot-wide longitudinal gutter, and driveway. Projects Nos. 7317 & 7461 involve rehabilitation of streets and waterline improvements for the Cliffwood Industrial Tract, including replacement of approximately 5,500 linear feet of existing water mains and the rehabilitation and reconstruction of the commercial streets in the Cliffwood Tract. The project also includes the removal and replacement of existing damaged sidewalk, concrete curb and gutter, curb ramps, cross gutters, and localized AC pavement, along with the adjustment of existing utilities to grade, traffic signage and striping, traffic control, and all other improvements required to complete the project.

Firestone at Paramount Intersection Improvements, City of Downey, California. Resident Engineer/QA/QC Manager. Willdan provided construction management and inspection services for this \$1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd, the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians, new curb, gutter, and sidewalk, driveway approaches, traffic signal replacement, CMU walls, landscaping and irrigation, ARHM paving, utility adjustments, and striping.

Westside Water and Sewer Main Replacement Program Phase 1, City of South Gate, California. Construction Manager. Responsible for overseeing contract administration, construction management, materials testing, and public works observation for this groundwater treatment project. Willdan provided construction management and public works observation services for the City's water and sewer main replacement project. The project included replacement of 1,000 LF of 12" DIP, 17,600 LF of 8" DIP, and 950 LF of 6" DIP water mains, and 450 LF of 12" VCP and 1,700 LF of 10" VCP sewer mains. Existing water mains were abandoned in place, while the existing sewer mains were removed from the trench and new mains installed in the same alignment. Total construction cost was approximately \$4.5 million. Mr. Bustos was responsible for contract administration, review and response to RFIs, submittals, and change order requests, oversight of material testing and inspection services, and served as the primary point of contact for the City.

Paramount Boulevard Water System Improvements CIP 18-17, City of Downey, California. Resident Engineer. Willdan provided construction management and inspection services for this water system improvement project on Paramount Boulevard from Firestone Boulevard to Florence Avenue. The project involved the installation of new ductile iron potable water main, gate valves, tees and bends, thrust blocks, and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, meters and boxes; and other appurtenant work.

Annual Street Resurfacing, Capital Projects FY 17-18, City of Westlake Village, California. Quality Assurance Manager. Willdan prepared plans and specifications for the joint pavement rehabilitation project. The cities combined annual street resurfacing projects to take advantage of cost savings realized by the economy of scale of bidding out one large project that encompasses work within both cities. The project was administered by the City of Westlake Village and managed through a joint agreement between the two cities. Willdan was responsible for construction management, inspection, and materials testing for the portion of work within the City of Westlake Village. The project included digouts, tree root repairs, crack treatment, cold milling, AC overlay, ARHM overlay, profile milling, slurry seal, parking lot seal coats, utility adjustments, traffic detector loops, and pavement delineation. Work within Westlake Village includes improvements within First Neighborhood, Three Springs Neighborhood, Triunfo Canyon Road, and La Tienda. Twining Laboratories provided materials testing services for the project as a subconsultant to Willdan.

China Lake – Bowman Traffic Signal, City of Ridgecrest, California. Quality Assurance/Resident Engineer. Willdan provided construction management, inspection, federal funding compliance, labor compliance, and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road. The project also included a new signal interconnect conduit from Bowman Road to College Heights Boulevard.

HVP T5520 Offsite Improvements CM, City of Fillmore, California. Quality Assurance/Project Manager. Through our on-call contract with the City of Fillmore, Willdan is providing construction management and inspection services for the developer-built and City-maintained offsite storm drain improvements associated with construction of Tract 5520. The project includes approximately 1,750 LF of Double RCB, 1,100 LF of Single RCB, 800 LF of open channel, and 600 LF of RCP. Reinforced concrete boxes were constructed as both cast in place boxes and precast boxes.





Jason Brown

Construction Manager and Public Works Observation Lead

Profile Summary

Education:	▪ Public Works Inspection, Fullerton Community College
Registration:	▪ Construction Inspector, California No. 5510
Experience:	▪ 28 Years

Mr. Jason Brown serves as both a Construction Manager and Supervising Public Works Observer for Willdan. His duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTE and CDBG. During Mr. Brown's 28 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Relevant Project Experience

On-Call Inspection, City of Long Beach, California. Construction Manager. Willdan is providing on call public works inspection and construction management for various projects throughout the City of Long Beach. Typical services provided under this on call contract include observation and monitoring of the contractor's daily activities, taking daily photographs of the construction progress, documenting nonconformance items, tracking quantities, and preparing as built plans.

Cedar SR2S Project, City of Rialto, California. Construction Manager. Willdan provided construction management, inspection, material testing, and labor compliance services for the City's SR2S Project. The project included extensive street improvements, including construction of sidewalk, curb and gutters, and driveways; installation and/or relocation of signage; relocation of utilities; and other work as indicated in the specifications and plans.

Paramount Boulevard Water System Improvements CIP 18-17, City of Downey, California. Construction Manager. Willdan provided construction management and inspection services for this water system improvement project on Paramount Boulevard from Firestone Boulevard to Florence Avenue. The project involved the installation of new ductile iron potable water main, gate valves, tees and bends, thrust blocks, and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, meters and boxes; and other appurtenant work.

Tim Spencer Alley CM/Inspection, City of Davis, California. Construction Manager. The project consisted of improvements within Tim Spencer Alley, including water main demolition, water main and sanitary sewer main installation, pavement resurfacing, CIP sewer main lining, temporary water sewer bypass, water sewer service installations, asphalt and concrete demolition, grading, PCC improvements, ADA compliant ramps, street furniture, landscaping and street lighting, and other appurtenant work.

Imperial Highway Improvements, CB 17-18, City of Inglewood, California. Construction Manager. This project involves the pavement rehabilitation and other street improvements of an approximate 1.5-mile segment of arterial roadway on Imperial Highway between Prairie Avenue and Van Ness Avenue. The project consists of traffic signal modifications at four major intersections; 7,000 LF of fiber optic conduit and cable; cold milling existing AC pavement; rubberized asphalt concrete overlay; removal and replacement of driveway approaches, sidewalks, curbs and gutter; ADA compliant curb ramps; AC pavement; PCC pavement; PCC bus pads; signing and striping; and other appurtenant work.

Construction Management, District Nos. 3A & 3B, City of La Canada Flintridge, California. Construction Manager. Willdan provided construction management and inspection services for the extension of a new sewer system to 1,600 homes, consisting of 100,000 feet of 8-inch sewer main and 47,000 feet of 6-inch laterals for District Areas 3A and 3B.

Slurry Seal on Various Streets FY 2018-19, City of La Puente, California. Construction Manager. Willdan provided engineering design and project management services for the Slurry Seal Program on Various Streets FY 2018-19.





Traffic Signal Linden and Riverside Avenues, City of Rialto, California. Construction Manager. Willdan provided professional construction engineering services for the subject project. The project included traffic signal improvements at the intersection of Linden and Riverside Avenue, including the installation of new ADA compliant ramps, curb returns, sidewalk, asphalt pavement, installation of new traffic signals, and other appurtenant work. Willdan provided construction management and inspection services on the project.

Towne Avenue Phase 2, (Lexington Avenue to Riverside Drive), City of Pomona, California. Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included minor concrete repairs, removal and replacement of existing asphalt, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

2016/17 Overlay Project No. 170804, City of Rialto, California. Construction Manager. Willdan provided construction engineering services for the 2016/17 annual street overlay project with the City of Rialto. The street rehabilitation project included asphalt overlay to various streets throughout the City.

Arterial Street Resurfacing FY 2017, City of Paramount, California. Construction Manager. Willdan provided engineering design followed by construction observation and federal labor compliance monitoring and enforcement for the resurfacing of arterial streets in the City of Paramount on Alondra Boulevard from Gundry Avenue to Hunsaker Avenue and traffic signal modifications at various intersections. This project was federally funded with FHWA/STPL funds and Caltrans administered.

Miro Way Improvements - Phase I Storm Drain, City of Rialto, California. Supervising Public Works Inspector. Mr. Brown provided oversight of Willdan's inspection staff. Willdan provide public works inspection for the City's Miro Way Improvements, Phase I Storm Drain. The project involved the installation of 10,000 LF of RCP, manholes, catch basins, and other appurtenant work.

Palos Verdes Drive North Rehabilitation, City of Rolling Hills Estates, California. Public Works Inspector. Willdan provided labor compliance, construction management, and construction inspection services for the CDBG funded project for the rehabilitation of Crenshaw Boulevard to Rolling Hills Road.

Street Rehabilitation FY 2007-08, City of Rolling Hills Estates, California. Willdan provided professional engineering design, pavement engineering, monument restoration, utility coordination, contract administration, and construction observation services for the City's street rehabilitation FY 2007-08 project. The project included street overlay to prevent more serious and costly deterioration that may lead to complete reconstruction.

Asphalt Concrete Overlay, City of Rolling Hills Estates, California. Mr. Brown provided construction observation services for this project. The project involved design, design survey, utility coordination, monument restoration, contract administration, and construction observation services for the City's 2004-05 Asphalt Concrete Overlay program.





Jane Freij

Labor Compliance Manager (Optional Service)

Profile Summary

Education:	<ul style="list-style-type: none"> BA, Linguistics, University of Kansas Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles
Experience:	25 Years

Ms. Jane E. Freij is an experienced Project Manager with a proven track record achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for federally funded projects under FHWA, FTA, HUD, and EPA, as well as state, county, and locally funded projects with varied compliance requirements. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in reporting requirements and fraud detection and prevention procedures.

Relevant Project Experience

Mesa Water District Facility Improvements, City of Costa Mesa, California. Third-Party Labor Compliance Officer. Two contemporaneous projects (Replacement of HVAC and Roof for Administration and Water Damage Repairs for Operations) had a combined construction cost of \$2.2 million and two dozen construction contractors. Ms. Freij worked directly with the prime contractor, monitoring and enforcing prevailing wage requirements and ensuring timely submittal of payroll and supporting documentation.

Water and Sewer Improvements, City of Grover Beach, California. Labor Compliance Manager. This project involves replacing 2,100 linear feet of PVC water lines, valves, fire hydrants, and laterals; has an estimated construction cost of \$1,686,495; a construction period of approximately eight months; and begins in early 2020. The project is funded by a Community Development Block Grant (CDBG) and is administered by the State of California Housing and Community Development Department (HCD). Ms. Freij and her team will ensure compliance with prevailing wage and labor requirements through jobsite interviews, detailed certified payroll review, and audits; they will provide regular written reports as required.

La Brea Avenue Pavement Reconstruction, Phases II and III, City of Inglewood, California. Labor Compliance Officer. These projects, with a construction cost of \$12 million, were funded through the Federal Highway Administration (FHWA) and administered by the California Department of Transportation (Caltrans). The projects involved full pavement removal, AC overlay, PCC improvements (sidewalks, driveways, median curbs, utility frame cover adjustments, bus pads, ADA-compliant curb ramps), landscaping, an irrigation system, and signing and striping. Ms. Freij enforced prevailing wage and DBE requirements.

Orange County Great Park, City of Irvine, California. Labor Compliance Officer. The \$95,000,000 "Sport Park" portion of this private/public 1,300-acre development, located on the decommissioned Marine Corps Air Station El Toro, was constructed over a two-year period by BrightView Landscape Development and nearly four dozen subcontractors. Ms. Freij monitored prevailing wage and state labor requirements and prepared monthly compliance reports detailing subcontractor performance.

Orange County Animal Care Facility, City of Tustin, California. Third-party Labor Compliance Officer. This project, funded by the County of Orange in partnership with 16 cities, cost approximately \$33,000,000 and took 1-1/2 years to construct. Ms. Freij reviewed payrolls and related documentation for approximately 30 subcontractors and prepared monthly reports detailing monitoring activities and subcontractor compliance.

Replacement of Alley, ADA Ramps, and Sidewalks, City of Los Alamitos, California. Labor Compliance Manager. This Community Development Block Grant (CDBG) funded project involved primarily concrete work with a prime contractor and four subcontractors. Ms. Freij ensured adherence to applicable laws and regulations.





Mohsen Rahimian, PE, GE

Supervising Engineer (Geotechnical) / Material Testing (Optional Service)

Profile Summary

Education:	▪ MS, Civil Engineering, Tehran University, Tehran, Iran
Registration:	▪ Civil Engineer, California, No. C73396 ▪ Geotechnical Engineer, California, No. 3059
Experience:	▪ 30 Years

Mr. Mohsen Rahimian possesses expertise in geotechnical and material engineering, testing, investigation, design, and construction and has lent that expertise to a wide spectrum of public works projects. Mr. Rahimian has substantial experience in conducting and managing geotechnical and material testing and inspection services during construction. He has performed diversified geotechnical assignments, including pavement design, shallow and deep foundation design, settlement evaluations, liquefaction studies, and slope stability analyses. Mr. Rahimian's experience includes geotechnical, civil, and structural design and construction management.

Relevant Project Experience

Cedar Storm Drain, City of Rialto, California. Geotechnical Engineer. Willdan Geotechnical performed geotechnical and material testing and inspection services during construction of the project, including trench backfill and compaction and concrete testing.

Elizabeth Reservoir, Booster Pump Station, and New Well No. 29, City of South Gate, California. Geotechnical Engineer. Willdan provided construction management services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site and the new Well No. 29 at the Santa Fe Tank Site. Willdan's services included construction management, inspection, materials testing, and deputy inspections. The \$10 million project included a new 1.8-million-gallon reservoir booster pump station, seismic retrofit of an existing elevated tank, drilling and equipping of a new well, 10,000 LF of water distribution main, and pertinent site improvements.

Paramount Boulevard Water System Improvements CIP 18-17, City of Downey, California. Geotechnical Engineer. The project involves the installation of new potable water ductile iron pipe gate, valves, tees, bends, thrust blocks, and appurtenant fittings; and installation of new fire hydrant assemblies water service lines, meters and boxes; and other appurtenant work.

Water Mains, City of Pomona, California. Geotechnical Engineer. Willdan provided inspection and geotechnical engineering services for the City's CIP project "Water Mains - Phillips Boulevard/Dudley Street Design" Project No. 595-95078. The project included 9,700 LF of 8" DIP, valves, blow-offs, fire hydrants, and other associated appurtenances. The project also included cold milling and HMA overlay after water main installations.

Fire Station No. 4 Remodel and Expansion City Project 15-25, City of Palm Springs, California. Geotechnical Engineer. The project involved remodeling and expanding the fire station approximately 2,820 square feet to address sleeping quarter separation, decontamination areas, and general ADA compliance issues. The project construction encompassed demolition, asbestos remediation, structural foundations, structural retrofit and framing, utility equipment yard enclosure, electrical service transformer, wet and dry utilities, fire line, sprinkler and alarm systems, keyless entry system, vehicle emission exhaust system, sand/oil separator, site furnishings and furniture, lighting fixtures, doors and windows, miscellaneous concrete work, ADA-compliant ramps, site drainage, landscaping, signing and striping, emergency alerting system, back-up generator, and fuel tank.

2015 Pavement Rehabilitation CP 15-01, City of Palm Springs, California. Geotechnical Engineer. Through our on-call contract with the City, Willdan provided construction management, public works inspection, and material testing services for the City's \$10 million 2015 Citywide Pavement Rehabilitation Project, \$6 million 2016 Citywide Pavement Rehabilitation Project, and \$1.8 million 2015 Citywide Annual Slurry Seal Project. The projects generally involved pulverizing of existing street sections, grading of the pulverized section, cement treatment, asphalt paving, micromilling, application of slurry seal, ADA ramps, traffic markings, and other appurtenant work for over 150 streets throughout the city.





Section D – Experience and References

Client List

Willdan Engineering has provided construction management and inspection services for over 55 years. Throughout those 55 years, we have served an extensive list of clientele. The graphic below illustrates our current and past clients for whom we have provided construction management and inspection services.



Firm Highlighted Projects

The clients Willdan has chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. Willdan demonstrates our recent construction management and inspection experience with on-call services, specific street improvement and rehabilitation, storm drain, water, sewer and traffic signal projects.



Willdan has provided Construction Management and Inspection for over 55 years. In those 55 years, we have successfully completed an extensive amount of street improvement and rehabilitation, storm drain, water, sewer and traffic signal projects. Willdan is well equipped to assist the City of Garden Grove with their current and future Capital Improvement projects.





On-Call Contracts

Project Name: On-Call Public Works and Land Development Inspection Services

Client: City of Long Beach

Contact: Marc Wright, Construction Manager, (562) 570-6383

Project Completion: Present Contract

Project Description:

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlays, storm drains, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work.



Project Name: On-Call Public Works Inspection

Client: City of Laguna Niguel

Contact: Jeff Metz, Street Maintenance Superintendent, (949) 362-4344

Project Completion: Present Contract

Project Description:

Willdan is providing on-call construction inspection services for the City of Laguna Niguel. Under this contract, Willdan is providing high-quality inspection support for the City of Laguna Niguel's CIP projects, including the concrete infrastructure revitalization program.

Project Name: On Call Construction Engineering Services

Client: City of Tustin

Contact: Eric Johnson, Project Manager, (714) 573-3320

Project Completion: Present Contract

Project Description:

Willdan is providing on-call construction inspection services for the City of Tustin. Under this contract, Willdan is working on multiple projects, including the widening of Tustin Ranch Road and Irvine Boulevard intersection. This project consisted of realigning the northbound and southbound lanes on Tustin Ranch Road to accommodate dual left turn pockets for both directions. Willdan also works on the City's annual major street maintenance project every summer, which typically consists of concrete and asphalt repairs, pavement grinding and ARHM overlay of city streets, slurry seal, raising of manholes and utility valves, striping, and traffic signal loops.

Project Name: Annual On-Call Contract

Client: Liberty Utilities (Formerly Park Water)

Contact: Jim Elliott, PE, Chief Engineer, (562) 299-5124

Project Completion: Present Contract

Project Description:

Willdan has been providing public works observation services to Liberty Utilities (formerly Park Water Company) for over 16 years. In the past three years, Willdan has provided contract administration and inspection on well over 24 water main projects involving installation of ductile iron and PVC water mains, fire hydrants, service meter change-outs, bridge construction with water line incorporated into the structure, reservoir rehabilitation, wells, and other appurtenant work.





Street Improvement and Rehabilitation Projects

Project Name: Miscellaneous Alleys and Cliffwood Industrial Park

Client: City of Brea

Contact: Raymond Contreras, Public Works Department Administrator, (714) 990-7763

Project Completion: Projected 2020

Project Description:

Willdan is providing construction management and inspection services for the City's Alley Project No's. 7315, 7316, 7317, and 7461. Project No. 7315 involves rehabilitation of the alley east of Redwood Ave between Birch St. and Ash St, including reconstruction of the asphalt pavement, concrete pavement, curb, and two driveways. Project No. 7316 involved the rehabilitation of the alley East of Puente St, between Joyce Dr and Walling Ave, including reconstruction of the asphalt pavement, concrete pavement, 4-foot-wide longitudinal gutter, and driveway. Projects Nos. 7317 & 7461 involve rehabilitation of streets and waterline improvements for the Cliffwood Industrial Tract, including replacement of approximately 5,500 linear feet of existing water mains and the rehabilitation and reconstruction of the commercial streets in the Cliffwood Tract. The project also includes the removal and replacement of existing damaged sidewalk, concrete curb and gutter, curb ramps, cross gutters, and localized AC pavement, along with the adjustment of existing utilities to grade, traffic signage and striping, traffic control, and all other improvements required to complete the project.



Project Name: Lambert Road and Kraemer Boulevard

Client: City of Brea

Contact: Raymond Contreras, Public Works Department Administrator, (714) 990-7763

Project Completion: 2018

Project Description:

Willdan provided construction management, inspection, and labor compliance services for the project. The project included roadway rehabilitation improvements, reconstruction of curb and gutter, and ADA ramps, ARHM overlay repairs to the existing street section, landscaping and irrigation improvements, traffic marking, and other appurtenant work on Lambert Road, from West City limit to Delta Avenue and from Wildcat Way to East City limit and on Kraemer Blvd from Golden Avenue to Lambert Road.



Project Name: Bastanchury Road Widening Project

Client: City of Yorba Linda

Contact: Mr. Rick Yee, Assistant City Engineer, (714) 961-7171

Project Completion: 2016

Project Description:

Willdan provided construction management inspection, material testing, and other related services for the City of Yorba Linda's Bastanchury Road Widening Project. The project involved construction of new street widening, retaining walls, drainage improvements, Filterra units, sidewalk, curb/gutter, asphalt overlay, street lighting, landscaping and irrigation, street reconstruction, and other appurtenant work on Bastanchury Road between Eureka Avenue to Lakeview Avenue.





Project Name: Old Dutch Haven Street Rehabilitation
Client: City of Los Alamitos
Contact: Les Johnson, Interim City Manager, (562) 431-3538
Project Completion: 2015
Project Description:

Willdan provided construction management to the City of Los Alamitos. The project included removing and replacing asphalt concrete by using grind and overlay or slurry seal. The project took place on the following streets: Thor Avenue, Cherry Street, Pine Street, and Snark Street. Curb and gutters, crosswalks, and driveway approaches were replaced as needed.

Project Name: Los Alamitos Boulevard Median Improvements
Client: City of Los Alamitos
Contact: Les Johnson, Interim City Manager, (562) 431-3538
Project Completion: 2016
Project Description:

Willdan assisted the City of Los Alamitos with construction inspection for the City's street improvements project. A 0.5-mile segment of a major arterial roadway between Cerritos Avenue and Katella Avenue was redesigned to reduce Los Alamitos Boulevards scale, provide pedestrian refuge, and reduce pedestrian-automobile conflicts. Adequate left turn pockets were incorporated to provide space for vehicles making left and U-turns. The streets were resurfaced and restriped. The design included a mid-block offset crosswalk. Lighting signing and landscaping were incorporated into the medians. Improvements on Los Alamitos Boulevard involved raised median pavement delineation landscape and irrigation improvements street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street and minor traffic signal modifications at intersections with Katella Avenue and Cerritos Avenue.



Project Name: Annual Major Street Maintenance Project, FY 2012-2019
Client: City of Tustin
Contact: Joanne Wu, PE, Principal Engineer, (714) 573-3150
Project Completion: Projected 2020
Project Description:

Willdan provided overall project inspection for the City's Annual Street Maintenance Project. This project occurred every year and was a rough construction cost of \$1.5 million each year. The project took place between the months of July and November and consisted of concrete repairs (sidewalk, curb and gutter, handicap ramps, and cross gutters), asphalt grind and overlay, along with a slurry seal for streets throughout the City of Tustin.



Project Name: McFadden Avenue Street Rehabilitation, FY 2014
Client: City of Tustin
Contact: Eric Johnson, PE, Principal Engineer, (714) 573-3320
Project Completion: 2014
Project Description:

Willdan provided overall project inspection for the City's McFadden Avenue Street Rehabilitation. This project consisted of concrete repairs of city sidewalk, handicap ramps, driveways, and curb & gutter. A full-width cold mill and 2.5" ARHM overlay was completed along with the adjustment of water valves, storm drain and sewer manholes, striping and traffic loops.





Water, Sewer, and Storm Drain Projects

Project Name: Water Reliability Infrastructure Improvement, FY 2018

Client: City of Santa Monica

Contact: Carlos Rosales, CIP Project Manager, (310) 458-8721

Project Completion: 2019

Project Description:

Willdan provided construction management and inspection for this project, which included the installation of over 4,800 LF of 8" and 12" water main gate valves, fire hydrants, and other appurtenant work at the following locations: 17th Street, Pearl Street to Ocean Park Blvd, Ocean Park Blvd, 14th Street to 18th Street, Ocean Avenue, Pico to Bay Street, Ashland Avenue, 3rd Street to 4th Street, Grant Avenue, 6th Street to Lincoln Blvd. This project was funded by a U.S. EPA Grant.



Project Name: Elizabeth Reservoir & Booster Pump Station (Well No. 28 & Well No. 29)

Client: City of South Gate

Contact: Art Cervantes, Public Works Director, (323) 563-9512

Project Completion: 2018

Project Description:

Willdan provided construction management, inspection, material testing, deputy inspections, and labor compliance services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site, and the new Well No. 29, at the Santa Fe Tank Site. The \$10 million project included construction of a new 1.8-million-gallon reservoir and booster pump station; seismic retrofit of an existing elevated tank; drilling and equipping of a new well; 10,000 LF of water distribution main and appurtenances; street resurfacing; and other pertinent site improvements. Willdan's construction management and inspection team ran weekly construction meetings with the City and contractor (including preparation of agendas and minutes); reviewed, logged, and processed all submittals, RFIs, drawing revisions, and change orders; coordinated all building department inspections; and provided all public work inspection and special inspections.



Project Name: Old River School Road Water System Improvements

Client: City of Downey

Contact: Lorena Powell, Associate Civil Engineer, (562) 904-7117

Project Completion: 2018

Project Description:

Willdan provided construction inspection services for this water system improvements project on Old River School Road between Imperial Highway and Arnett Street. The project involved the installation of new 6" and 8" ductile iron potable water main, gate valves, tee's and bends, thrust blocks, and fittings; installation of new fire hydrant assemblies, water service lines, meters and boxes; and other appurtenant work.





Project Name: Westside Water and Sewer Main Replacement

Client: City of South Gate

Contact: Chris Castillo, Water Division Manager, (323) 563-5790

Project Completion: 2013

Project Description:

Willdan provided construction management and public works observation services for the City's water and sewer main replacement project. The project included replacement of 1,000 LF of 12" DIP, 17,600 LF of 8" DIP, and 950 LF of 6" DIP water mains, and 450 LF of 12" VCP and 1,700 LF of 10" VCP sewer mains. Existing water mains were abandoned in place, while the existing sewer mains were removed from the trench and new mains installed in the same alignment.



Project Name: Sewer Repair, Rehabilitation, and Slip Lining Program Phase 1

Client: City of Ridgecrest

Contact: Loren Culp, City Engineer, (760) 499-5082

Project Completion: 2017

Project Description:

Willdan provided bidding assistance, construction management, inspection, materials testing, and labor compliance services for this sewer main rehabilitation and replacement project. The project included 6,890 linear feet of sewer rehabilitation via cured-in-place-pipe lining, 5,130 linear feet of sanitary sewer replacement, point repairs, reconnection of 172 laterals with Brim style inserts, and manhole reconstructions and rehabilitations. Following compliance of the sewer main replacements, an AC overlay was constructed for the limits of the project on Church Street, from Downs Street to China Lake Blvd.



Project Name: Cedar Avenue/SCRRRA (MetroLink) Storm Drain Improvements

Client: City of Rialto

Contact: Hector Gonzalez, PE, Associate Civil Engineer, (909) 421-4986

Project Completion: 2015

Project Description:

Willdan evaluated the stormwater runoff tributary to the Southern California Regional Rail Authority's MetroLink crossing of Cedar Avenue to determine the best distribution of runoff flow to local receiving locations. The analysis included evaluation of various types of facilities necessary to handle any flow exceeding local facility capacities. A hydrology and hydraulic evaluation defined flow magnitude and guided the options for resolution. Full plans, specifications, and construction estimate were provided along with coordination for the railroad undercrossing conditions. Willdan provided construction engineering services encompassing construction management, inspection, and material testing. In all, the project incorporated 2,000 linear feet of HDPE, manholes, catch basins, junction structures, and other improvements.





Traffic Signal Projects

Project Name: Associated Road/Sleepy Hollow Lane Traffic Signal Installation

Client: City of Brea

Contact: Raymond Contreras, Public Works Department Administrator, (714) 671-4450

Project Completion: 2017

Project Description:

Willdan provided traffic engineering design and construction inspection services for traffic signal modifications at the intersection of Sleepy Hollow Lane and Associated Road. The project involved traffic signal modifications; sidewalk, curb, and gutter improvements; signal connection; and flashing beacon removal. Installations encompassed signal poles, video detection system, electrical service cabinet, LED illuminated street name signs, emergency vehicle pre-emption system, fiber optic cable, and traffic signing and striping.

Project Name: Birch Street/Rose Drive Fiber Optic Installation and Signal Synchronization

Client: City of Brea

Contact: Raymond Contreras, Public Works Department Administrator, (714) 671-4450

Project Completion: 2017

Project Description:

The Birch Street improvement project was approved for construction as part of the City's 2015-16 capital improvement program. Located along Birch Street and Rose Drive from Brea Boulevard to Vesuvius Drive, the improvements encompassed approximately 3.58 miles and 14 traffic signals with one traffic signal controlled by Caltrans. The project's overall goal entailed upgrading traffic signal control equipment, installing fiber optic interconnect cable, and synchronizing traffic signals along the Birch Street/Rose Drive corridor. Specific improvements involved traffic signal gear, traffic signal communication equipment to facilitate signal synchronization along the corridor, fiber optic cable, conduits, termination units, fiber optic HUB cabinet, emergency pre-emption devices, video detection, and gigabit ethernet fiber switches. The Valencia Avenue (State Route 142) intersection at Birch Street is owned and operated by Caltrans – requiring a general traffic signal synchronization cooperative agreement between the City and Caltrans – to upgrade affected traffic signal equipment and timing improvements within Caltrans' right-of-way.

Project Name: Firestone Boulevard at Paramount Boulevard Intersection Improvements Project

Client: City of Downey

Contact: Mr. Desi Gutierrez, Principal Civil Engineer, (562) 904-7110

Project Completion: 2017

Project Description:

Willdan provided construction management and inspection services for this \$1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd, the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians, new curb, gutter, and sidewalk, driveway approaches, traffic signal replacement, CMU walls, landscaping and irrigation, ARHM paving, utility adjustments, and striping.





Project Name: El Camino Real and Tustin Ranch Road Traffic Signal and Intersection Modifications

Client: City of Tustin

Contact: Joanne Wu, PE, Principal Engineer, (714) 573-3150

Project Completion: Projected 2020

Project Description:

Willdan provided overall project inspection for the City's El Camino Real and Tustin Ranch Road Traffic Signal and Intersection Modifications Project. This is an ongoing project that is being constructed to provide new right turn pockets for all directions of traffic in the intersection. This project consists of the relocation of Edison and Cox communication utilities, streetlights, removal and relocation of curb and gutter, sidewalk, and handicap ramps. An entire new traffic signal system is being constructed, along with a cold mill and ARHM overlay of the entire intersection along with new signing and striping. Removal and installation of landscape and irrigation is also part of this project.



Project Name: Irvine Boulevard and Tustin Ranch Road Traffic Signal and Intersection Reconfiguration

Client: City of Tustin

Contact: Krys Saldivar, Public Works Manager – Traffic/Transportation, (714) 573-3172

Project Completion: 2018

Project Description:

Willdan provided overall project inspection for the City's Irvine Boulevard and Tustin Ranch Road Traffic Signal and Intersection Reconfiguration Project. This project was constructed to provide 2 new left turn pockets north and south bound Tustin Ranch Road, a new right turn pocket north bound Tustin Ranch Road and west bound Irvine Boulevard and a transition lane on north bound Tustin Ranch Road and west bound Irvine Boulevard. The project consisted of the relocation of an Edison vault, relocation of a storm drain catch basin, all new handicap ramps on all returns, completely new traffic signal system including new controller, new curb and gutter, sidewalk, and paving of entire intersection. Signing, striping and traffic loops completed the project.

References

The clients we have chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact these references. Immediately following our references below is a reference letter from the City of Brea

Liberty Utilities	City of Tustin	City of Brea	City of Los Alamitos
Jim Elliott, PE Chief Engineer (562) 299-5124 9750 Washburn Road Downey, CA 90241	Joanne Wu, PE Principal Engineer 714-573-3150 300 Centennial Way Tustin, CA 92780	Raymond Contreras Public Works Department Administrator (714) 990-7763 1 Civic Center Circle Brea, CA 92821	Les Johnson Interim City Manager (562) 431-3538 3191 Katella Avenue Los Alamitos, CA 90720





Reference Letters



City of Brea

December 9, 2019

To Whom It May Concern:

Willdan Engineering (Willdan) is currently providing Construction Management and Construction Inspection services for various projects through an On-Call contract for the City of Brea. During this time, Willdan's construction management, inspection, and geotechnical staff have consistently performed their duties in an exemplary and highly professional manner in the delivery of as-needed technical and professional services on a variety of public works projects.

Throughout our partnership Willdan's staff members have been responsive to our varying needs and have been flexible in providing service to the City. Their staff members are knowledgeable team players that have technical expertise, professionalism and a positive attitude required to assist City staff in the delivery of high-quality customer service. Willdan's services have been an asset to the City and it's been a pleasure working with their exceptional staff.



Raymond Contreras

Associate Engineer

714-990-7763

RaymondC@ci.brea.ca.us

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member

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Section E – Staff Equipment Hourly Rates



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$67	Assistant Code Enforcement Officer	\$89	Labor Compliance Specialist	\$120
Technical Aide II	\$87	Code Enforcement Officer	\$102	Labor Compliance Manager	\$150
Technical Aide III	\$107	Senior Code Enforcement Officer	\$120	Public Outreach Assistant	\$110
CAD Operator I	\$108	Supervisor Code Enforcement	\$145	Public Outreach Coordinator	\$125
CAD Operator II	\$125	Plans Examiner Aide	\$95	Utility Coordinator	\$159
CAD Operator III	\$139	Plans Examiner	\$145	Assistant Construction Manager	\$150
GIS Analyst I	\$145	Senior Plans Examiner	\$159	Construction Manager	\$160
GIS Analyst II	\$164	Assistant Construction Permit Specialist	\$102	Lead Construction Manager	\$175
GIS Analyst III	\$176	Construction Permit Specialist	\$107	Project Manager IV	\$203
Environmental Analyst I	\$121	Senior Construction Permit Specialist	\$125	Deputy Director	\$211
Environmental Analyst II	\$135	Supervising Construction Permit Specialist	\$133	Director	\$216
Environmental Analyst III	\$144	Assistant Building Inspector	\$120	INSPECTION SERVICES	
Environmental Specialist	\$155	Building Inspector***	\$133	Public Works Observer (Non-Prevailing Wage)	\$110
Designer I	\$145	Senior Building Inspector	\$145	Public Works Observer (Prevailing Wage)	\$120
Designer II	\$150	Supervising Building Inspector	\$159	MAPPING AND EXPERT SERVICES	
Senior Designer I	\$159	Inspector of Record	\$174	Survey Analyst I	\$125
Senior Designer II	\$167	Deputy Building Official	\$174	Survey Analyst II	\$145
Design Manager	\$170	Building Official	\$176	Calculator I	\$125
Senior Design Manager	\$176	Plan Check Engineer	\$174	Calculator II	\$139
Project Manager I	\$156	Supervising Plan Check Engineer	\$176	Calculator III	\$151
Project Manager II	\$177	Principal Project Manager	\$207	Senior Survey Analyst	\$164
Project Manager III	\$187	Deputy Director	\$211	Supervisor - Survey & Mapping	\$178
Project Manager IV	\$203	Director	\$216	Principal Project Manager	\$207
Principal Project Manager	\$207	PLANNING		LANDSCAPE ARCHITECTURE	
Program Manager I	\$174	CDBG Technician	\$70	Assistant Landscape Architect	\$125
Program Manager II	\$188	CDBG Specialist	\$85	Associate Landscape Architect	\$145
Program Manager III	\$208	CDBG Analyst	\$100	Senior Landscape Architect	\$159
Assistant Engineer I	\$121	CDBG Coordinator	\$125	Principal Landscape Architect	\$176
Assistant Engineer II	\$137	CDBG Manager	\$150	Principal Project Manager	\$207
Assistant Engineer III	\$144	Planning Technician	\$107	ADMINISTRATIVE	
Assistant Engineer IV	\$149	Assistant Planner	\$133	Administrative Assistant I	\$79
Associate Engineer I	\$155	Associate Planner	\$145	Administrative Assistant II	\$95
Associate Engineer II	\$161	Senior Planner	\$164	Administrative Assistant III	\$111
Associate Engineer III	\$168	Principal Planner	\$176	Project Accountant I	\$90
Senior Engineer I	\$171	Planning Manager	\$192	Project Accountant II	\$105
Senior Engineer II	\$174	Deputy Director	\$211	Project Controller I	\$111
Senior Engineer III	\$177	Director	\$216	Project Controller II	\$125
Senior Engineer IV	\$185				
Supervising Engineer	\$190				
Traffic Engineer I	\$188				
Traffic Engineer II	\$203				
City Engineer I	\$203				
City Engineer II	\$213				
Deputy Director	\$211				
Director	\$216				
Principal Engineer	\$235				

Mileage/Field Vehicle usage may be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub-consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2019 thru June 30, 2020, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area up to five percent.

Rev 7/2/19





Appendix

Sample Documents

Below are samples of our Daily Inspection Reports, Working Day Statement, and Quantity Sheets for the City's consideration.

Daily Inspection Report

DAILY CONSTRUCTION REPORT																																																	
PROJECT: Tustin Ranch Road/ El camino Real TS Mod. JOB NO. CLIENT: City of Tustin CONTRACTOR: Hillcrest Contracting PROJECT MANAGER: Joann Wu					DATE: 6/26/19 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DAY:</td> <td>S</td> <td>M</td> <td>T</td> <td>W</td> <td>TH</td> <td>F</td> <td>S</td> </tr> <tr> <td>WEATHER:</td> <td colspan="2">SUNNY</td> <td colspan="2">OVERCAST</td> <td colspan="2">RAIN</td> <td>SNOW</td> </tr> <tr> <td>TEMP.:</td> <td>TO 32</td> <td>32-50</td> <td>50-70</td> <td>70-85</td> <td>85 UP</td> <td colspan="2">REPORT No.</td> </tr> <tr> <td>WIND:</td> <td>STILL</td> <td>MOD</td> <td colspan="2">HIGH</td> <td colspan="3"></td> </tr> <tr> <td>HUMIDITY:</td> <td>DRY</td> <td>MOD</td> <td colspan="2">HUMID</td> <td colspan="3">8</td> </tr> </table>					DAY:	S	M	T	W	TH	F	S	WEATHER:	SUNNY		OVERCAST		RAIN		SNOW	TEMP.:	TO 32	32-50	50-70	70-85	85 UP	REPORT No.		WIND:	STILL	MOD	HIGH					HUMIDITY:	DRY	MOD	HUMID		8		
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EQUIPMENT AT THE SITE 2- Backhoes, 1 Water Truck, 1- Bobcat, 5- crew trucks																																																	
CONSTRUCTION ACTIVITIES: <div style="display: flex;"> <div style="width: 15%; font-weight: bold;">Hillcrest:</div> <div>Continued removals on phase 1 east bound El Camion Real finished removing concrete sidewalk and curb and gutter. We are running into issues with the plans on the south bound section of TRR, the plans do not call out to remove shrubs, trees, or vegetation behind the existing sidewalk to make room for the new sidewalk construction. I talked with Joann Wu about this and she agreed that we need to remove all the hedge and 1 of the large eucalyptus trees, also the irrigation will need to be modified to make sure it is not in the way of the new construction. This work will be considered extra work.</div> </div> <div style="display: flex; margin-top: 10px;"> <div style="width: 15%; font-weight: bold;">A&M Con.:</div> <div>Installed the 2 new reclaim water service lines (which are copper) from the new hot tap on the east bound #1 lane of El Camino Real to the north side of the street behind the nes proposed sidewalk location, behind the Sears building.</div> </div> <div style="display: flex; margin-top: 10px;"> <div style="width: 15%; font-weight: bold;">Buccola:</div> <div>They were onsite to repair some existing irrigation wires that were hit by VE tree trimming during the process of stump grinding the water valve electrical lines were very shallow, there approximately 6 wires that were damaged and repaired.</div> </div> <div style="display: flex; margin-top: 10px;"> <div style="width: 15%; font-weight: bold;">Belco Elec.</div> <div>Randy with Belco was out today to look at the work he needs to do on south bound TRR. It looks as if they will need to place new TS interconnect conduit and relocate the Edison street light run to get it behind the new curb and gutter as currently it will be in the new street grade. Belco will have a crew out tomorrow to remove the 4 street lights that need to be relocated.</div> </div>																																																	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <div style="border-top: 1px solid black; width: 100px; margin-bottom: 5px;"></div> <div>LEE MARSHALL</div> </div> <div> <div style="border-top: 1px solid black; width: 100px; margin-bottom: 5px;"></div> <div>Public Works Observer</div> <div>TITLE</div> </div> </div>																																																	





Working Day Statement

STATEMENT OF WORKING DAYS

Report No. 1 **Agency:** City of Tustin

Job Number: CIP No. 70239

To: Jason G. Jones **Name:** Tustin Ranch Road @ El Camino
Contractor: Hillcrest Contracting **Real Traffic Signal/ Intersection Modifications**

The following statement shows the number of working days charged to your contract for the period ending:

- A. Working day
- B. Non-working day because weather or weather conditions (Explain)
- C. Non-working day because of utility relocation and/or alteration (Explain)
- D. Non-working day because of: FILL-IN EXPLANATION BELOW

DATE	DAY	CODE	EXPLANATION
6/17/19	MON.	A	Potholing for undergorund work
6/18/19	TUES.	A	No one working today
6/19/19	WED.	A	Potholing for undergorund work/ recessing plates
6/20/19	THURS.	A	Potholing for water services
6/21/19	FRI.	A	Potholing for water services

REMARKS: This project has 75 working days per the contract specifications. The contractor start date per there construction schedule is June 17,2019 and finish date should be October 2,2019. The end date may change due to working day extensions approved by the City, or weather delays.

FIRST WORKING DAY: June 17,2019 **SPECIFIED DATE FOR COMPLETION:** 75 working days

1	Working days specified in the contract		75
2	Working days at the beginning of this period:	0	
3	Working days this period:	5	
4	Working days to date, including this period (2+3)	5	5
5	Time extensions approved to date (Code B,C,D)	0	
6	Time extensions approved to date	0	
7	Time extensions approved to date (Other)	0	
8	Total time extensions approved to date (5+6+7)	0	0
9	Working days remaining to complete the contract (1 - 4 + 8)		70

Revised completion date: **October 2,2019**

 Contruction Manager

NOTE: The Contractor will be allowed fifteen (15) working days in which to protest in writing the correctness of this statement. Otherwise this statement will be deemed to have been accepted by the Contractor as correct.

cc:Contractor, Field File, Resident Engineer, Project Manager





Quantity Sheets

QUANTITY SHEET

PROJECT: 2019 Tustin Major Maintenance

JOB NO.: CIP 70018

BID ITEM NO.: 22

DESCRIPTION

ESTIMATED QUANTITY: Square Foot

Type1- Tire Rubber Modified Slurry Seal
(TRMSS) with Latex (with Crack Routing
and Sealing)

DATE	LOCATION	STATION		LENGTH	WIDTH	AREA	COMMENTS
		FROM	TO				
10/11/19	Bell Ave	Redhill	End	2309	44		101,596 s.f.
10/11/19	Mosher Ave.	Bell	Valencia	1271	40		50,840 s.f.
10/11/19	Gateway Circle	Bell	End	493	40		19,720 s.f.
10/11/19	Del Amo	Valencia	End	269	41		11,029 s.f.
10/11/19	Morgan Circle	Mosher	End	261	40		10,440 s.f.
	JOB TOTAL						193,625 s.f.



CONSULTANT AGREEMENT

THIS AGREEMENT is made this **25TH** day of **FEBRUARY 2020**, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Wallace & Associates, Inc. , a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated February 25, 2020
2. CITY desires to utilize the services of CONSULTANT to provide ON-CALL INSPECTION SERVICES.
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:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5. There shall be an option to extend the performance period of this Agreement by an additional two-years, including the increase in compensation by \$250,000 (Two-Hundred Fifty Thousand Dollars). This Two-Year Extension shall be executed at the sole discretion of the CITY.
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. Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 Not to Exceed. Compensation under this Agreement shall not exceed \$500,000.

- 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.
- 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 \$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;
 - 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 CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

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 understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship

of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, 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:

WALLACE & ASSOCIATES, INC.
ATTN: Carl Wallace
1655 East 6th Street, Ste. A-4a
Corona, CA 92879

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

Engineering:	City Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	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.

[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: _____, 2020

By: _____
City Manager

ATTEST

"CONSULTANT"

City Clerk

By: _____
Title: _____

Dated: _____, 2020

Dated: _____, 2020

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: _____, 2020

December 19, 2019

City of Garden Grove
Mark Uphus, PE—Senior Civil Engineer
11222 Acacia Parkway
Garden Grove, CA 92842

*Box 909
Murietta 92564*

Subject: 2019 Request for Proposal for On-Call Inspection Services

Dear Mr. Uphus:

Wallace & Associates Consulting, Inc. (W&A) is pleased to present our proposal to provide On-Call Inspection Services for the City of Garden Grove (City). W&A is a local leader in performing these exact services on similar projects for public agencies, including Garden Grove, and throughout Southern California.

About W&A. Since establishing the firm in January 2010, our mission has been to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies such as the City. W&A was designed to address the difficult economic conditions that had affected the country. One competitive advantage is our lean overhead structure. By keeping our costs low, we provide W&A employees better pay/benefits and charge city and public agency clients less for the same high-quality staff and service; this is what sets us apart from other companies. As the California economy has grown and stabilized, W&A has also grown; however, we still maintain our commitment to providing low cost/high quality Project Management, Construction Management, Construction Inspection and Labor Compliance solutions for our clients. W&A believes we can continue to serve our mission by assisting the City's Capital Projects Engineering group provide service to its roughly 175,000 residents.

Currently, W&A has over 40 associates with varied backgrounds and experience in public works project implementation. W&A has a proven track record in providing a full range of services including:

- | | | |
|---------------------------|---------------------------------|---------------------------------|
| ✓ Full Time Inspection | ✓ Staff Augmentation | ✓ Constructability Review |
| ✓ Part Time Inspection | ✓ Labor Compliance Auditing | ✓ Field Engineering |
| ✓ Construction Management | ✓ Grant Funding Monitoring | ✓ Estimating |
| ✓ Project Management | ✓ Plan and Specification Review | ✓ Cost and Schedule Engineering |

W&A has a strong reputation in providing highly qualified staff of project managers, construction managers, construction inspectors, project engineers, office engineers, labor compliance and administrative staff to complete a wide range of CIP and development projects. These projects have included street rehabilitation, traffic signals, storm drain, medians, ADA ramps, alley paving, slurry seal, parks, landscaping, mitigation areas, street lights, facility improvements, water reservoirs, domestic water pipeline, sanitation collection, non-potable water and irrigation pipelines, wells, pump/booster stations, water/wastewater treatment facilities, stormwater facilities and groundwater replenishment facilities.

Our proposal will demonstrate in detail why W&A would be a great company to continue to assist the City in implementing its capital projects. Our key strengths include the following:

Local Experience. W&A and its staff have performed similar On-Call CM and Inspection services for cities in Orange County and Southern California including Garden Grove, Fullerton, Irvine, Lake Forest, Huntington Beach, Laguna Niguel, Yorba Linda, Manhattan Beach, Culver City, Torrance, Santa Fe Springs, Chino, Corona, Murrieta, Temecula, Ontario, Pomona, Rialto, Fontana, Oceanside, Escondido and Banning. W&A has also provided these same services for water districts including Inland Empire Utility Agency, Corona Department of Water and Power, Rancho California Water District, Elsinore Valley Municipal Water District, Western Municipal Water District and Jurupa Community Services District.

An Experienced Team. Our Project Manager, Carl Wallace, PE, will be the point of contact for our team and our services. Once our work starts, he will provide QA/QC for our company and have overall responsibility for the performance of our team, the satisfaction of the City with the services our team will provide, and the overall success of the projects with which we are tasked. Carl brings strong management experience having worked throughout the state for over 28 years on major projects in the construction phase. He has managed similar as-needed construction services contracts on a statewide basis and has worked in the counties of Riverside, San Bernardino, San Diego, Orange, San Jose, Los Angeles, Sacramento, San Francisco, Modesto, Tulare and Mono. He has also managed statewide contracts for Caltrans in Districts 5, 6, 9, 10 and 11. He is currently managing similar contracts for cities including Garden Grove, Irvine, Fullerton, Lake Forest, Huntington Beach, Corona, Rialto, Murrieta, Chino, Temecula, Santa Monica, Manhattan Beach, Culver City, Ontario and Pomona and utility agencies including Coachella Valley Water District, Inland Empire Municipal Water District, Indio Water Authority, Rancho California Water District, Ontario Municipal Utilities Company, California American Water Company, Valley Center Municipal Water District, Elsinore Valley Municipal Water District and Inland Empire Utilities Agency.

W&A only provides Project Managers, Construction Managers and Inspectors that each have over 20 years of experience completing public agency CIP projects in Southern California. Our W&A team members have previously worked for dozens of years within local City Public Works Departments, Water Departments, Utility Agencies, engineering consulting firms and even as contractors. Our Project Managers are certified Professional Engineers and/or Construction Managers; most have worked internally as city staff and served as consultants. Our Construction Managers either have worked as a contractor, have a professional engineer license, or both and have earned specialized certifications including Certified Construction Manager. With our large group of over 25 inspectors, each bringing over 20 years of similar experience on capital and development projects, we are able to staff jobs with the right qualifications whenever the City may need help. Our inspectors have excellent qualifications, including numerous certifications related to construction inspection. These certifications include APWA, ACIA, QSP, and D-1, D-2, D-3, D-5, T-1 T-2 and T-3 certifications for water distribution and treatment. We also have staff that are Certified Cross Connection Specialists, Certified Welding and Structural Steel Inspectors, NACE Certified Coating Inspectors and numerous inspection staff with reinforced concrete, structural steel and asphalt inspection certificates through ICC and ACI. They also have experience with testing related to water projects, including hydrostatic testing, chlorination/de-chlorination, dewatering and bac-t tests. In addition, W&A has a team of Labor Compliance Administrators able to provide prevailing wage, Davis Bacon and DIR monitoring, review and assistance during all phases of the project. Most importantly, W&A is able to offer these services as a complete all-inclusive construction management team or individually as full and/or part time support to the City.

W&A Wants to Continue to Provide Excellent Services as Part of Your Team. W&A is a true partner and can work with the City to achieve its staffing needs to provide high quality services to its service area. We are eager to continue to be a part of Garden Grove's construction team and to help the City staff in successfully implementing capital projects and additional services such as street, storm drain, water, sewer and traffic signal improvements to implement its capital projects. Our team is headquartered in nearby Corona and we are committed to exceeding the City's goals for project success. We highlight the following qualifications that we believe makes the Wallace & Associates Team a great partner to continue to assist your City:

- ✓ **Construction Services Specialists:** W&A was established exclusively to provide project management and construction phase services. Our expertise in this area of professional construction engineering and inspection services is a major advantage in selecting our company for this assignment. Also, since we provide exclusively construction services, we are not burdened by the office overhead, equipment and staff costs required to manage a design practice. This allows us to pass on savings to our clients. Our staff resides on the job site and we believe this leads them to be more dedicated to the project and the client. Our management staff comes to them, allowing all of us to stay focused with the progress of the work, the activities of our staff and the overall satisfaction of the client.
- ✓ **Construction Management Tools:** W&A utilizes standardized forms and tracking tools to manage the project documentation. We have established daily reports that our inspectors complete using their laptops and air cards to complete their reports at the end of the day. The end result is that our service meets and exceeds the City's requirements and provides the level of detail to fully document the work each day; this data also provides a framework of documentation for funding reimbursement. We provide our staff with all necessary equipment to do their job. They have construction vehicles with clear company identification, safety lights and tools to perform their inspections. They are also equipped with cell phones, laptop computers, printers (if needed), fuel cards, maintenance cards, and all personal safety equipment.
- ✓ **High Quality/Low Cost Staff:** W&A has experienced staff that would be dedicated to the City's projects. We also have high quality back-up and part time Inspectors as well as Construction Managers that we can consistently provide as inspectors for the City's projects. Our low overhead results in rates which allow us to provide Construction Managers for the same or lower cost than other companies charge for Inspectors. Providing cost savings and excellent overall value to the City is our top priority.

Scope of Services Overview. Based on our reading of the RFP, we understand the City will need on-call inspection services to support upcoming capital improvement projects. The level of staff required for these projects will vary based on each individual project's size and the City's available internal resources. The City will benefit from a firm able to provide flexible and nimble staffing solutions to fit the projects' budgets and needs. W&A brings a solid reputation of providing CM and Inspection services to Garden Grove and similar cities and public agencies and appreciates the opportunity to continue to offer the City these same resources.

We realize Garden Grove has many options in selecting Construction Management and Inspection firms, and we respectfully present an overview of W&A's qualifications and relevant distinguishing factors that demonstrate why we are the best solution for providing these services.

For the past ten years clients have continued to choose W&A for our responsiveness, our experience in a variety of CIP and development projects and our staff's ability to help ensure the success of every project. Several of our clients have renewed their initial contracts with us since our formation as a company.

As W&A's President, I have spent my 28-year career delivering project and construction management solutions throughout Southern California. Since starting the firm ten years ago, I have focused on providing exceptional value and service to clients like the City on all aspects of public works and related capital projects for cities and other public agencies. I will serve as the Project Manager/Resource Manager for the contract. I can be reached by phone (951) 966-7774 and email: carl@wallace-cm.com. Mailing Address is PO Box 909, Murrieta, CA 92564.

W&A has the ability and willingness to comply with all provisions stated. This proposal shall be valid for ninety (90) days from the date of the submittal. W&A is excited for the opportunity to continue to provide On-Call Inspection Services to the City of Garden Grove and believe our detailed qualifications that follow this letter will meet and exceed the City's requirements.

Sincerely,



Carl Wallace, PE
Project Manager / Principal

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Section 2 – Understanding and Approach



Wallace & Associates Consulting, Inc. (W&A) provides Project Managers, Construction Managers and Inspectors, the majority having over 20 years of experience, who have completed hundreds of public agency CIP projects in Southern California. Our Project Managers are licensed Professional Engineers with experience in all aspects of design and construction. Our Construction Managers have either worked as a contractor or have a professional engineer license, or both and have earned specialized certifications including Certified Construction Manager. Our Inspection staff has diverse and relevant certifications to help with every aspect of projects including ACIA, QSP and ICC concrete, asphalt and steel certifications. Our W&A team members have previously worked for years within local City Public Works Departments, Water Departments, Utility Agencies, engineering consulting firms and even as contractors.

W&A has relevant PM, CM and Inspection experience and expertise for virtually every type of project that a City could implement in their capital and land development programs. We have an enviable track record of providing highly qualified and experienced staff to support any project within Southern California. Our Project/Construction Managers and Inspectors each bring in-depth understanding of project life cycles, potential challenges and the ability to provide resolutions for any encountered issue. Their CIP work encompasses the following types of projects:

- | | | |
|-------------------------------------|----------------------------------|------------------------------------|
| ✓ Drainage improvements | ✓ Water storage and distribution | ✓ Sports fields |
| ✓ Traffic signals | ✓ Well drilling and equipping | ✓ Bike trails |
| ✓ ADA upgrades | ✓ Emergency projects | ✓ Street lighting |
| ✓ Sidewalks, curbs and gutters | ✓ Parks | ✓ Buildings |
| ✓ Streets | ✓ Open space amenities | ✓ CIPP Rehabilitation |
| ✓ Water/Wastewater treatment plants | ✓ Landscaping | ✓ Bridges |
| | ✓ Playground equipment | ✓ Wet and dry utility installation |

With over 40 associates, W&A can provide the City with a full Engineering Services Team with services including not only Inspection, but also Project Management, Construction Management, Specialty Inspection, Office Engineering, Labor Compliance and Administration out of our Corona office. These resources ensure W&A is capable of working on a variety of public works infrastructure projects. In fact, W&A has provided the exact requested services for numerous clients throughout Southern California. Additionally, 75% of our contracts are for on-call services for Southern California cities and agencies. We have consistently provided top quality experienced staff to cities and agencies on very short notice (24 to 48 hours). We obviously would like as much notice as possible to provide solid staffing solutions, but City staff can rest easy knowing that we can perform under all circumstances and with short notice.

Clients continue to choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's ability to help ensure the success of every project. We are proud of the fact that several of our initial clients have renewed multi-year contracts with us over the years. Please refer to our cover letter for a list of our current southern California clients.

Approach to Delivering Services

W&A believes that the ability to deliver high-level services and error free deliverables to our clients is the direct result of four Key Factors:

- ✓ Recent relevant experience and training
- ✓ Proactive management and communication plan
- ✓ Commitment to problem solving
- ✓ QA/QC Plan

Recent Relevant Experience and Training. Our W&A team members have previously worked for years within local City Public Works Departments, Water Departments, Utility Agencies, engineering consulting firms and even as contractors. The majority have a minimum of 20 years of professional CM and/or inspection experience. All have been successfully vetted and confirmed by the rigors of the municipal and/or State Public Agency System and bring that specific knowledge of the process and system to each project. Many possess relevant, specialized certifications. This background ensures that every member of our project team understands that all work must be constructed in accordance with the City's, local and regional standards. Knowing and being familiar with these standards is the foundation for ensuring high quality. Our Construction Managers and Inspectors routinely serve as a reference and resource pertaining to questions regarding construction management and inspection principles, policies and practices.

Proactive Management and Communication Plan. W&A is very proactive in our approach to project delivery. At the beginning of each project we prepare a project management action plan which outlines the roles and responsibilities of our staff and the client team, including third parties and other stakeholders. This document allows us to clarify, document and stack hands in agreement of the expectations for each team member.

Section 2 – Understanding and Approach

A key aspect of our approach is teamwork and effective, regular communication with both clients and stakeholders. We rigorously interview and hire staff with excellent communication and verbal skills. This sets the bar very high, but we have found these skills lead to the best possible outcomes for our clients. We pride ourselves in maintaining a professional and smooth operation throughout projects.

Prior to starting work our Project/Construction Manager will facilitate the collaboration with the Project Manager/Engineer for the City. Typical items to communicate, depending on the type of work, include review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project, review the day to day project responsibilities, review the content and format of the daily inspection reports for the project, review the required testing procedures and forms, and discuss roles and responsibilities regarding the City's procedures for notifications, changes, corrections, delays, rejections and tolerances.

For example, for an Inspection assignment, our staff will coordinate with the City's management each day and review the known activities and their anticipated times. We will develop a work progress plan and schedule for their activities and progression of where they need to be throughout the day. As activities pick up we can plan for additional part time or day-to-day support if needed, as well as coordinate with the City staff that may have availability at times to assist in covering the work. Prioritizing the work is also important, placing inspection of structures and buried infrastructure ahead of lesser important items of work. The key to dealing with multiple project locations is proactive planning, coordination and constant communication with the field staff.

Commitment to Problem Solving. We have a deliberate business strategy to attract and hire professional individuals with a very high level of personal commitment to problem solving. While commitment is not a true technical ability, it is certainly an interpersonal trait that is oftentimes the main driver in all of our success. A great example of commitment to problem solving involves the recent experience of one of our Construction Managers. During his first week on a job, he could not figure out why the contractor was using potable water for the draw pond in support of the mass grading operation when there was nearby available recycled water. When he asked about it, the contractor they said that they could not use it because there was always a conflict with the adjacent park, parkways and median landscape watering schedule. Unwilling to accept that answer, our CM went to every irrigation timer and checked the start and stop times for each circuit. The CM then came up with a draw pond water schedule to allow for the filling of the pond with reclaimed water. We received feedback from the contractor that our CM had saved them up to \$30K/month with that seemingly simple amount of effort. This initial gesture helped create a collaborative environment where that project ran extremely smoothly throughout the nine-month contract.

Quality Assurance/Quality Control Plan. W&A will administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work and the budget. The foundation of our QA/QC plan is built upon the prior described Key Factors; we then add our established project controls and documents file structure system and implement it with our Office Engineers and Construction Coordination Specialists to provide continuity, consistency and instant accessibility and availability of data to the client. Our field staff is adept at communicating clearly verbally and in writing for construction documentation. We conduct internal Daily Inspection Report training sessions and apply this same training standard and sign off for subconsultant inspectors as well.

Our QA/QC plan covers each of our typical project deliverables for our Construction Management, Inspection, Labor Compliance and Materials Testing services. Deliverables include:

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| ✓ Weekly Reports | ✓ Employee Interviews | ✓ Punch Lists |
| ✓ Monthly Progress Reports | ✓ Certified Payroll Audits | ✓ Water Shut Down and Tie-in Plans |
| ✓ Daily Extra Work Reports | ✓ Weekly Statement of Working Days | ✓ Operations and Maintenance Manuals |
| ✓ Invoices | ✓ Contract Change Orders, Cost Estimates | ✓ Project Certification |
| ✓ Daily Inspection Reports | ✓ Materials Testing Reports | ✓ Proposed Final Estimate |
| ✓ Discrepancy or Non-Conformance Notices | ✓ As-Built Plans | ✓ Final Pay Estimate |
| ✓ Job Site Photos | ✓ Start-up Plans | ✓ Project Files |

Our Monthly Report includes Status Logs of all RFI's, Schedule Reviews, Submittal Reviews, Progress Payments, CCO's, Testing, Special Inspections and Public Contacts. If selected, W&A will provide the City with a detailed Quality Assurance/Control Plan and adjust to mirror the City's requirements.



For ten years clients continue to choose W&A for our responsiveness, our experience in a variety of CIP and development projects and our staff's ability to help ensure the success of every project.

Section 2 – Understanding and Approach



Even with training, communication and internal quality assurance measures, there are times when mistakes are made on a project or a staff conflict occurs. If this should happen, our Project Manager, Carl Wallace, PE, will work closely with the City's project team to first resolve the problem and then put measures in place to ensure future problems are not encountered. While we will always attempt to resolve any issue, we also understand that in rare cases a staff change may be the next necessary step. If this should occur, we will provide the City with resumes of available and comparably experienced staff.

Scope of Work

W&A has reviewed the Scope of Work from the RFP provided by the City covering the areas of Inspection Services. W&A agrees to the scope identified and notes that since these areas form the primary line of our core business, we have a high level of expertise and experience in performing these services. The actual approach to each project would appropriately vary with the status, complexity and size of the project. Below are the specific scope items from the City's RFP. These are followed by our detailed W&A scope for managing projects and providing inspection services for our clients.

Inspection Services Scope. Per the RFP, the scope of services includes, but is not limited to, the following:

- ✓ Provide daily and possibly intermittent inspection services of the work covered in the contract documents.
- ✓ Ability to review, accurately interpret and implement the provisions of contract documents, soils reports, survey data, Caltrans Standard Specifications, "The Green Book" and the Garden Grove Municipal Code.
- ✓ Serve as the City's representative and liaison to the contractor and his staff during the construction of the project.
- ✓ Firmly, confidently and professionally confront the contractor for unacceptable work, practices and unsafe conditions.
- ✓ Review and provide recommendations on contractor submittals and shop drawings.
- ✓ Effectively and expeditiously communicate with City staff, design consultants and Contractor to identify conflicts, construction problems and coordination issues to obtain needed action.
- ✓ Review, collect, organize, and approve load tickets from material providers.
- ✓ Confidently and professionally reject materials not meeting specifications.
- ✓ Confirm in writing that work being inspected conforms to the contract requirements and promptly report unacceptable work to the Contractor and Engineer.
- ✓ Prepare and submit to the City complete and accurate daily inspection reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues, directions given to the contractor and photographs of the work performed each day. The inspection reports shall be completed daily and copies submitted to the City weekly.
- ✓ Prepare and submit documents of quality and caliber so as to pass the scrutiny of FHWA and Caltrans for federally and state funded projects.
- ✓ Monitor project work and adjacent areas for unsafe conditions and promptly report it to the Contractor and the Engineer for resolution.
- ✓ Enforce all of the provisions of the Storm Water Pollution Prevention Plan and all NPDES provisions.
- ✓ Perform all duties in a manner that promotes the cost-effective execution and progress of the work.
- ✓ Coordinate compaction and materials testing using City's geotechnical consultant.
- ✓ Establish and maintain compaction location records to verify compaction coverage.
- ✓ Verify and sign contractor's daily extra work reports documenting force account (time & materials) work.
- ✓ Assist Engineering staff in contract change order negotiations with Contractor.
- ✓ Review Contractor's payment requests and verify quantities of completed work for progress payments to the Contractor.
- ✓ Issue verbal instructions to contractor regarding routine matters and follow up with written instructions for more important or formal matters and as directed by the Engineer.
- ✓ Conduct an end-of-project inspection and prepare a written punch list documenting incomplete or corrective work.
- ✓ Conduct final inspection to verify that all items on the punch list have been completed or corrected and make a written recommendation to the City concerning acceptance of the project.
- ✓ Verify Contractor's progress on as-built plan preparation monthly. Verify that the as-built plans submitted by the Contractor are accurate.
- ✓ Track survey monument and tie preservation/replacement with contract work.
- ✓ Confirm the reestablishment of survey monumentation in keeping with Senate Bill 1563.
- ✓ Perform project closeout duties including final organization of project files and submit to City for approval.
- ✓ Conduct employee interviews for State and Federally funded projects and compare stated wages with the contractor's certified payroll.

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W&A Inspection Approach. Construction inspection is all about documenting the project and getting the material and facilities put in place in accordance with the regional standards and project documents. W&A understands that each inspection report is a legal document and we treat them as such. The Inspector is on site to observe and confirm the quality of the field work. Key activities include:

Familiarity with the Project: The first thing we do prior to the start of work is become familiar with the project. In order to acquire this familiarity W&A will visit the project site and construction areas. When the plans and specifications are currently being developed, W&A will review project scope and become familiar with the following:

- ✓ Construction drawings showing details of the proposed method of construction
- ✓ Phasing, scheduling and sequencing of operations to be performed during construction
- ✓ Methods of pedestrian and vehicular traffic control in the project vicinity
- ✓ Required project signage and notifications to the public
- ✓ Methods of resolving conflicts in the plans and specifications
- ✓ Methods of resolving construction delay
- ✓ Methods of resolving contract change order
- ✓ Process for coordinating construction with underground utility agencies
- ✓ Review of soil reports, material testing, and construction material submittals
- ✓ Document pre-work video and photographs of the project areas

Constructability Review: When a project bid opening occurs prior to our contract start, we will quickly review all documents and look for potential changes and make the City aware of any recommendations that we may have.

Authority: W&A will review our role and responsibility for each project we work on with the City. The authority level of our specific role, lines of communication and approvals for our specific scope of work will be reviewed and established, so we all start the project on the same page. We work diligently to identify and clarify W&A's specific authority levels for RFI's, CCO's, PCO's, Submittals and Progress Payments at the onset of the project prior to start of construction. The City has established signature authority and procedures and forms that we will review and ensure we understand our role and authority on each project.

Pre-Construction Conference: W&A Inspector will attend the Pre-Construction Meeting. The Inspector can assist in notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The agenda and minutes should include the following items, at a minimum:

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| ✓ Introduction of key personnel | ✓ Review sub-contracts |
| ✓ Responsibilities of City | ✓ Integration of utility coordination activities into schedule |
| ✓ Safety responsibilities of contractor | ✓ Documentation and tracking controls |
| ✓ Overview of project | ✓ Establish progress payment and change order procedures, scope, schedule and cost change administration, notification requirements, controls, submittal and RFI processes |
| ✓ Confirmation of fully executed contract documents and Notice to Proceed | ✓ Identify long lead and any substitution and "or-equal" items and testing – review call-out requirements and deputy/ special and testing requirements |
| ✓ Establishment of contract time and completion date | ✓ Review survey for consistency with the design |
| ✓ Review of working day definition and holiday schedule | ✓ Procedures for labor compliance monitoring and reporting |
| ✓ Identify overall project goals will be identified | ✓ Establish understanding of right-of-way, easements and special access considerations, traffic control, placement of signs (etc.) |
| ✓ Provide chain of communication and key contacts | ✓ Questions and answers |
| ✓ Overview of public relations | ✓ Discuss action item assignments and procedure |
| ✓ Discuss and define scope, critical design elements, schedule and cost factors | |
| ✓ Discuss experience and key roles in the project | |
| ✓ Identify potential issues and critical items | |
| ✓ Define jurisdictional agencies | |
| ✓ Discuss master schedule | |

Project Communication: W&A Inspection staff has excellent written and verbal communication skills. Simple and clear communication that is similarly documented is what our staff will bring to this project.

Section 2 – Understanding and Approach



Submittal Processing: The Inspector will obtain necessary submittals for compliance with the specifications for each project. He will maintain the current submittals for verification that work in the field in compliance with the approved submittals. All shop drawings, samples and other submittals received from the contractor will be logged in and routed to the City and the designer. Responses will be logged in and transmitted to the contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, W&A will recommend key contractual requirements for the contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions.

RFI's: Upon receipt, the Inspector will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, in the event that the design engineer or City staff is required to answer questions, the Inspector will coordinate a timely resolution. W&A will identify potential impacts to cost or time that may result due to issues identified in RFI's, with recommended alternatives or solutions to mitigate the potential impacts.

Weekly Statement of Working Days: When applicable the W&A Inspector will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Problems and Solutions: The W&A proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The W&A staff will quickly implement the alternative which suits the best interests of the project and the City. W&A will effectively and quickly communicate with City staff, design consultants and the contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFI's.

Project Controls: Complete and current project files will be kept at the job site, or at a location agreeable to the City, and these will always be available to the City. Electronic copies of files will be accessible to the City on our cloud storage site. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims information, daily inspection reports, quantity calculations, test reports, etc. The W&A team will prepare a detailed file indexing system for all project hard files, and we would offer an industry standard system for contract administration for logging and tracking of critical issues, change management, RFI's, submittals, digital data and scanned documents. W&A can use City standard or customized forms. We will adapt our system to the specific needs of the project to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.

Schedule Review: W&A is very familiar with the mainstream scheduling software used by the public works contracting industry including, but not limited to, Primavera P7®, Suretrak® and Microsoft Project®. The W&A Inspector will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The schedule will not be approved as the baseline until all discrepancies are resolved. The CM team will evaluate the baseline project schedule for the following:

- ✓ Consistency with the contract schedule (completion within the contract time)
- ✓ Accurate start dates, completion dates, other dates detailed in the contract
- ✓ Any impacts of weather and change orders
- ✓ Sufficient detail – including submittal process and procurement requirements
- ✓ Sequence of construction and correct schedule logic
- ✓ Identification of the critical path and project float
- ✓ Cost spread allocation

Schedule Control: During the progress of construction, the W&A team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the contractor to keep the project schedule on track. A four week "look-ahead" schedule will be required from the contractor, updated weekly and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, W&A will negotiate time extensions due to change orders or other delays.

Photographs: W&A will prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. The project will be videoed as well for full capture of all detail prior to construction starting. This is important at the individual residences with separate agreements with the City for easement work.

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Contract Conformance: W&A will visit the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. W&A will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Coordination with City: W&A will monitor closely the work of the contractor. The contractor will be required to submit a four-week look ahead of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City's activities. W&A will assist the City to minimize disruption to both City and construction operations. Our staff will communicate openly with the project team and constantly be making sure that we are all fully apprised and heading in the same direction.

Job Safety: Job site safety is the responsibility of the contractor. W&A will intermittently check that the contractor is following their approved safety plan. The Inspector will review contractor's safety plan and implement tracking to assure that the contractor is following their safety plan. Our Inspector will notify the City of any accident or incident related to safety.

SWPPP: W&A Construction Managers and Inspectors have QSP certifications. W&A staff will make sure that the approved Storm Water Pollution Protection Plan is distributed to the contractor and City staff, check that the project is loaded on the state database and that the project complies with the approved WQMP. W&A will enforce all provisions of the Plan and/or other requirements set forth in the specifications. W&A staff is well versed in NPDES monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our QSP staff will prepare and execute the necessary weekly reports as well as mandated pre and post storm reporting as needed.

Materials and Workmanship: W&A will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

Documentation Interpretation and Technical Assistance: W&A will perform the coordination and expediting between the contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize any cost and time impacts.

QA/QC: W&A will perform and/or coordinate QA/QC activities daily and review activities as they happen, to make sure that QA/QC procedures are followed, and any deficiencies are resolved in a timely and efficient manner. The Construction Manager/Inspector will maintain a chronological log of all records.

Daily Construction Observation Reports: W&A Inspector will compile daily observation reports documenting the contractor's workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately. We typically include job photos with each daily report or categorize them by date and location for storage and "searchability" by title date location or key words on the computer. These are stored on our OneDrive file system which the City can access at any time.

Materials Testing and Observations: The W&A Inspector will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the contractor along with the applicable delivered materials at the project.

Change Orders and Daily Extra Work Reports: Each issue which is identified as a potential change to the design, scope, cost or contract time will generate a change notice. W&A will determine if a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the contractor. Any credits for work deleted because of the change would be required at that time as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. The Inspector will maintain a Potential Change Order (PCO) log, listing potential changes as identified, either formally or informally. This log will be used so that potential change items are not overlooked or deferred until the end of the job. W&A will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. The Inspector will also detail potential extra work associated with the (PCO) issue in questions for review later if needed through their daily report or if large enough on a separate daily extra work report. Once a CCO is fully executed, the Inspector will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application. For tracking extra work or potential change order work, the Inspector will monitor that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing: A cost control system based on the contractor's schedule of values, approved change orders and the contract amount will be developed and implemented to monitor progress costs.

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W&A Inspectors will review the payment applications submitted by the contractor, check and or verify quantities using measurement of items and verification of the quantities computed and noted in their signed daily reports. The Inspector's daily reports and measurements will determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked, it will be presented to the City for processing.

Construction Meetings and Field Meetings: The following meetings will be held on site:

Periodic Progress Meetings with agencies, design team and staff to discuss all data included in the monthly progress reports and focus on the following items:

- ✓ Progress during the period
- ✓ Major decisions made
- ✓ Planned vs. actual schedule
- ✓ Upcoming work schedule
- ✓ Current or unresolved problems
- ✓ Anticipated or pending change orders
- ✓ Impacts of problems or change orders on schedule and budget
- ✓ Discussion of new goals
- ✓ Planned vs. actual budget analysis

Weekly Progress Meetings will be mandatory for the contractor and W&A staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- ✓ Contractor's detailed four-week look-ahead schedule
- ✓ Progress and major decisions during the last week
- ✓ Update of unresolved items from previous meetings
- ✓ Status of submittals and change orders

Bi-weekly Safety and Tailgate Meetings will be mandatory for the contractor and W&A staff. Topic summary and sign-in sheet will be kept and distributed to District staff.

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of plans and specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Written Instruction: W&A will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our inspectors have speed memo forms to document any issue and provide immediately a copy to the contractor.

Plans, Specs and As-Built: W&A will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

Pre-Final Inspection: The Construction Manager and Inspector will perform the final job walk and prepare the punch list (deficiency list). W&A will coordinate and observe the completion of required corrections. Should the contractor lag on a portion of the completion of project work, W&A will estimate the value of the incomplete items and recommend specific retention amount in accordance with the contract to preserve the City's financial interest. If necessary, a change order will be recommended for approval for completion of the remaining work so that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

Final Inspection: All corrections must be made before W&A recommends processing of the "Notice of Completion." W&A is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, W&A will make a recommendation to the City regarding the contractor's final progress payment request and prepare a final progress payment report for submission to the City.

Plant Establishment Period: If there is a landscape maintenance period, W&A Inspector will provide periodic maintenance inspections as specified. Any plant material not thriving will be recommended to be replaced per the contract provisions and new maintenance will be established. Irrigation system coverage and watering times will also be checked and, if any modifications are required, these will be

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updated in the operations and maintenance manuals for the system prior to acceptance of the maintenance period and turnover of the system to City maintenance and operations staff.

As-Builts, Operations and Maintenance Manuals: W&A will require that as-builts, operations and maintenance manuals are submitted and that any training would take place prior to relief from maintenance and acceptance of the work. W&A will provide project files in compliance with any funding requirements for the project, include three copies of Operations and Maintenance Manuals, Warranties and Guarantees and generate a list of any follow-up testing or warrantee inspections that may be needed. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. Project files will be provided along with signed as-builts and job photos (in hard copy folders and electronically in a searchable directory with file name, date and key words).

Delivery of As-Builts and Close-Out Documents: W&A will review as-built plans and prepare as-built reports. W&A will assist the contractor in maintaining a field set of as-built plans to be updated daily and delivered to the City upon project completion. W&A will continually document changed field conditions and not rely on the contractor to document as-built. The Inspector will report and photograph field condition changes. The Inspector will document and keep these as-built conditions on plans on site. W&A will review the contractor's submittal of as-built conditions and compare this submittal to W&A's own documentation. Discrepancies will be discussed, resolved and recorded. Completed as-built plans will be submitted to the City within thirty (30) days of construction completion.

W&A will enforce the provisions of the specifications to require the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. W&A will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the notice of completion and release of retention.

Operations and Maintenance Manuals: If the project includes items that require an operations and maintenance manual, our Inspector will make sure that these items are submitted and that any training would take place prior to relief from maintenance and acceptance or the work.

Close-Out: W&A will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the notice of completion and release of retention.

Preliminary Notice and Lien Releases: After all requirements have been met the Inspector will sign off on the appropriate form to recommend approval to recommend release of funds.

Warranties and Guarantees: We will track all material warranties and guarantees identified in the specifications and make sure that we receive the required scope of these as well as the correct number of these documents with contact information, product names and manufacturer's representative and contact information. It is recommended that the City include a follow up schedule to have warranty items checked prior to their anniversary date so that any issues can be resolved under the contract warranty. These will be included in a binder as well as electronically stored for the City.

W&A's Strength in Staff Augmentation for Construction Management and Inspection Services

Expertise: W&A and its staff have the background, resources, track record and relevant experience in successfully delivering public works services to Garden Grove as well as other cities in southern California. We also provide services which include water and sewer should those ever be needed by the City. We have provided Project Management, Engineering, Construction Management and Inspection as a major component of our service to clients since we were founded. We have developed and continuously improved our management systems and modify them to accommodate various funding types and the typical CIP construction projects for the specific purpose of successfully delivering Capital Improvement Projects within a City in accordance with state and local requirements.

W&A also understands the importance of having our staff be experts in their field. Since our defined area of focus is construction services, we provide the appropriate resources to ensure that we offer services of the highest standard available for our specific area of expertise. This includes our PM and CM documentation system, our new and professional equipment and our staff training and recognition systems that allow us to attract and retain some of the best people in the industry.

Experienced Staff: Our goal is to provide our clients with experienced engineering and construction management professionals who possess extensive street, water and sewer expertise. We also strive to provide staff that is registered as appropriate to the level of complexity and type of projects being implemented. We have Project Managers and Construction Managers who are licensed Engineers and have Contractor licenses. Many of our primary inspectors have both contracting background and inspection certifications. These certifications include APWA, ACIA, QSP, and D-1, D-2, D-3, D-5, T-1 T-2 and T-3 certifications for water distribution and treatment. We also have staff that are Certified Cross Connection Specialists, Certified Welding and Structural Steel Inspectors, NACE Certified Coating Inspectors and numerous inspection staff with reinforced concrete, structural steel and asphalt inspection certificates through ICC and ACI. They also have experience with testing related to water projects, including hydrostatic testing, chlorination/de-chlorination, dewatering and bac-t tests. All our staff has recent training in SWPPP/NPDES and other applicable areas of expertise.

Section 2 – Understanding and Approach



Our full-time field staff members are provided a company Ford F-150 Super-Cab or Chevy Silverado Super-Cab vehicle with fuel and maintenance cards. They take these vehicles home at night for security and to not burden the client with additional vehicles to house at their facility. We provide cell phones that will connect with the client staff phones and have unlimited minute plans, so our staff does not need to worry about time usage. We provide staff with digital cameras with adequate storage to document the projects each day. We also provide staff with laptop computers and mobile air cards so they will be able to document their activities as they go, maintain their project records and daily inspection reports as they occur and distribute these reports immediately. We also provide the necessary tools for our field staff to do their job such as: heat gun, survey level, smart level, measuring wheel, tape measure, peep site and flexible rod, and probe. Of utmost importance is the provision of safety equipment (glasses, reflective vests, hard hats, jacket, cones, flares, first aid kit and fire extinguishers). Our goal is to provide our clients with experienced, safe and fully equipped staff so that they are confident in who we provide. This allows the client to focus, without distractions, on doing their jobs of managing their overall construction program.

Resources: W&A's large pool of engineering professionals, construction management and inspection staff enable us to continually attract quality people through employee referrals. This continuous pool of qualified staff allows W&A to provide the high-quality resources to quickly respond to our clients' needs. We have the resources to consistently deliver qualified, friendly, well-trained staff to our clients. We interview new staff regularly to maintain our knowledge of local and qualified available individuals ready to come on board for the next assignment.

Summary: The W&A team has excellent similar professional and field-oriented qualifications, relevant local experience and familiarity with the geographic area of the City of Garden Grove. With our corporate office located in the center of the nearby Inland Empire (Corona) and our steady growth and expansion in the region, we are more than capable of delivering the projects contemplated by the City. In fact, we are the perfect fit in size, expertise, and capabilities to support the City in implementing its capital projects. Our team is eager to continue to deliver high quality projects and staffing solutions to the City.

Section 3 – Company Information



Wallace & Associates Consulting, Inc. (W&A) was established in January 2010 as a sub chapter S-Corporation to provide cost-effective project implementation, construction phase services and staff augmentation solutions for public agencies such as the City of Garden Grove. Our business model is one of lean efficiencies and low overhead, allowing us to pass along savings to our clients. W&A only provides Project Management, Construction Management, Inspection and Labor Compliance Monitoring services to our clients. By not performing design work, we eliminate any potential conflicts of interest or the potential to 'overlook' a design flaw. Currently, W&A has over 40 associates and a pool of several part-time Inspectors able to provide services to clients on short notice. One notable benefit with W&A is our ability to provide part-time Project Managers, Construction Managers and Inspectors (as needed by the client) as well as complete construction management teams. We are able to provide a full range of services including:

- ✓ Project Management
- ✓ Construction Management
- ✓ Construction Inspection
- ✓ Staff Augmentation
- ✓ Engineering Support
- ✓ Labor Compliance Monitoring and Auditing
- ✓ Disadvantaged Business Enterprise Monitoring
- ✓ Cost Estimating
- ✓ Project Scheduling
- ✓ Grant Funding Monitoring

We can provide the City with:

- ✓ Over 40 professionals specializing in Project Management, Construction Management, Construction Inspection, Labor Compliance and Administrative Support
- ✓ Experience with CIP projects including street rehabilitation, overlay, slurry seal, storm drain, alley paving, intersection improvements, traffic signal, street lighting, utility vault and other structures, medians, driveways, landscaping and irrigation, storage, treatment, distribution, collection, facilities and water/sewer infrastructure projects
- ✓ In-house ability to provide technical and specialized services including constructability reviews, labor compliance and certified payroll monitoring, document control, office engineering, scheduling, cost estimating and grant funding assistance, etc.

Legal Name and Address of the Company	Wallace & Associates Consulting, Inc. Corporate Office Location: 1655 East 6th Street, Suite A-4a, Corona, CA 92879 Mailing Address: PO Box 909, Murrieta, CA 92564
Legal Form of Company (Partnership, Corporation)	Sub Chapter S-Corporation (Wyoming)
Name, Title, Address and Telephone Number of the Proposed Representative to Contact Concerning the Proposal Submittal	Carl Wallace, PE, President Corporate Office Location: 1655 East 6th Street, Suite A-4a, Corona, CA 92879 Mailing Address: PO Box 909, Murrieta, CA 92564 Phone: (951) 966-7774
California Business License Number	C3254119

Carl Wallace, PE, Bryan Tuschhoff, CMIT, PMP, QSP and Heidi Nesper are all authorized to bind the firm into contracts. Carl Wallace, PE, and Cathy Wallace are able to enter into contract negotiations on behalf of Wallace & Associates Consulting, Inc.

Company Commitment

W&A understands that the City of Garden Grove is requesting a company commitment of personnel consistency for each engagement for the duration of the contract (i.e. The City does not want a different inspector every month for a three-month engagement). We understand that the City requires responsible, qualified, available inspection staff familiar with typical Capital Improvement Projects and City operations to support the CIP program. The inspectors we have identified in the following section for Garden Grove's needs have strong CIP experience and expertise. Our inspectors identified in the proposal all have the expertise to accomplish street, storm drain, water, sewer and traffic signal improvements. When requested, we would set up interviews and make sure the City is satisfied with our selection of staff for the intended project. Once an assignment is made, W&A commits that we will maintain that same staff to consistently serve the project and the City of Garden Grove. In the case of an unplanned event, e.g. sudden illness, we can quickly implement a satisfactory solution.

Section 4 – Staffing



Project Team

W&A only provides Project Managers, Construction Managers and Inspectors that have over 20 years each of experience completing public agency CIP projects in Southern California. Our Project Managers are licensed Professional Engineers with experience in all aspects of design and construction. Our Construction Managers have either worked as a contractor or have a professional engineer license, or both and have earned specialized certifications including Certified Construction Manager. Our inspection staff has diverse and relevant certifications to help with every aspect of projects including ACIA, QSP and ICC concrete, asphalt and steel certifications. Our W&A team members have previously worked for years within local City Public Works Departments, Water Departments, Utility Agencies, engineering consulting firms and even as contractors.

In staffing our team, we have identified personnel within the firm who have proven track records in successfully delivering these services for the City of Garden Grove. We have the flexibility, capacity and experience and specific expertise to provide the right staff for any of the City's specific project needs.

Project Manager/Resource Manager, Carl Wallace, PE – Carl has spent his 28-year career delivering construction management solutions throughout Southern California and the Western United States including Utah, Nevada, Texas and California. Since starting the firm ten years ago, he has focused on providing exceptional value and service to clients like the City on public works, water, street, and related capital projects for cities and other public agencies. He will work closely with the City to provide the right level of staff that matches the City's project needs. Carl actively oversees W&A's on-call contracts for project and construction management for cities including Garden Grove, Corona, Rialto, Murrieta, Chino, Irvine, Fullerton, Lake Forest, Huntington Beach, La Quinta, Temecula, Santa Monica, Culver City and Pomona and for agencies such as Coachella Valley Water District, Inland Empire Municipal Water District, Indio Water Authority, Rancho California Water District, Ontario Municipal Utilities Company, California American Water Company, Valley Center Municipal Water District, Elsinore Valley Municipal Water District and Inland Empire Utilities Agency.

Carl has successfully managed these types of on-call service contracts for clients over the past 18 years. These services have included delivering staff on a 24-hour notice for construction management and inspection services. He has developed a tracking system for staff assignment that is updated on a weekly basis to know who may be available and has capacity to handle a new assignment. We track our staff by where they reside and their specific experience. The best way to evaluate Carl's ability and Wallace & Associates' track record is to reach out to our existing client references. We encourage you to communicate with these clients.

Senior Construction Manager/Senior Construction Inspector, Bryan Tuschhoff, CMIT, QSP, PMP – Bryan brings 30 years of experience in project management, construction management and construction inspection. He has worked on a diverse group of projects, which have included underground installation of wet and dry utilities including electrical, sewer, water, storm drain, oil and jet fuel pipelines, all types of asphalt paving operations, structural and architectural concrete placement. His experience also extends to mass grading earthwork operations, pile driving, caisson column installation, environmental remediation and mitigation, surface water/storm water management, SWPPP compliance, structural and architectural steel erection, and SCADA system installation. Bryan has worked on new construction projects as well as rehabilitation and improvement projects. He would assist Carl in staffing projects and even filling in if necessary.

Bryan Tuschhoff, CMIT, QSP, PMP – Recent References on Similar Assignments

CITY OF GARDEN GROVE

Mr. Mark Uphus, PE, Senior Civil Engineer
11222 Acacia Street Garden Grove, CA 92840
Phone: (714) 741-5191
Email: marku@ci.garden-grove.ca.us

CITY OF MURRIETA

Mr. Bob Moehling, PE, City Engineer
1 Town Square Murrieta, CA 92562
Phone: (951) 453-3181
Email: bmoehling@murrietaca.gov

CITY OF TEMECULA

Mr. Ron Moreno, PE, PLS, Senior Civil Engineer
41000 Main Street Temecula, CA 92590
Phone: (951) 506-5165
Email: ron.moreno@temeculaca.gov

Section 4 – Staffing



Senior Construction Manager/Senior Construction Inspector, Paul Allison, CMIT – Paul is a certified inspector with 19 years of experience on large scale capital improvement projects, primarily water related. He has served as a resident engineer and inspector on all aspects of construction from project startup, to project closeout and finalization. He works diligently to detect and resolve issues before they affect the construction schedule or budget.

Paul Allison, CMIT – Recent References on Similar Assignments

CITY OF GARDEN GROVE

Mr. Nick Hsieh, PE, Associate Engineer
11222 Acacia Street Garden Grove, CA 92840
Phone: (714) 741-5190
Email: nhsieh@ggcity.org

EL TORO WATER DISTRICT

Mr. Bobby Young, PE, District Engineer
24251 Los Alisos Blvd. Lake Forest, CA 92630
Phone: (949) 837-7050
Email: byoung@etwd.com

CITY OF HUNTINGTON BEACH

Mr. Joe Dale, City Construction Manager
2000 Main Street Huntington Beach, California 92648
Phone: (714) 536-5915
Email: jdale@surfcity-hb.org

Senior Construction Inspector, Pat Shen, QSP – Pat has over 20 years of construction related experience that includes public work CIP projects and land developments projects. He has a degree in architecture and experience in managing the construction of public and private facilities prior to his focus on public works infrastructure. Pat has recent experience involving street and road rehabilitation, paving and slurry, traffic signals, street lights, parks, reservoirs, water and sewer pipelines, storm drain. He has recently inspected several roadway rehabilitation projects for City of Garden Grove.

Pat Shen, QSP – Recent References on Similar Assignments

CITY OF GARDEN GROVE

Mr. Mark Uphus, PE, Senior Civil Engineer
11222 Acacia Street Garden Grove, CA 92840
Phone: (714) 741-5191
Email: marku@ci.garden-grove.ca.us

CITY OF TORRANCE

Mr. Steve Finton, PE, Engineering Manager
3031 Torrance Blvd Torrance, CA 90503
Phone: (310) 781-6900
Email: SFinton@TorranceCA.gov

CITY OF WEST HOLLYWOOD

Ms. Mila Sologub, PE, Assistant City Engineer
8300 Santa Monica Boulevard West Hollywood, CA 90069
Phone: (323) 356-8399
Email: msologub@weho.org

Senior Construction Inspector, Cesar Ramirez, EE – Cesar is a Civil Engineering professional with over 25 years of construction and engineering project management expertise as well as budgeting, planning, inspection and staff management experience. He has worked extensively throughout Southern California on several city CIP projects that include street/road rehabilitation and traffic signal upgrades. Cesar understands different funding requirements as well as local, state and federal regulations. He has recently inspected several roadway rehabilitation projects for City of Garden Grove.

Cesar Ramirez, EE – Recent References on Similar Assignments

CITY OF CORONA

Mr. Jeff Nelson, Inspection Superintendent
400 S. Vicentia Avenue Corona, CA 92882
Phone: (951) 545-0012
Email: Jeff.Nelson@CoronaCA.gov

CITY OF DOWNEY

Mr. Desi Gutierrez, PE, Principal Engineer
11111 Brookshire Avenue Downey, CA 90241
Phone: (949) 724-7653
Email: dgutierr@downeyca.org

GOLDEN STATE WATER

Ms. Beth McDonough, PE, CIP Director
1600 W Redondo Beach Blvd #101, Gardena, CA 90247
Phone: (562) 907-9200
Email: beth.mcdonough@gswater.com

Section 4 – Staffing



Senior Construction Inspector, David Valenzuela, EIT – David is an experienced field engineer and construction inspector with over 19 years of construction and engineering experience. He worked as a construction laborer and foreman prior to obtaining his engineering degree at Cal Poly Pomona and his Engineer-in-Training Certificate. David has since worked for Construction Management firms and Design firms where he has served on a variety projects that include City and Public Agency facilities, street improvements, site infrastructure, sewer, water, treatment, storage and drainage and pipelines. His experience includes project management, project engineering, GIS implementation, construction administration, cost controls, SWPPP inspection and field inspection.

David Valenzuela, EIT – Recent References on Similar Assignments

CITY OF GARDEN GROVE

Mr. Mark Uphus, PE, Senior Civil Engineer
11222 Acacia Street Garden Grove, CA 92840
Phone: (714) 741-5191
Email: marku@ci.garden-grove.ca.us

CITY OF TEMECULA

Mr. Ron Moreno, PE, PLS, Senior Civil Engineer
41000 Main Street Temecula, CA 92590
Phone: (951) 506-5165
Email: ron.moreno@temeculaca.gov

CITY OF BEAUMONT

Mr. Robert Vestal, PE, Engineer
550 E. 6th Street Beaumont, CA 92223
Phone: (951) 769-8522
Email: rvestal@beaumontca.gov

Why the City of Garden Grove Should Select Wallace & Associates

- ✓ W&A has current experience with the City of Garden Grove.
- ✓ W&A has extensive on-call contract experience and expertise; two-thirds of our work consists of on-call contracts.
- ✓ W&A specializes in PM, CM, Inspection and Labor Compliance Services. We do not provide design work to avoid any possible appearance of conflict of interest.
- ✓ W&A has excellent track record in staffing for projects in less than 48 hours notice.
- ✓ W&A has a strong reputation for delivering projects on time and within budget.
- ✓ W&A has more resources in Southern California than almost all of our competitors in the field of Construction Management and Inspection services (including many of the larger national firms).
- ✓ W&A's business model was created to serve as a Lower Cost/High Quality provider. We are proud of our reputation in this area.

Section 5 – Experience and References



Similar Project Experience

Clients choose W&A for our responsiveness, our experience in a variety of CIP and Development projects and our staff's ability to help ensure the success of every project.

On-Call Construction Inspection Services

City of Garden Grove, CA (2016 – Present)

Related Elements

Roadway improvements, storm drain improvements, streetscape improvements

W&A Key Staff

Contract Manager: Carl Wallace, PE

Staffing Manager: Bryan Tuschhoff, CMIT, PMP, QSP

Inspectors: Pat Shen, QSP, Paul Allison, CMIT, Cesar Ramirez, EE, Frank Moreno

Client Contact

Mark Uphus, PE

Senior Civil Engineer

(714) 741-5191

marku@ci.garden-grove.ca.us

W&A is providing On-Call Construction Inspection services for CIP projects. The contract includes street and roadway rehabilitation, facility, parks and utility relocation projects. Street rehabilitation projects are funded through federal, state and local sources. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs. The following projects are or were supported by W&A staff.

Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street (\$3M) – Installation of storm drains from Gilbert Street and Imperial Avenue to Cannery Street and Garden Grove Boulevard. This project is primarily comprised of constructing approximately 4,000' of storm drain and consists of: furnishing and installing 60", 48" and 36" diameter polypropylene pipe storm drain construction; sheeting, bracing and extensive shoring; dewatering; traffic control; furnishing/installing trench backfill with ¾" rock; constructing catch basins and local depressions; constructing manholes and junction structures; cross connections; removing existing and constructing approximately 480'

of sewer line; constructing new sewer manholes with Sancon 100 lining; removing and reconstructing 4" sewer house laterals; removing existing and constructing new 280' of 12" PVC water line; water services replacement; cold mill existing AC approximately 41,000 sf to a depth of 2" deep; furnishing and installing aggregate base and asphalt paving; adjustment of utility covers to finish grade; reestablishment of centerline ties and survey monuments. To facilitate construction work, traffic on Gilbert Street, Imperial Avenue, Magnolia Street, Cannery Street and Garden Grove Boulevard will be reduced to one lane. The storm drain improvement will reduce the risk of flooding and road closures on Magnolia Street, from Central Avenue to Garden Grove Boulevard. The project requires extensive traffic control and public outreach. The contractor uses "slide rail" shoring for the deep section (12 – 16') of the trench excavations and uses slurry backfill for approximately 1000' of backfill. W&A provides full time project inspection on this project and duties include: daily reports and photos, maintaining photo log, verification of quantities for monthly payments, public outreach, installation verification, track personnel, equipment and working hours, inspect and monitor traffic control measures, inspect and monitor SWPPP installations.

Euclid Street/Garden Grove Boulevard/Woodbury Avenue Rehabilitations and Palmwood Sidewalks (\$3.8M) – Streets under construction were: Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; traffic striping; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. The project consisted of the following:

- ✓ Euclid Street – Full depth reclamation of approximately 319,400 sf of paving from Patricia Drive to Katella Avenue Treated nine inches of road base with 1% cement, allowed to cure and performed micro-cracking. Placed approximately 9,500 tons of Fiber Reinforced Asphalt Concrete base course and approximately 3,775 tons of Fiber Reinforced Asphalt Rubber Hot Mix Cap. Also removed and replaced various portions of the center median with stamped concrete to match existing and removed and replaced various portions of curb per City standards. Installed surface mounted truncated domes. Installed new landscape irrigation, mow strip, and replaced plants at various locations in the median from Chapman Street to Katella Avenue
- ✓ Garden Grove Boulevard – Grind and capped all lanes from Nelson Street to Brookhurst Street of approximately 222,000 sf of existing paving. Placed approximately 1,050 tons of Fiber Reinforced Asphalt Concrete base course. Placed approximately 3,350 tons of Fiber Reinforced Asphalt Rubber Hot Mix cap. This project also required removal and replacement of access ramps, sidewalk, gutter, and truncated domes in various locations along Garden Grove Boulevard.
- ✓ Woodbury Avenue – Grind and removed approximately 31,000 sf of existing asphalt from the Woodbury Avenue and Harbor Boulevard. intersection to the end of Woodbury Avenue Placed approximately 800 tons of Fiber Reinforced Asphalt Concrete base course and approximately 400 tons of Fiber Reinforced Asphalt Rubber Hot Mix. Also, removed and replaced 100' of concrete curb and gutter.
- ✓ Palmwood Drive – Removed and replaced approximately 3,700 sf of concrete sidewalk, removed and replaced four existing access ramps, and modified existing block wall.

Section 5 – Experience and References



La Bonita Street Storm Drain Improvement Project (\$1.1M) – Construction inspection along La Bonita Street and Shirley Street, from Westminster Avenue to Anabel Avenue. The improvements included construction of storm drain pipes, catch basins, and removal and replacement of concrete cross gutters.

Chapman Avenue Pavement Reconstruction (\$2.4M) – Construction inspection during a reconstruction project through a major arterial and several cross streets. Duties include preconstruction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, participating in weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, negotiating and managing change orders, and monitoring schedules.

Chapman Avenue Residential Pavement Reconstruction (\$1.8M) – Construction inspection on a total of 10,130' on arterial streets. Improvements include cold planed, overlay, grading, ADA improvements, curb and gutters.

Westminster and Buaro Street Rehabilitation (\$2M) – Improvements at several streets and intersection using the Full-Depth Reclamation (FDR) process which rebuilds worn out streets by recycling the existing roadway. The old asphalt and base materials were pulverized, mixed with cement and water, and compacted to produce a stronger, more durable base. Work also involved the removal and construction of uplifted median curbs and sidewalk, bus pads, traffic striping and raised pavement markers.

Magnolia Street Rehabilitation (\$3.1M) – Repairs and resurfacing of asphalt pavement and various concrete items on this heavy traffic street. Street was reduced to one lane in each direction and all street parking was eliminated during construction.

Knott Street Rehabilitation (\$2.2M) – Improvements consisted of FDR reclamation and cement treatment, full depth asphalt replacement, replacement of curb and gutter, bus pad and handicap ramps, installation of video detection system, traffic signal detector loops, and installation of irrigation and landscaping.

Valley View Street Improvements (\$250K) – Street improvements that included full depth asphalt replacement and cement treatment, replacement of curb and gutter, handicap ramps, and installation of irrigation and landscaping.

Ranchero Alley and Lampson Drainage (\$400K) – Installation of new 24" and 36" RCP storm drain at multiple locations that included demolition and excavation, pouring collars at ends of storm drains and asphalt overlay.

Harbor Boulevard Traffic Signal (\$500K) – Major arterial road traffic signal improvement project that included the installation of communication conduits, fiber optic cables, traffic signal cabinet and controller upgrades, and ADA-compliant pedestrian signals.

City Council Chambers Renovation (\$550K) – Renovation of City Council Chambers to upgrade the audio and sound system, new casework for council area, new walls, new flooring, lighting and painting.

Police Department Headquarters Renovation (\$800K) – Renovation to provide new flooring tile, ceiling, cabinet work, paint, lighting, seismic structural upgrade, bullet proof glass partition, upgrade to security cameras and communication systems, doors and hardware.



*Euclid Street/Garden Grove Blvd/Woodbury Avenue
Rehabilitations and Palmwood Sidewalk, City of Garden Grove*

As-Needed Construction Management and Inspection

Irvine, CA (2012 – Present)

Related Elements

Construction Inspection for local City projects

W&A Key Staff

Contract Manager: Carl Wallace, PE
Inspectors: Keith Barnett, Paul Kraatz

Client Contact

Alex Salazar, PE
CIP Administrator
(949) 724-6442
asalazar@cityofirvine.org

W&A is providing Construction Management and Inspection services for the City. The project work includes CIP, right-of-way and grading projects. The contract includes a variety of project types including facilities, roadways, parks, annual paving, grading, street and roadway construction, and utility relocations. Recently completed and/or current projects include:

Irvine Boulevard Improvements (\$12M) – Resident inspection on a road widening project that included traffic signals, storm drain and landscape improvements. Oversaw installation of with 72", 30" 24" & 18" storm drains, 17 drainage structures, bio-filters, domestic water 8" & 12" PVC pipe, 8" PVC recycled water, sidewalk and five signalized intersections.

2013/14/15/16/18/19 Annual Paving and Slurry Program

(\$5M/\$9M/\$6M/\$6M/\$10M/\$7.5M) – Annual roadway rehabilitation and slurry

program. Duties include inspection and management of three contracts each year for concrete removals, roadway repaving and slurry for this annual City-wide program.

Section 5 – Experience and References



City Fueling Station Improvements (\$750K) – Resident inspection for the two-tank fueling station at the main City Hall for use in fueling city fleet vehicles. Project included removal of old tanks and installation of two new tanks to house regular and diesel fuel, a new island and pumping stations. Project features include relocating other utilities, landscaping and irrigation improvements. Duties included preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs, coordination with City Project Manager and inspection supervisor. The project success was very important since the project was at City Hall and highly visible to City staff.

Great Park Development (\$300M) – Resident inspection services of work that includes repairing older channels and constructing new drainage and channel facilities in support of the massive development project for the Great Park.

Five Points Development (\$150M) – Project work includes streets, roadway, landscaping, medians, traffic signals, drainage structures, slope protection, storm drains, bridges, retaining walls, rip rap, bridge abutments and foundations. Planting and restoration is also part of the project work. Inspection duties include compliance with environmental permit, preparing daily reports, taking photographic records, coordination with contractor and Project Manager, RFI's and progress payments quantity takeoffs.

On-Call Construction Management and Inspection Services

City of Huntington Beach, CA (Oct 2018 – Present)

Related Elements
Full time CM and inspection services
W&A Key Staff
Contract Manager: Carl Wallace, PE
Construction Manager: Paul Allison, CMIT
Construction Inspector: Thomas Hall
Labor Compliance: Heidi Nesper, Christine Gallis
Labor Compliance Auditor: Kim Brown
Integration and Electrical Inspection:
Rockwell Construction Services
Client Contact
Joe Dale
City Construction Manager
(714) 536-5915
jdale@surfcity-hb.org

W&A is providing Construction Management, Inspection, Administration and Labor Compliance services on a task order basis for State-Funded, Federally-funded and non-State/Federally-funded capital improvement projects. This initial three-year contract includes various public works infrastructure projects such as traffic signals, pump stations, lift stations, curb, gutter, sidewalks, pipelines, structures, road rehabilitation and bridge retrofits. Specific projects include:

Edgewater Sewer Lift Station Project (\$3.5M) – W&A is providing inspection services on this project which consists of the abandonment and demolition of an existing sewer lift station, and the installation of a new 1000 gpm submersible sewage lift station and force main. This sewer lift station is due for replacement due to its size and marine exposure. The project also includes the construction of new gravity sewers, storm drain, and watermain, as well as curb, gutter, sidewalk, AC paving and other appurtenant work.

Traffic Signal Improvements at the intersections of Main St at 17th St/Utica Ave, and Bolsa Chica St at Pearce Dr (\$540K) – This project consists primarily of modifying one traffic signal to add protected left turn phasing and constructing ADA compliant ramps, and the installation of a new traffic signal.

Various Signalized Intersections (\$ Varies) – W&A is providing Labor Compliance services for numerous traffic signal improvement projects. These projects include the installation of protected left turn phasing, traffic signal poles and interconnect conduit and fiber optic cable.

2019 Pavement Rehabilitation (\$2M) – Algonquin Street (Warner Avenue – Heil Avenue) and Delaware Streets (Main Street – Ellis Avenue) will be paved with 4.5" of new pavement after removal of the failed top 2" of pavement. Edinger Avenue (Bolsa Chica Street – Graham Street) will be paved with 5.5" of new pavement after the sub-base is pulverized and cement treated. All three streets will have a wearing surface course of fiber-reinforced rubberized asphalt concrete hot mix (ARHM). Manholes, monitoring wells, survey monuments, and water valve assemblies will be adjusted to grade and traffic loops and striping will be replaced. Improvements also include limited replacement of concrete curb, gutter, sidewalk, and access ramps where needed. The three street segments were last rehabilitated in the very early 1990's. The project is using a sustainable paving material, which utilizes rubberized asphalt concrete (RAC) which contains crumb rubber derived from 100% California waste tire rubber. A 2" layer of RAC uses over 2,000 waste tires per lane mile. The project will divert more than 9,300 waste tires that would otherwise end up in a landfill. Including this project, the use of RAC in the rehabilitation of the City's arterial streets has resulted in the diversion of over 347,000 waste tires.

Ocean View Estates (OVE) Parking Lot Expansion (\$750K) – OVE is a City-owned mobile home park comprised of 44 mobile home spaces located at 7051 Ellis Avenue. The residents have requested the City to provide additional on-site parking along the easternmost drive aisle. The project will provide an additional 14 on-site parking spaces including minor grading work, asphalt concrete pavement, signage to permit overnight parking for park residents and re-stripe the existing handicapped stall to comply with the current code requirements. Due to the existing tree root systems adjacent to the new stalls, six eucalyptus trees will be removed and replaced with 12 24" box trees.

Residential Overlay of Maintenance Zone 6 (\$1.5M) – As part of the Pavement Management Plan, a residential network was created dividing the City into 12 maintenance zones to allow the City to better coordinate maintenance activities. This project will rehabilitate 131 street segments within Zone 6, which is located in the Central Area of the City. The street segments to be overlaid will first be crack sealed. Localized 2" pavement repairs will be performed where needed. Edge grinding will be performed along all concrete curbs, gutters,

Section 5 – Experience and References



and cross gutters using a milling machine before applying a final 1.5" asphalt overlay. Streets suffering from reflective cracking will have a geotextile fabric placed between the existing surface and the new 1.5" asphalt overlay to increase structural stability. The scope of work includes replacement of curb ramps, cold milling, installation of pavement fabric where needed, an inch and a half (1-1/2") asphalt concrete overlay, localized pavement repairs, adjustment of existing utility covers and traffic striping.

On-Call Project Management, Construction Management and Inspection City of Corona, CA (May 2011 – Present)

Related Elements

Variety of CIP projects

W&A Key Staff

Contract Manager: Carl Wallace, PE

PM/CM: Bryan Tuschhoff, CMIT, PMP,

QSP, Peter Ramey, PE, John Reidinger,

CCM, Jeff Schippers, CCM, Dennis

Phinney, PE, Ken Cope,

Cost Estimating: Peter Ramey, PE

Office Engineering: Heidi Nesper, Rachael

Highley, Kim Brown, Christine Gallis

Senior Construction Inspectors: David

Zamiski, Tom Hall, Cooly Smith, Steve

Platzer, Phil Fikes, Tom Mitchell, Pete

Ayala, Gordon Lewis, Pat Shen, QSP, Frank

Moreno, Rick Wiggins, Bob Peters, David

Babcock, Cesar Ramirez, EE, Jeremy

Vander Veen

Contract Admin: Heidi Nesper, Rachael

Highley, Christine Gallis, Bill Eckman

Certified Payroll Auditor: Kim Brown

Client Contact

Vernon Weisman

District Engineer

(951) 739-4912

vernon.weisman@ci.corona.ca.us

W&A is providing Project Management, Construction Management, Inspection and Labor Compliance services for development and CIP projects throughout the City. Project elements involve water and sewer pipelines, lift stations, reservoirs, streets, roadways, street lights, facilities, parks, land development and utility relocations. Relevant projects include:

Main Street Metro Development (\$150M) – This three-year project involved the demolition of an existing strip mall and small adjacent buildings and the development of a mixed-use complex that spanned over 25 acres and included the construction of a five-story building. Extensive site work was completed and included the relocation of an existing city sewer trunk line, new gas lines, removal of aging asbestos waterline and the construction of lift stations. Project challenges including maintaining service while lines were being moved and soil stability issues. In addition, unmarked and identified utilities, bypass lines and manholes were discovered and caused disruption to the construction schedule. W&A inspection team was on-site daily during the course of construction and used their experience to help mitigate and resolve project issues. The project's success was attributed to the team's ability to work together closely and communicate effectively to get the job done.

Foothill Parkway Widening Tamarisk Lane to Teddy Bear Lane (\$1.75M) – W&A staff provided project management and resident inspection services for the landscaping and irrigation portion on Foothill Parkway. The scope of services included all new landscaping and irrigation system. This project included reconstruction of a 3/4 mile section of road from three lanes to four, including an added landscape street median. This widening project removed a bottle neck section of Foothill Parkway, adding an additional west bound lane to increase traffic flow in the area. Inspection duties included compliance with environmental permit, preparing daily reports, taking photographic records, coordination with the contractor and City Project Manager, RFI's and progress payments quantity takeoffs.

Temescal Canyon Road Improvement Projects: Temescal/Glen Ivy Waterline Relocation (\$150K) – Inspection during the relocation of approximately 125' of the 18" Glen Ivy Waterline. Relocation is needed due to the Riverside County Transportation Department project to construct a reinforced concrete storm water culvert within Temescal Canyon Road as part of the project to widen Temescal Canyon Road from a rural two-lane road to a four-lane street.

CIPP Sewer on Smith Street (\$200K) – Construction Inspection for this project which included the CIPP rehabilitation of 2,000' of 12" to 30" sewer lines in and around Smith Street. Project was completed on time and within budget.

Masters Drive Recycled Waterline and Repaving Project (\$2.5M) – This 2.4-mile recycled waterline project was constructed through a high-volume section of four-lane arterial streets. Pipe was all Ductile Iron Pipe (DIP) with restrained joints and ranges from 8" to 12". The pipe was double bagged as the location did not have any hot soil that would require a cathodic protection system. The project included grind and overlay repaving of major arterials. Inspector's duties included daily reports, coordination for tie-ins and shut downs, and review of traffic control for compliance with specific traffic control plans. Inspector coordinated staking, potholing, materials testing and the oversight of the testing program.

Butterfield Park Recycled Waterline (\$3M) – This half-mile directional drilled 24" HDPE and 20" DIP recycled waterline was constructed through environmentally sensitive areas adjacent to the Corona Municipal Airport. The project was fast tracked and work was performed seven-days per week with continuous activities during two-12 hour shifts daily. Inspectors' duties included daily reports, coordination with City Project Manager and with airport operations staff for construction activities and schedule coordination. Inspectors also coordinated with the environmental consultant and paleontologist.

Vista Monterey Recycled Waterline (\$500K) – Construction Inspection for a recycled waterline project that included shoring, placement and backfill of 3,000' of 8" and 12" DIP to provide reclaimed water to a new development. Work also included installing seven new fire hydrants, testing stations, paving and traffic control. Work was being completed during the day on a busy street with several intersections

Section 5 – Experience and References

in a residential area. Project included lane closures, traffic control and flagging operations. Safety of both the traveling public and construction crews were imperative to the success of the project.

Cerritos Waterline Replacement (\$1.5M) – Provided full and part time inspection services for specific water and sewer projects throughout the City. The project features included new 24" DIP through the entire street and compaction and paving over street. A structural double mat pipe slab was constructed over a section of the pipe at the intersection. Provided coordination for chlorinization of pipes and tie-ins. Inspection duties included daily reports of work, manpower and equipment including quantities and photographic records.

R-3 Reservoir (\$4M) – The project involved the removal of an aging water storage tank, electrical and control facilities and the construction a new DYK water storage tank that stores 2.5MG of water. The new R-3 storage tank facility is a pre-stressed concrete storage tank buried two-thirds into the ground. Inspector duties included monitoring and reporting during the construction of new water piping, drain lines and valves. The project included the installation of flow meters to the new storage tank, as well as a connection to existing utilities on adjacent streets, new electrical service, instrumentation and controls allowing remote monitoring and operation of the tank. Also performed public outreach support for the project; our team passed out flyers to the surrounding neighborhood and answered or addressed any resident questions or concerns.

Arlington Desalter Connection (\$750K) – W&A provided construction inspection during excavation and tie-ins to existing supply lines to form a mixing station with water from the desalter plant and the reservoir. Improvements included new masonry block house, slab on grade, electric and control system installation, replanting and irrigation improvements, sidewalk, driveway, paving, fencing, gates and street improvements. Inspector's duties included daily reports, coordination with operations staff for tie-ins and shut downs, review of traffic control for compliance with the WATCH manual. Inspector also coordinated with Maintenance and Operations Departments within DWP, reviewed payment quantities, resolved field issues with contractor and DWP staff.



Cold milling on Ontario Avenue, City of Ontario

Various Traffic Signal Improvement Projects City of Culver City, CA (May 2019 – Present)

Related Elements

Traffic signal, street lighting, electrical

W&A Key Staff

Contract Manager: Carl Wallace, PE

Inspectors: Ken Burris, Cesar Ramirez, EE

Client Contact

Javier De La Cruz, PE

Associate Engineer

(310) 253-5606

Javier.delacruz@culvercity.org

W&A is providing Resident Construction Inspection for \$630K, 90 working day Traffic Signal improvements for Culver City. Projects include Traffic Signal Re-Wiring Project, PZ-429, which replaces deteriorated single conductor wires with multiconductor cables to ease maintenance and troubleshooting as well as improve the reliability of traffic signals at the following three intersections:

1. Sepulveda Boulevard and Centinela Avenue
2. Washington Boulevard/Washington Place/Zanja Street/Wade Street
3. Slauson Avenue and Hannum Avenue

This project also includes the replacement of six knocked-down streetlight poles on Slauson Avenue between Buckingham Avenue and Bristol Parkway and on Sepulveda Boulevard between Bankfield Avenue and Green Valley Circle. There is also a new traffic signal at the intersection of Washington Boulevard and Cattaraugus Avenue, PL-003,

which includes installation of new traffic signal at the intersection of Washington Boulevard and Cattaraugus Avenue to provide signal-controlled access to and from Cattaraugus Avenue (west) at Washington Boulevard. Last, a Left Turn Modification at Sepulveda Boulevard/Jefferson Boulevard/Playa Street, PL- 009, includes traffic signal modification for a proposed new third left turn/through lane from Jefferson Boulevard eastbound onto Sepulveda Boulevard southbound as a traffic mitigation measure.

Section 5 – Experience and References

Bus Signal Priority System WLAN Communications Equipment Installation City of Culver City, CA (October 2019 – Present)

Related Elements
Traffic signal, electrical
W&A Key Staff
Contract Manager: Carl Wallace, PE
Construction Manager: Barry Safa, PE
Inspector: Cesar Ramirez, EE
Client Contact
Diana Chang
Project Manager
(310) 253-6566
Diana.Chang@culvercity.org

W&A is providing Construction Management and Inspection Services for this \$300K installation contract. This project consists of traffic signals improvements at forty-eight (48) intersections, including the installation of WLAN system. The general items of work include installation of City-furnished WLAN bridge radios, two-way 2.4GHz splitters, mounting brackets and panel antennas, as well as furnishing and installing radio mounting poles, power connectors, and Cat5 connectors. Out of 48 total intersections, thirteen (13) intersections also include conduits by directional boring or open trenching/trenching restoration, new pull boxes, intercept existing pull boxes, conduit sweeps, and restore PCC sidewalk from score line/joint to score line/joint or landscape restoration, and other appurtenant work items not mentioned that are required by the plans and specifications to complete the WLAN system installation, as well as coordination and maintenance.

On-Call Inspection Services City of Fullerton, CA (July 2018 – Present)

Related Elements
Roadway improvements, storm drain improvements, utilities, streetscape improvements
W&A Key Staff
Contract Manager: Carl Wallace, PE
Construction Manager: Bryan Tuschhoff, CMIT, PMP, QSP
Construction Inspectors: Gary McCredie, CMIT, Bob Peters
Special Inspections: Jin Chong, ICC, AWS
Client Contact
David Grantham, PE
Project Manager
(714) 738-6853
DGrantham@cityoffullerton.com

W&A provides On-Call Construction Inspection services for a variety of land development and capital improvement projects within the City. Projects include street rehabilitation, traffic signal and intersection, water and sewer improvements, storm drain facilities, landscaping and irrigation. Duties include providing full-time construction inspection, daily inspection reports, and coordination with City public works and utilities departments, City Project Manager and project design consultant. Other duties include calculating bid item quantities for progress payments, attending preconstruction meetings and assisting with project closeout, as well as coordination for materials testing with third party company and with private utility companies. Specific projects include:

Laguna Booster Pump Station Upgrades (\$700K) – Inspection of the construction of the Laguna Booster Pump Station Upgrades includes new site paving, one domestic pump, one high flow pump, hydropneumatic tank, electrical service, Motor Control Center, and associated piping, valves, fittings, appurtenances and all related work.

Harbor Boulevard Reconstruction (\$853K) – Includes ARRA funds. Removal and replacement of deteriorated asphalt concrete pavement, reconstruction of curb, gutter,

sidewalk, driveways, storm drain catch basins to comply with ADA requirements. Traffic striping and traffic signal interconnect conduit and wiring.

Valencia Drive Infrastructure Improvements (\$1.5M) – Improvements from Gilbert Street to Brookhurst Road. Work involves traffic control, water shut downs and tie-ins, grinding and repaving, and infrastructure improvements.

Chapman Avenue Rehabilitation (\$1.5M) – Street and sidewalk improvements that include pot holing, grading, reconstruction and traffic control.

4300 North Harbor Boulevard (\$2.5M) – On and off-site improvements for a new development. Work includes grading, paving, ADA sidewalk and ramps, curbs, gutters and driveways

Transportation Center Pedestrian Overpass Elevator (\$2.7M) – Improvements to an existing train station. Project included two new traction elevators and ADA modifications to the existing restrooms and vehicle parking lot.

Residential Slurry Seal (\$729K) – Various street improvements that included the application of a thin layer of emulsion/aggregate slurry onto the existing asphalt pavement. Project also included the rehabilitation of five residential streets. Work consisted of grinding and overlay of deteriorated pavement, installation of access ramps to comply with ADA regulations and sidewalk replacement.

Section 5 – Experience and References



As-Needed Project Management, Construction Management and Inspection City of Rialto, CA (Jul 2015 – Present)

Related Elements

Full time CM and Inspection services

W&A Key Staff

Contract Manager: Carl Wallace, PE

PM: Bryan Tuschhoff, QSP, PMP, CMIT,
John Reidinger, CCM

Construction Manager: John Reidinger,
CCM, Pete Ayala, CMIT, Gary McCredie,
CMIT

Inspectors: Pete Ayala, CMIT, Eric Maher,
QSP, David Zamiski, Tom Mitchell, Tom
Hall, Rick Wiggins

Special Inspections: Jin Chong, ICC, AWS

Client Contact

Hector Gonzales, PE

Principal Civil Engineer

(909) 421-4986

hgonzalez@rialto.ca.gov

W&A assists the City by providing Project Management, Construction Management and Inspection services on CIP projects, industrial and commercial developments. The construction of these developments includes mass grading and installation of sewer, water and storm drains. Inspectors also prepare daily reports with photographs, attend meetings and work with the City and contractors to remediate any concerns or issues. Specific inspection projects include:

Fire Station 205 Phase 1 (\$5.8M) – Construction Management, Inspection and Labor Compliance services during overall site grading and drainage improvements, an apparatus building, temporary staff living quarters, parking and underground utilities for proposed and future facilities. Services also include managing the materials testing firm.

2018/19 Citywide Roof Repairs (\$500K) – W&A provides the City with as-needed Construction Management and Inspection services for the 2018/19 Citywide Roof Repair projects to prevent emergency repairs and is part of the ongoing maintenance efforts. This project consists of reroof/roof repairs at five buildings throughout the City including: Fire Station 204, Police Annex Building, Rialto Recreation and Community Center (Gymnasium), Community Center (1st Christian Church), and Police Department Building.

Metrolink Parking Lot Expansion (\$1.5M) – Construction Management, Inspection and Labor Compliance services during the expansion of a parking lot. Improvements include new curbs, gutters, ramps, signage and lighting as well as grading to prepare for asphalt concrete.

Rialto Community Center ADA Upgrades (\$280K) – Construction Management, Inspection and material testing for ADA upgrades at the City's Community Center. Upgrades include new ramps, curbs, signage and entry ways.

Joe Sampson Park (\$5.2M) – Construction Management, Inspection and Labor Compliance services on a new \$5.2M eight-acre community park. Project features include new parking lot, pre-fabricated public restroom building, splash pad, playground equipment, shade structures and canopies, mass grading, roadway and utility improvements, pathway lighting, street lighting, storm water BMP placement and compliance, fencing, railing, basketball courts, soccer fields and community art projects. Duties included overseeing contractor's work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the City staff. Our Construction Manager oversaw the construction project progress and labor compliance, provided submittal reviews, responded to contractors RFI's, RFC's, processed monthly progress payments and coordinated with local utilities, project designer and City Project Manager.

El Rivino Street Storm Drain (\$2.2M) – Construction Management and Inspection during the replacement of storm drain along existing streets.

Development Projects (\$ Varies) – Inspectors provide construction observation during the installation of sewer lines, HDPE pipes, catch basin filtration systems, storm drains and concrete placement (foundations, curbs and gutters). Inspectors verify the lining and grading of all pipes, monitor backfill activities, and check materials for compliance.

Recent and/or current projects include:

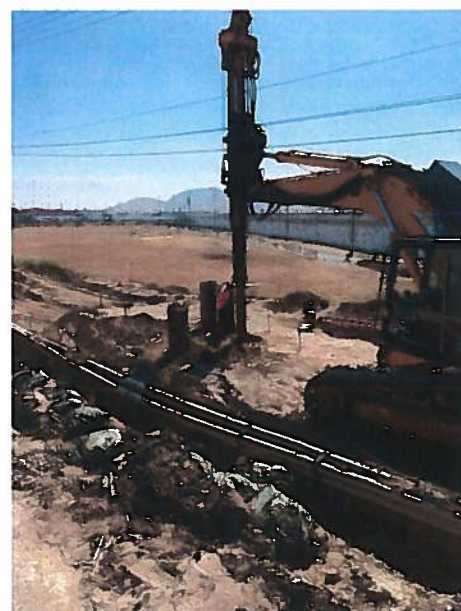
Amazon Distribution Warehouse (\$90M) – 1M sq ft building that included the installation of over 3,500' of HDPE pipe with pipe diameter ranging from 18" to 38". Project also required inspections during the installation of storm tech isolators - which are underground stormwater detention chambers.

Renaissance East Development (\$50M) – Retail and Entertainment Center spanning 250,000 sq ft and 60 acres

Monster Energy Drinks (\$85M) – 1M sq ft warehouse and distribution building on 48 acres

Fedex Ground Expansion (\$25M) – 100,000 sq ft building

I-210 Logistics Center (\$300M) – Large warehouse buildings ranging from 200,000 sq ft to over 700,000 sq ft



El Rivino Street Storm Drain, City of Rialto

Section 5 – Experience and References



On-Call Project Management, Construction Management and Inspection City of Murrieta, CA (Feb 2010 – Present)

Related Elements

Variety of CIP projects

W&A Key Staff

Contract Manager: Carl Wallace, PE

Project Manager: Bryan Tuschhoff, CMIT, PMP, QSP

Construction Manager: Bryan Tuschhoff, CMIT, PMP, QSP, Barry Safa, PE, Peter Ramey, PE, John Reidinger, CCM

Cost Estimating: Bryan Tuschhoff, CMIT, PMP, QSP

Constructability Reviews: John Reidinger, CCM

Inspectors: Eric Maher, QSP, Dave Zamiski, David Babcock, Ken Burris, Dave Romero, QSP, Richard Scott, Jeremy Vander Veen, Cooly Smith, Cesar Ramirez

Client Contact

Bob Moehling, PE

City Engineer

(951) 304-2489

bmoehling@murrieta.org

W&A provides Project Management, Construction Management and Resident Inspection services to a variety of projects throughout the City. The City's CIP has a variety of projects ranging in size and duration with some being projects occurring concurrently. W&A provides the City with Project Managers, Construction Managers, Resident Inspectors and part-time Inspectors based on the project needs. Our services include managing project schedule and budgets, monitoring and inspection during pre-construction and construction activities, assistance with project close out and administrative assistance. W&A also communicates and coordinates work with the City, local gas and water providers and other stakeholders. A sample of projects includes:

Line D and Line D-1 Storm Drain Realignment Project (\$4M) – Provided resident inspection services for this combination 1,000' of 42" RCP and 900' of 108" box culvert drainage improvement project. Duties included preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also included checking as-built drawings, holding weekly meetings with contractor and City staff, preparing weekly statement of working days, calculating the Quantities of Bid item work for progress payments, and preparing Daily Extra work reports for any T&M work or change order work. The project included four large junction structures, 16 manholes, site work, grading, landscaping, road crossing work at Madison Avenue, temporary shoring, NPDES/SWPPP compliance monitoring and pipeline and box culvert construction.

Guava Storm Drain (\$2M) – Resident inspection for a 3,000' storm drain extension from Jefferson Avenue to Murrieta Creek. Project elements included triple box structure,

grading and drainage, street improvements and bioswale drains. Gas, water and sewer lines were relocated and right-of-way was extended for the placement of power poles. W&A inspector worked closely with Riverside County Flood Control while their staff performed rebar inspections.

CIP Facilities Project Management – Responsibilities on the CIP projects encompass project and construction management of the Pre-Construction, Construction and Post Construction phases of the work, CDBG federal funding compliance, and CDBG federal funding close-out. Services on design projects include administration and extensive coordination with the Design Architect and Engineer throughout the development of 100% plans and specifications; management of the review and comments process with the various City departments including Building and Safety, Fire, Police, Engineering (structural and civil), Geotechnical, Federal Funding agencies, and Utility Agencies. Two building examples include:

Murrieta Senior Center Improvements Project (\$400K) – Tenant Improvements included paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system.

Murrieta Community Center Improvements Project (\$232K) – Tenant Improvements included paint, tile, ADA elevator lift and aluminum ramp, refinishing the hardwood stage floor.

Park and Recreation Project Management (\$ Varies) – Project Management and Construction Management Services to the City's Parks and Recreation Department. Current and completed projects include:

Adams/Juniper Water Well Redevelopment Project (\$100K) – Redevelopment includes installation highline to percolation ponds, well casing refurbishment, video survey and gyroscopic alignment survey, casing thickness inspection, installing of test pump equipment, well development via test pumping, surging and step-draw down and well capping.

Town Square Park Project Phases 1, 2 and 3 (\$6.1M) – Improvements include a covered amphitheater and stage with concrete lawn seats, dance floor, theater lighting and audio, Wi-Fi, security cameras linked to PD, and emergency power back-up, restrooms, dressing room and storage building.

Senior Center Outdoor Recreation Area (\$1.1M) – Improvements include covered workout stations, two pickle ball courts, ping pong table, picnic tables and gazebo.



Line D and Line D-1 Storm Drain Realignment Project, City of Murrieta

Section 5 – Experience and References



Roof Replacement and Exterior Paint for City Hall, Community Center, Police Department, Fire Station No. 6 (Engineers' Estimate TBD)
– Preliminary improvement concepts include review of TPO or Acrylic roof replacement systems and exterior color palette selection.
Sykes Ranch Park (Engineers' Estimate TBD) – Initial improvements concepts include a full-size windmill (per City of Murrieta logo) sidewalks, lighting and landscaping.

California Oaks Sports Park (Engineers' Estimate TBD) – Initial concepts included new park lighting, security cameras and seating.

Whitewood Avenue Widening Project (\$6M) – Provided resident inspection for this roadway widening from two to four lanes for about one mile along Whitewood Avenue. Project features include 14'x7' double box drainage channel, water quality trenches in the parkways, two fully signalized intersections, R/W fencing, parkways, landscaping and irrigation, sidewalk, ADA improvements, driveways and utility relocations.

Madison Avenue Widening Project (\$7M) – Provided resident inspection for this roadway widening from two to four lanes for about one mile along Madison Avenue. Project features included in the parkways, signalized intersection at Guavas, parkways, medians, landscaping and irrigation, sidewalk, ADA improvements, driveways and utility relocations.

Jackson Avenue Bridge Project (\$5M) – W&A's Resident Inspector managed the construction and inspection of the bridge. Construction included a six-span arch culvert over a creek and nearly 170,000 cy of earth work, street widening from two to four lanes, construction of retaining walls, storm drain improvements and additional site improvement for the widening including pile driving and installation camber calculation and survey, abutments, steel reinforcing, concrete deck, barrier walls, pavement section and utility coordination.

Section 6 – Fee Schedule



Wallace & Associates Consulting, Inc.

HOURLY FEE SCHEDULE

Jan 1, 2020 through Dec 31, 2020

City of Garden Grove

Fully Burdened Billing Rates

Position	Rate / Range
Project Principal / Project Manager	\$ 188.00 to \$ 200.00
<i>Carl Wallace, PE</i>	\$ 188.00
Project Managers / Construction Managers	\$ 165.00 to \$ 176.00
<i>Senior Project Manager</i>	\$ 176.00
<i>Project Manager</i>	\$ 166.00
<i>Deputy Project Manager</i>	\$ 156.00
<i>Senior Construction Manager</i>	\$ 176.00
<i>Construction Manager</i>	\$ 166.00
<i>Deputy Construction Manager</i>	\$ 156.00
Project Engineer	\$ 128.00 to \$ 188.00
<i>Chief Engineer</i>	\$ 188.00
<i>Cost / Sched Engineer</i>	\$ 168.00
<i>Project Engineer</i>	\$ 144.00
<i>Office Engineer</i>	\$ 128.00
Senior Construction Inspector	Prevailing Wage & Off-Site
<i>CM/Senior Inspector</i>	\$ 152.00
<i>Supervising Inspector</i>	\$ 144.00
<i>Senior Construction Inspector</i>	\$ 134.00
<i>Senior Const Inspector</i> Swing and night shift	\$ 150.00
<i>Senior Const Inspector</i> Overtime	\$ 180.00
<i>Senior Const Inspector</i> Doubletime	\$ 210.00
Labor Compliance Auditor Specialist	\$ 80.00 to \$ 134.00
<i>Labor Compliance Manager</i>	\$ 134.00
<i>Senior Labor Compliance Specialist</i>	\$ 100.00
<i>Labor Compliance Interviewer/Auditor</i>	\$ 80.00
Office Staff	\$ 80.00 to \$ 90.00
<i>Contract Administrator</i>	\$ 84.00
<i>Senior Project Administrator</i>	\$ 88.00
<i>Project Administrator</i>	\$ 80.00

NOTES:

Rates are inclusive - Rates include related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses (Plan Reproduction, Large Printing jobs and Delivery/Mail) will be billed at cost plus 12%. W&A does not charge job mileage, drive time or mileage to work.

Premium Time for Inspectors - Swing or Night Shift will be charged at Shift Differential Rate. Overtime for inspection staff will be used for any Overtime and Saturdays and Doubletime for Holidays and Sundays. We have a four-hour minimum for Inspection.

Construction Inspection Prevailing Wage - For Prevailing Wage (CIP and Off-Site Inspections) Supervising and Senior Construction Inspector Positions we increase rates at the time of new labor determinations for that labor class. These rate increases can occur (without advance notice) in January, April, July and October each year. We would include the DIR increase in our rates plus 100% of the total increase. Using this formula, if the DIR designates a \$1.00/hour increase, W&A would apply a \$2.00/hour increase to the established base rate. In this example, our current rate of \$134.00/hour for the Senior Inspector would increase to \$136.00/hour and the CM/Inspector rate would increase from \$152.00/hour to \$154.00/hour.

Subconsultant rates will be marked up by 10%.

Section 7 – Appendices



Carl Wallace, PE

Project Manager/Resource Manager



Mr. Wallace has over 28 years of experience in managing public works infrastructure, water and construction programs for several public entities and is highly experienced in managing large scale projects during design and construction phases. He brings strong understanding of local, state and federal funding requirements, Caltrans LAPM, Greenbook Standards. Since starting W&A in January of 2010, Carl provides project and contract management services, as well as oversees all QA activity. He ensures the success of each project and provides support to both clients and personnel. His key responsibilities have included managing capital construction projects ranging from small projects to major programs with construction values up to \$500M. Specific responsibilities have included staffing, management, project delivery, on-time performance, adherence to jurisdictional requirements, hiring and managing other consultants for tasks involving testing, project controls, inspection, resident engineering and claims management, and he has personally performed these same duties for a variety of local, state and federal projects.

Experience

28 years

Education

BS, Engineering; San Diego State University

Registrations

Registered Civil Engineer, CA #C59307

Certifications

Caltrans Resident Engineers Academy

FTA Grant Management

40-hour HAZMAT Training

10-hour OSHA Training

On-Call Construction Inspection Services, City of Garden Grove, CA

Contract Manager for Construction services contract with the City. Select projects include:

- Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street (\$3M)
- Chapman Avenue Pavement Reconstruction (\$2.4M)
- City Hall Council Chambers Renovation (\$350K)
- Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks (\$3.8M)
- Harbor Boulevard Traffic Signal (\$500K)
- Knott Street Rehabilitation (Federal Funds) (\$2.7M)
- La Bonita Street Storm Drain Improvement Project (\$1.1M)
- Lampson Storm Drain Project (\$450K)
- Magnolia Street Rehabilitation (\$3M)
- Police Department Headquarters Renovation (\$800K)
- Rancho Alley and Lampson Drainage (\$400K)
- Valley View Street Improvements (\$250K)
- Westminster Boulevard Rehabilitation (\$1.8M)

On-Call Public Works & Land Development Inspection Services, City of Irvine, CA

Project Manager for providing inspection services for various projects within the City. Oversees and monitors inspection staffing and provides Quality Assurance for our staff. Select projects include:

- 2013/14/15/16/18/19 Citywide Paving and Slurry Seal (\$5M/\$9M/6M/\$6M/\$10M/\$7.5M)
- Irvine Boulevard Pedestrian Bridges (\$4M)
- Irvine Boulevard Improvements (\$12M)
- Great Park Development Project (\$400M)
- Five Points Development Project (\$100M)
- Alton Storm Drain (\$6M)
- City Hall Fueling Modification (\$1M)
- San Diego Creek Channel Improvements (\$1M)
- Marine Way Road Improvements (\$250K)

As-Needed Project Management, Construction Management and Inspection, City of Corona, CA

Project Manager for a variety of street, development, water and sewer projects throughout the City. Duties include staff management, site visits, project meeting participation and problem avoidance and mitigation. Select projects include:

- Butterfield Park 24" Recycled Water Line (\$1.7M) – Two-mile directional drill HDPE and Trenched DIP
- Citywide Street and Safety Light Project (\$5M) – LED lights and control systems
- Desalter Connection (\$750K) – Mixing station for potable water with piping and building connections
- El Cerritos Waterline and Pipe Slab Cover (\$1.5M) – DIP waterline
- Green River Road Widening (\$6M) – Widening and new traffic signals
- Masters Drive Recycled Waterline (\$2.5M) – 15,000' recycled waterline
- McKinley Grade Separation (\$150M) – Interchange at I-91 & McKinley
- Metro Center Development (\$50M) – Mixed-use development project
- Ontario Cold-In-Place Recycled Asphalt Road Rehabilitation (\$1.5M)
- Reservoir-3 Replacement (\$3.1M) – DYK Tank 2.5 MG reservoir with 1.7-acre site improvements
- Sampson Pressure Reducing Station (\$300K) – Undergrounding of Pressure Reducing Station

On-Call Construction Management and Inspection Services, City of Fullerton, CA

Project Manager providing Construction Management and qualified inspectors for a variety of Capital Improvement projects. Projects include street rehabilitation, traffic signal and intersection, water and sewer improvements, storm drain facilities,

Carl Wallace, PE

Project Manager/Resource Manager



landscaping and irrigation. Oversees and monitors inspection staffing and provides Quality Assurance for our staff. Projects include:

- 4300 N. Harbor Boulevard (\$2.5M) – On and off-site improvements for a new development. Work includes grading, paving, ADA sidewalk and ramps, curbs, gutters and driveways
- Chapman Avenue Rehabilitation (\$1.5M) – Street and sidewalk improvements that include potholing, grading, reconstruction and traffic control
- Valencia Drive Infrastructure Improvements (\$1.5M) – Work involves traffic control, water shut downs and tie-ins, grinding and repaving, and infrastructure improvements

CIP and Land Development Construction Management/Inspection Services, City of Rialto, CA

As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Also coordinates the staff training program for this on-call contract. Project role includes construction management and inspection of various on-site and off-site CIP and land development projects in accordance with City standards. Recent and ongoing projects include:

- Fedex Ground Expansion (\$25M) – 100,000 sq ft building
- I-210 Logistics Center (\$300M) – Multi-phased warehouses ranging from 200,000 sq ft to over 1M sq ft
- Magnolia Street Rehabilitation (\$3M)
- Monster Energy Drinks (\$85M) – 1M sq ft warehouse and distribution building on 48 acres
- Numerous Residential Developments (\$ Varies) – Infrastructure and site work to prepare for construction of single family detached homes, condominiums and apartment complexes
- Renaissance East Development (\$50M) – Retail and Entertainment Center spanning a 60-acre site

On-Call Project Management, Construction Management and Inspection Services, City of Murrieta, CA

Contract Manager overseeing Project Manager, Construction Managers and Inspectors on variety of projects throughout the City. Sample projects include:

- Guava Storm Drain (\$2M)
- Jackson Ave Bridge and Roadway (\$8M)
- Jefferson Road Improvements (\$4M)
- Line D & D-1 Storm Drain Realignment (\$4M)
- Madison Avenue Widening Project (\$7M)
- Whitewood Avenue Widening Project (\$6M)

As-Needed Construction Management and Inspection Services Contract, City of Manhattan Beach, CA

Project Manager for Inspection Services for variety of transportation, parks, water and sewer projects:

- Sepulveda Watermain Replacement (\$1.5M) – Two-mile 12" mainline replacement project
- Marine Drive Soccer Field (\$1.5M) – New Synthetic Turf and Utility project
- 2012/2013 Sewer Manhole Replacement (\$400K) – Sepulveda Avenue Sewer MH Replacement project
- 2012/2013 Sidewalk Repair (\$700K) – Sidewalk improvement project for streets Citywide

Project Management and Support Services, City of Chino, CA

Project Manager for various CIP projects throughout the City. The project work includes developing and managing projects included in the City's 5-year Capital Improvement Program (CIP). The City's CIP includes projects under several categories: Parks, Public Facilities, Water, Sewer, Sanitation, Storm Drain, Streets, Traffic and Miscellaneous. The 2018/19 budget is approximately \$59M divided between 50 projects. Elements involve construction and repair of roads and bridges, installation and upgrade of traffic signals, rehabilitation of water and sewer lines, construction and renovation of parks and City facilities, and installation of streetlights and sidewalks. Recently completed and/or current projects include:

- Magnolia Avenue Storm Drain at Salem Street & Carissa Avenue (\$700K)
- 3-System Storm Drain at Ross, Walnut & Magnolia Avenues (\$2.6M)
- Local Street Overlay -Walnut & East End Neighborhoods (\$1.5M)
- FY2018-19 Street Rehabilitation and TSM at Riverside Drive (\$2.5M)

On-Call Construction Management, Inspection and Contract Administration, City of Lake Forest, CA

Contract Manager for the City to assist in the bidding, utility notification, scheduling, meetings, meeting minutes, bonding, engineering support, coordination, request for information, federal requirements, progress payments any other general contract administration support. Specific projects include:

- Portola Park Center Project (\$5.1M) – The Portola Park project will construct a 6.3-acre park located near the intersection of Saddleback Ranch Road and Glenn Ranch Road. Project includes 10 acres of public and private parks, recreational facilities and public use trails.
- Peachwood Park (\$100K) – Park renovations which include landscape improvements, site furnishing, concrete construction, grading and a shade structure.

Bryan Tuschhoff, CMIT, QSP, PMP

Senior Construction Manager/Senior Construction Inspector

Mr. Tuschhoff brings 30 years of experience in Project Management, Construction Management and Construction Inspection. He has worked on a diverse group of projects, which have included underground installation of wet and dry utilities including electrical, sewer, water, storm drain, oil and jet fuel pipelines, all types of asphalt paving operations, structural and architectural concrete placement. His experience also extends to mass grading earthwork operations, pile driving, caisson column installation, environmental remediation and mitigation, surface water/storm water management, SWPPP compliance, structural and architectural steel erection, and SCADA system installation. Bryan has worked on new construction projects as well as rehabilitation and improvement projects. His comprehensive experience provides him with the ability to identify potential project issues early and propose various mitigation options.

Experience

30 years

Education

BS, Physical Geography & Earth Science,
Western Illinois University

Project Management Certification,
University of California, Irvine

Registrations

Qualified SWPPP Practitioner, QSP
#20944

Certified Inspector Sediment & Erosion
Control (CISEC) #0444

Pechanga Parkway Widening, City of Temecula, CA

Construction Manager during the ¾ mile widening of this heavily traveled road. The \$5M widening includes removal of existing concrete asphalt, curbs and gutters, sidewalks and medians. The project will expand the street, provide curbs and gutters, ADA improvements and install new traffic signals. Minor utility relocation will also take place.

Temecula Park and Ride Project, City of Temecula, CA

Construction Manager during the bidding and construction of a new \$2.7M park and ride facility, and related street improvements. The park and ride facility consist of a 157-space parking lot security lighting, landscaping and four electric vehicle charging stations. The street improvements include widening of Vallejo Road for approximately 800 lf, demolition of existing street, grading, asphalt paving, asphalt berm, traffic signage and striping.

White Avenue Street Rehabilitation Project, City of Pomona, CA

Lead Construction Manager for this \$2.4M ARRA funded, Caltrans administered, 1.5 mile roadway improvement project. Responsibilities included Caltrans coordination, ARRA funding compliance and supervision of construction management and construction inspection staff. This community sensitive project included extensive construction scheduling coordination with the contractor and Pomona Fair Plex to provide new asphalt pavement along all White Avenue entry points to the Pomona Fair Plex parking lots and commons.

Project Management and Construction Management Services, City of Murrieta, CA

Currently providing Project Management and Construction Management Services to the City's Parks & Recreation Department. Responsibilities encompass project and construction management of the Pre-Construction, Construction and Post Construction phases of the work including coordination with City Management and staff; Pre-Construction Phase bid analysis and tabulation, reference check, license, bid bond, surety and insurance confirmation, file structure set-up, establishment of CDBG federal funding requirements, pre-construction meeting, photos, and contract administration; Project Management and Construction Management of the Construction Phase including construction contract administration submittal and RFI, RFQ, COR, CCO, CDBG federal funding compliance, progress payment review and processing, weekly project progress meetings, construction inspection, building and safety department review; and Post Construction including, administration of project turnover items, close-out deliverables, certificate of completion, CDBG federal funding close-out, final payment, retention release, final project delivery.

Capital Improvement Projects include:

- Murrieta Senior Center Improvements Project (\$400K) – Tenant Improvements included paint, carpet, tile, window coverings, bathroom fixtures, security system upgrades and new TPO roof system.
- Murrieta Community Center Improvements Project (\$232K) – Tenant Improvements included paint, tile, ADA elevator lift and aluminum ramp, refinishing the hardwood stage floor.
- Adams/Juniper Water Well Redevelopment Project (\$100K) – Redevelopment included installation highline to percolation ponds, well casing refurbishment, video survey and gyroscopic alignment survey, casing thickness inspection, installing of test pump equipment, well development via test pumping, surging and step-draw down, well capping.

Responsibilities for design projects involve administration and extensive coordination with the Design Architect and Engineer throughout the development of 100% plans and specifications; management of the review and comments process with the various City departments including Building & Safety, Fire, Police, Engineering (structural and civil), Geotechnical, Federal Funding agencies, Utility Agencies including electric, water, sewer, RWQCB, WQMP, to complete the final review and approval process; advertising the projects for bid through various news agencies, minority publications and PlanetBids; answering bid questions, and conducting the pre-bid conference.

Bryan Tuschhoff, CMIT, QSP, PMP

Senior Construction Manager/Senior Construction Inspector



Design projects include:

- Town Square Park Project Phases 1, 2 and 3 (\$6.1M) – Improvements include an covered amphitheater and stage with concrete lawn seats, dance floor, theater lighting and audio, Wi-Fi, security cameras linked to PD, and emergency power back-up, restrooms, dressing room, and storage building.
- Senior Center Outdoor Recreation Area (\$1.1M) – Improvements 11 include covered workout stations, two pickle ball courts, ping pong table, picnic tables, gazebo.
- Second Ave. Park Project (\$200K) – Improvements include a tot lot, and parking lot.

Also providing services for design investigation projects for the City. Responsibilities include coordination of the design development with the Architect, Engineer, City staff, Community Groups and Contractors to identify the initial concept and scope of work and begin preparation of the plans and specifications.

Design investigation projects include:

- Roof Replacement and Exterior Paint for City Hall, Community Center, Police Department, Fire Station No. 6 (Engineers' Estimate TBD) – Preliminary improvement concepts include review of TPO or Acrylic roof replacement systems, exterior color palate selection.
- Sykes Ranch Park (Engineers' Estimate TBD) – Initial improvements concepts include a full size windmill (per City of Murrieta logo) sidewalks, lighting, and landscaping.
- California Oaks Sports Park (Engineers' Estimate TBD) – Initial concepts include new park lighting and security cameras, seating.

Jackson Avenue Bridge, City of Murrieta, CA

Construction Manager/Inspector during construction of the structural concrete support components of this 195' cast-in-place arch-culvert structure, consisting of six 24' wide arch cells that extend over Warm Springs Creek at the City of Murrieta's border with Temecula. This 12-month, \$7.3M project connects Murrieta's Jackson Avenue with Temecula's Ynez Road and replaced the existing "Arizona Crossing." Responsibilities included daily observation, documentation and digital recording of the erection of the concrete falsework and formwork, steel rebar installation, structural concrete placement, scheduling of concrete material sampling and testing, quality control monitoring and logging of concrete materials, pour dates, and laboratory test break results, organization of applicable RFI's, and submittals, concrete pour schedule review, and coordination with the design engineer, City Project Manager and City Engineer.

Capital Improvement Projects, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Lead Construction Manager for this multiple project program of Capital Improvement Water and Recycled Water projects. The \$2.75M CIP program included five individual projects with more than 16,000' of 6", 8", 12" and 16" ductile iron distribution pipeline and associated water meters (included 1,509 new Automatic Reading Water Meters), 1,500' of 4" PVC recycled waterline with 3,500 sprinkler heads, replacement of inoperative and broken gate valves at four intersections, and the interconnection of two water pressures zones. Responsible for organizing and conducting pre-construction meetings, setting up the document control system and getting the construction inspection team ready to begin work.

AMI Phases II & III and DCU Poles, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Construction Manager for this \$4M Grant Funded Advanced Metering Infrastructure (AMI) Phases II & III and DCU Poles Projects. The project included three separate contracts for the installation of more than 46,000 new Aclara Water Meter Transmission Units (MTUs) and 11 Data Collection Unit concrete and wooden antenna poles to create an advanced meter data management system for the District via Aclara's proprietary network.

Plant 40 Pump Station Improvement, East Valley Water District, Highland, CA

Construction Manager/Inspector during construction of this \$817K pump station improvement project that included four vertical turbine pumps and motors, flow meters, instrumentation, telemetry and SCADA control system installation, electrical and lighting system improvements and structural steel canopy installation. Responsible for factory witness testing of the pumps and motors, approval of progress payments and change orders, inspection and documentation of the plant construction work, preparation of daily reports, photo documentation, recording and observation of pressure testing, chlorination and dechlorination, plant startup and commissioning.

Plant 137 & Live Oak Road Pipeline Replacement, East Valley Water District, Highland, CA

Construction Manager/Inspector for the installation of approximately 3,185' of 12" ductile iron waterline and appurtenances through the rocky foothills of a residential neighborhood. Construction of this \$717K project also included demolition of existing treatment train equipment and construction of facility site improvements at Plant 137. Responsible for daily observation, documentation and digital recording of the contractor's work, coordination and scheduling of material testing and quality control,

Bryan Tuschhoff, CMIT, QSP, PMP

Senior Construction Manager/Senior Construction Inspector



monitoring traffic control measures and documenting storm water BMP installation and maintenance, community relations and coordination with public utility agencies, attending bi-weekly progress meetings, assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, submittals and checking site safety procedures.

Sewer Main Construction, East Valley Water District, Highland, CA

Project Manager while also providing oversight of construction inspection services for construction of this \$300K onsite sewer improvement project located in the new residential housing tract (WS 0000 Tract #17681). Construction included installation, backfill, pressure testing and tie-in to existing facilities of 2,071' of 8" PVC sewer main line, construction of 14 sewer manholes, and installation of 64 new sewer service laterals. Responsibilities included coordination with the EVWD Project Manager, construction scheduling, budget management, review of daily construction reports and photographic documentation, traffic control and punch list completion.

Small Meter Replacement Project (Southwest District), Golden State Water Company, Los Angeles, CA

Project Construction Manager during the installation of over 5,000 new water meters ranging from ¾" to 2" throughout various communities. This \$700K project includes close coordination with operations and maintenance staff to schedule work of two contractors within the constraints of the billing cycles and meter reading routes. Construction inspection services included contract compliance, material management of owner provided meters and materials to two separate contractors, coordination with multiple City jurisdiction and management staff.

Utility Relocation, SbX - E Street Transit Corridor Bus Rapid Transit, San Bernardino Municipal Water District, CA

Construction Manager/Inspector for the water utility relocation portion of project. This \$191.7M rapid transit improvement project included 15.7 miles of new public transportation bus route through the downtown San Bernardino area. Responsibilities included inspection of the contractor's work for the relocation and/or replacement of existing water main pipeline, fire hydrants, commercial water meters, associated service laterals and appurtenances during alternating day and night work shifts. Duties included extensive daily coordination with SBMWD and the contractor to successfully execute water service interruptions and/or full water main shutdowns, chlorination, flushing and residual chlorine testing, bacteriologic sampling analysis, preparation of daily reports and photo documentation, preparation of tie-sheet record documents and creation of as-built drawings.

Paul Allison, CMIT

Senior Construction Manager/Senior Construction Inspector

Mr. Allison has more than 19 years of experience as a Construction Management professional, with extensive experience on large-scale water related projects. He has been responsible for quality assurance inspection of all aspects of construction from project startup, to project closeout and finalization. As an Inspector, he is diligent in assisting project teams to detect and resolve issues before they affect the construction or budget through comprehensive documentation and communication. As a Resident Engineer, he has been responsible for document control, weekly meetings, pay applications and change order processing. As a Construction Manager he is focused on collaboration through communication.

Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street, City of Garden Grove, CA

Senior Construction Inspector for the \$3M installation of storm drains from Gilbert Street and Imperial Avenue to Cannery Street and Garden Grove Boulevard. This project is primarily comprised of constructing approximately 4,000' of storm drain and consists of: furnishing and installing 60", 48" and 36" dia. polypropylene pipe storm drain construction; sheeting, bracing and extensive shoring; dewatering; traffic control; furnishing/installing trench backfill with ¾" rock; constructing catch basins and local depressions; constructing manholes and junction structures; cross connections; removing existing and constructing approximately 480' of sewer line; constructing new sewer manholes with Sancon 100 lining; removing and reconstructing 4" sewer house laterals; removing existing and constructing new 280' of 12" PVC water line; water services replacement; cold mill existing AC approximately 41,000 sf to a depth of 2" deep; furnishing and installing aggregate base and asphalt paving; adjustment of utility covers to finish grade; reestablishment of centerline ties and survey monuments. Inspection duties include daily reports and photos, maintaining photo log, verification of quantities for monthly payments, public outreach, installation verification, track personnel, equipment and working hours, inspect and monitor traffic control measures, inspect and monitor SWPPP installations.

Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks, City of Garden Grove, CA

Senior Construction Inspector for the \$3.8M street rehabilitation projects throughout the City. Streets under construction were: Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; traffic striping; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

Edgewater Sewer Lift Station Project, City of Huntington Beach, CA

Senior Construction Inspector for this \$4.2M project which consists of the abandonment and demolition of an existing sewer lift station, and the installation of a new 1000 gpm submersible sewage lift station and force main. The project includes the construction of new gravity sewers, storm drain, and watermain, as well as curb, gutter, sidewalk and AC paving

Saddle Crest Pipeline/Saddle Crest Reservoir and Booster Pump Station, Trabuco Canyon Water District, CA

Construction Manager on two concurrently performed jobs. The first phase consisted of approximately two miles of 8" PVC and HDPE sewer and water lines installed in a new housing tract. The second phase consisted of a new 1.5 MG welded steel reservoir and booster pump station with a fully integrated SCADA system and a new pump house. Responsible for all aspects of Client and Contractor Coordination as well as scheduling, budget, and payments to the contractor and the CM.

Phase 2 Recycled Water Expansion Project, El Toro Water District, CA

Resident Engineer/Field Inspector that provided construction management and inspection services for this project. The project consisted of approximately 25,000' of 4", 6", 10" and 12" purple PVC pipe and was constructed in two phases simultaneously by

Experience

19 years

Education

BS (in progress), Construction Management, California State University, Long Beach

Micro-tunneling Risk Management and Ground Improvement Short Courses, Colorado School of Mines

Certifications

Construction Manager-in-Training (CMIT), Construction Management Association of America

Certified Public Infrastructure Inspector (CPII), American Public Works Association (APWA)

Certified NASSCO CIPP Inspector

ICC, Structural Steel and Welding Inspector

Certified Welding Inspector (CWI-QCI 96), American Welding Society

Qualified SWPPP Practitioner (QSP), CASQA

ACI, Level I Technician Concrete

OSHA 30-hr and Confined Space

Paul Allison, CMIT

Senior Construction Manager/Senior Construction Inspector

different contractors in separate areas of the Laguna Woods Village Retirement Community. Constructed entirely on residential streets, the contractors maintained access to residents at all times and were required to provide access for emergency vehicles within a three minute time limit. The District conducted a massive community outreach plan which was very successful but still required daily interaction to address resident's questions, comments and complaints. The stated goal of the project was "to get more compliments than complaints" and this goal was successfully achieved.

Alternate Raw Water Transmission Line, Trabuco Canyon Water District, CA

Resident Engineer/ Inspector provided construction management and inspection services for this federally funded project consisted of approximately 5,000' of 10" and 12" PVC pipe. This pipeline was constructed along an environmentally sensitive creek in an existing Orange County recreational path. Heavily used by cyclists, pedestrians and equestrians, the path was always required to be kept open and safe. Access and working hours were strictly limited. The rest of the project completed in City streets with strict traffic control guidelines and limited working hours. Responsibilities included setting up and maintaining the electronic document control systems and monitoring and verifying all aspects of the work. Processed submittals, change orders, and RFI's, verified and documented all changes and extra work, completed daily and photo inspection logs and processed monthly pay applications.

San Juan Creek 30" Effluent Transmission Main Replacement, Moulton Niguel Water District, CA

As the Resident Engineer and Inspector, provided construction management and inspection services for this federally funded micro-tunneling project. This project installed 300' of 60" steel cased micro-tunnel under the San Juan Creek. The greatest challenge of the project was the installation of the 80' deep jacking and receiving shafts. A 36" diameter PVC pipe was installed, grouted in place and connected to the existing outfall piping. Responsible for all aspects of construction management including inspecting, documenting the work, communicating with stakeholders, conducting progress meetings, and coordinating shutdowns. Set up and maintained the electronic document control system, processed all submittals RFI's and change orders, and processed payments to the contractor. Project stakeholders included Moulton Niguel Water District, Santa Margarita Water District, City of San Juan Capistrano, Calle Perfecto Business Park, Orange County Flood Control and Public Works, Orange County Transit Authority, Orange County Rail Authority, and US Army Corps of Engineers.

Capital Improvement Program and On-Call Services, Elsinore Valley Municipal Water District, CA

Lead Inspector that provided inspection services for the multi-contract CIP and on-call services to improve water, wastewater and recycling facilities. Responsibilities included inspection of well and reservoirs, pipelines, trunk sewers, micro-tunneling and boring, water and sewer mains. Also provided services for water, sewer and recycled waterlines for new housing tracts, pump stations, sewer lift stations and treatment plants. Inspected work quality and materials and verified the contractor's compliance with plans, specifications, and standards. Monitored extra work, verified T&M tickets, approved field changes and provided evaluations of cost and time for contractor change orders. Certified all the inspection reports for the team, compiled and managed the inspection files, and provided progress reports for construction and installation status.

Santa Ana River Interceptor Relocation and Realignment, Orange County Flood Control District, Yorba Linda, CA

Lead Inspector over a team of five Inspectors who provided quality assurance inspections for the project including a flow control facility and five miles of 54" fiberglass (FRP) pipe installed with open cut and pipe-jacking methods. The team verified that the work was being performed according to specifications and documented delays or other impacts to the project's schedule. The project contained 2,500' of slurry-based micro-tunnel with deep manholes, two river crossings and the longest compound curve in North America at the time. The pipeline segment included the installation of an inverted siphon with three 30" HDPE pipes. The project took place in the Featherly County Park where several endangered and protected species of birds impacted the work. Stakeholders included Orange County Flood Control District, Orange County Sanitation District, Orange County Public Works, Orange County Parks, Santa Ana Watershed Project Authority, the Army Corps of Engineers and Caltrans.

Lakeshore Trunk Sewer-North Reach, Elsinore Valley Municipal Water District, Lake Elsinore, CA

Lead Inspector for over three miles of new PVC-lined concrete pipe installed with traditional and slurry-based micro-tunneling methods (2/3) and open cut methods (1/3). This project involved a tunnel installation next to a senior center and retirement community, which involved constant interaction with the residents and property managers. A new entryway and exit were built to maintain safe access for residents at all times, as well as control noise and other construction nuisances.

Freeport Regional Water Authority Segments 3 and 4, Elk Grove, CA

QA Inspector provided inspection services for over one mile of 66" and five miles of 72" new concrete-lined steel water pipe, including one flow control facility, a surge control facility, a terminal weir structure and associated appurtenances. Inspected and verified the contractor's compliance with plans, specifications, and standards, monitored extra work, and verified T&M tickets.

Paul Allison, CMIT

Senior Construction Manager/Senior Construction Inspector



Otay Mesa Power Plant, City of San Diego, CA

Quality Control Inspector/Concrete Technician that provided welding, structural bolting and concrete sampling inspection services for structural steel and cast-in-place concrete for a new gas turbine power plant. Maintained project inspection reports and verified that materials on site were in accordance with the specifications.

High Meadow Ranch Offsite Water Line, Lakeside Water District, Lakeside, CA

Quality Control/Non-Destructive Testing Inspector for 5,000' of new 24" concrete-lined water pipe for a new housing development for Lakeside Water District. Responsible for welding inspection, non-destructive testing, grouting, and backfill inspection of a high pressure water line in an area with extremely difficult access due to the steep slopes and lack of roads.

Aircraft Rescue and Fire Station at Marine Corps Air Station, San Diego, CA

Quality Assurance Inspector for structural steel elements for a new fire station for the California Department of General Services and the US Marine Corps.

Moreno Lakeside Pipeline, San Diego County Water Authority, CA

Quality Assurance Inspector for five miles of new 60" concrete-lined steel water pipe, including two flow control facilities, two tunnels and associated appurtenances.

Pipeline #3 Relining, San Diego County Water Authority, CA

Quality Assurance Inspector for five miles of existing 60" concrete lined steel water pipe, relined with welded steel liners and concrete.

Encino Reservoir Water Quality Improvement Project, Los Angeles Department of Water and Power, Los Angeles, CA

Quality Control/Non-Destructive Testing Inspector for a new pump house for the water treatment facility and new piping systems for reservoir fill level control. The project also included a chlorination building made of pre-fabricated metal.

Los Angeles Regional Transit Metropolitan Center, Caltrans and California DGS, Los Angeles, CA

Non-Destructive Testing Inspector/Ultrasonic Tester for structural steel for the new earthquake resistant transit center for Caltrans and the California Department of General Services.

Catalina Pump Station, San Diego Water Authority, CA

Provided inspection services for a new pump house, a new power house and related piping systems. The pump house was a pre-fabricated metal with a metal roof.

Black Mountain Road Reclaimed Water Pipeline, San Diego County Water Authority, CA

Quality Control/Non-Destructive Testing Inspector for four miles of new 36" concrete-lined steel water pipe for reclaimed/irrigation water.

Pat Shen, QSP

Senior Construction Inspector



Mr. Shen has over 20 years of construction management, construction inspection and architectural experience on a vast array of city CIP construction projects. Recently his project experience has focused on city related CIP and public works projects that include pipeline installation, traffic signal installation, interconnects, parks and related projects. Pat also brings development experience having served as a Field Inspector and Construction Manager for a contractor on numerous commercial and medium-density housing projects. His duties encompassed field surveys, bid analysis, code research, specifications, cost estimates, contracts, site safety, weekly and technical reports, progress payments, change orders, punch lists, and mediation and arbitration hearings. In addition to his extensive construction inspection experience, Pat brings drafting and design development experience in architectural and structural engineering.

Experience

20 years

Education

BA, Architecture, University of Arizona

Certifications

Water Distribution D-5, DHS #8071

ACI Concrete Technician, Grade 1

OSHA 40-Hour HAZWOPER

Certified Public Infrastructure Inspector

La Bonita Street Storm Drain Improvement Project, City of Garden Grove, CA

Senior Construction Inspector for this \$1.1M storm drain improvement project along La Bonita Street and Shirley Street, from Westminster Avenue to Anabel Avenue. The improvements included construction of storm drain pipes, catch basins, and removal and replacement of concrete cross gutters. Inspection duties included DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street, City of Garden Grove, CA

Senior Construction Inspector for the \$3M installation of storm drains from Gilbert Street and Imperial Avenue to Cannery Street and Garden Grove Boulevard. This project is primarily comprised of constructing approximately 4,000' of storm drain and consists of: furnishing and installing 60", 48" and 36" dia. polypropylene pipe storm drain construction; sheeting, bracing and extensive shoring; dewatering; traffic control; furnishing/installing trench backfill with ¾" rock; constructing catch basins and local depressions; constructing manholes and junction structures; cross connections; removing existing and constructing approximately 480' of sewer line; constructing new sewer manholes with Sancon 100 lining; removing and reconstructing 4" sewer house laterals; removing existing and constructing new 280' of 12" PVC water line; water services replacement; cold mill existing AC approximately 41,000 sf to a depth of 2" deep; furnishing and installing aggregate base and asphalt paving; adjustment of utility covers to finish grade; reestablishment of centerline ties and survey monuments. Inspection duties include daily reports and photos, maintaining photo log, verification of quantities for monthly payments, public outreach, installation verification, track personnel, equipment and working hours, inspect and monitor traffic control measures, inspect and monitor SWPPP installations.

Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks, City of Garden Grove, CA

Senior Construction Inspector for the \$3.8M street rehabilitation projects throughout the City. Streets under construction were: Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; traffic striping; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

Various Residential Street Pavement Rehabilitation, City of Garden Grove, CA

Resident Inspector for this \$2M street rehabilitation project, full section removal, concrete work replacement, Section was 5" Cement Treated Base, 2.5" base course and 1.5" ARHM. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk through and close out.

Magnolia Street Rehabilitation, City of Garden Grove, CA

Senior Construction Inspector for a \$3.1M one-mile roadway rehabilitation project with local funding on Magnolia Street from Garden Grove Boulevard, crossing under the SR-22 Freeway to the end of the off ramps. Project features included traffic signals and ADA ramps at Magnolia and Trask intersection, coordination with Caltrans for work under SR-22 freeway, installation of 2" - 96" diameter stainless steel pipes of about 150' for storm water retention which were connected to sump pumps near the low point at the freeway, dig outs for full section rehabilitation, used 5% cement treated base which included grinding and mixing of the old roadway asphalt, concrete medians, driveways, sidewalks and ADA ramps. Duties included pre-construction photos, daily

Pat Shen, QSP

Senior Construction Inspector



inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk through and close out.

Chapman Avenue Pavement Reconstruction, City of Garden Grove, CA

Senior Construction Inspector during a \$2.4M pavement reconstruction project through a major arterial and several cross streets in the City. Duties include pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, participating in weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, negotiating and managing change orders, and monitoring schedules.

Knott Street Improvements, City of Garden Grove, CA

Senior Construction Inspector for this \$2.2M roadway rehabilitation project. Project included FHWA federal funding requirements with Caltrans local oversight. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules.

Sidewalk Repair for Handicap Access I-135, City of Torrance, CA

Senior Construction Inspector on this \$1.5M project that repaired damaged sidewalks, curb and gutter, driveway approaches and handicap curb ramps. Additional inspection work included tree root pruning and tree removal and replacements. Project funding included CDBG funds. Duties included inspecting the contractor's work, documenting the work via daily reports and digital photography and ensuring quality control.

2014/15 Annual Sewer Rehabilitation Project, City of West Hollywood, CA

Provided resident inspection annual sewer rehabilitation of older sewer lines within a section of West Hollywood as part of its annual rehabilitation program. The work consisted of Cured in Place Pipe CIPP (Slip Lining) of older VCP sewer lines up to 6" diameter. Quantity of pipe rehabilitated totaled less than 1,000'. Project included night work, review of video, tracking quantities and noting any anomalies in the video that would be brought to the attention of the City Project Manager for review and acceptance.

Sewer Replacement Project, City of Seal Beach, CA

Construction Inspector for \$1.2M project for replacement of approximately 150' of 36" sewer pipe and clean-up of existing contaminated soil. Work included jacking pit, 20' depth, boring under roadway section of Lampson and Seal Beach Boulevard. Work also included removal of contaminated soil from nearby fueling station, backfill with suitable fill to bring back up to grade.

Moody Street Sewer Relocation Project, City of Cypress, CA

Construction Inspector for a sewer relocation project for the City of Cypress. The work involved relocating two sewers on Moody Street and included traffic control, excavating, trenching, saw cutting, bypass construction, pump setup, coring, shield and shoring setup, concrete removal, manhole connections, removing VCP and old sewer main, installation of new VCP, pipe deflection, ductile iron pipe at the crossing, slurry backfill, bypass removal and paving.

Inspection of Various Federal and State Funded Projects, City of West Hollywood, CA

Construction Inspector for assignments which encompassed street rehabilitation, street improvements, aesthetic improvements, safety improvements, traffic improvements, ARHM asphalt paving, lime treatment, grinding, traffic signals, interconnects, curb and gutter, sidewalks, decorative paving, bus pads, bus stop improvements, street lighting, ADA ramps, SWPPP, BMPs, NPDES, sewer repair and rehabilitation, landscaping and irrigation. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules. Projects included:

- Santa Monica Boulevard from Doheny to San Vicente one side grind and overlay ¾ mile
- Fairfax from Santa Monica Boulevard to Fountain full grind and overlay 1600'
- San Vicente from Melrose to Santa Monica Boulevard full grind and overlay 1500'
- Local Residential Street grind and overlay approximately two miles
- Local Roadway replacement with ARHM, lime treatment, grinding and overlay 800'

La Brea Avenue Streetscape Improvement, City of West Hollywood, CA

Construction Inspector for streetscape project that involved 5,729 sf of new green space using drought tolerant plantings, 40 new street trees, medians, planted tree well, parkways designed as infiltration planters and 21 new blue pedestrian level street lights

Pat Shen, QSP

Senior Construction Inspector

along La Brea Avenue on the three-block segment from Fountain Avenue to Romaine Street. The work consisted of pavement preparation, street resurfacing, cold milling, pavement striping and markings, bus pad installation, loop replacement, adjustment of manhole frame and utility cover to grade, and installation of a pedestrian signal.

On-Call Public Works Inspection Services, City of San Juan Capistrano, CA

Construction Inspector for this on-call project that included asphalt paving, storm drains, concrete sidewalks, curb and gutter, street lighting, traffic signals, water lines and sanitary sewers. Inspected the work of the various contractors, documented work via daily reports and job photos, ensured quality control, verified quantities, and coordinated with employees of the City of San Juan Capistrano engineering and maintenance departments to ensure successful projects.

CIP and Land Development Projects, City of Irvine, CA

Senior Construction Inspector that provided daily inspections in support of the City of Irvine CIP and Land Development programs. Projects included grading, street paving, slurry, flatwork, landscaping, irrigation, street lights, traffic signals, storm drainage pipe and structures. Prepared daily reports for all projects including manpower, quantities, equipment, activities, items of work and subcontractors on site. Also managed CCO's, quantity calculations and construction issues.

Joint Transmission Main Reach 7 Permanent Repair, Cities of Dana Point / Laguna Niguel, CA

Construction Inspector to the South Coast Water District for this \$3.2M pipeline project. The work included grading, excavating, dewatering, installing 5,400' of 36" CML&C, cast-in-place concrete vault, valves, fittings, blow-off assemblies, hatches, sump pump, instrumentation, telemetry, RTU, cathodic protection, anode well, electrical work, pressure testing and disinfection.

Lincoln Water Line Upgrade, City of Cypress, CA

Construction Inspector to the City for this project which included replacing 1,400' of 12" DIP, tying into an existing water system, potholing, saw cutting, trenching, fire hydrants, service connections, tying over fire services, cutting and abandoning the old main, t-cutting and paving, slurry sealing, sidewalk and parkway restoration, and testing and start-up.

Cesar Ramirez, EE

Senior Construction Inspector

Mr. Ramirez is a Civil Engineering professional with over 25 years of construction and inspection expertise as well as budgeting, planning, inspection and staff management experience. He is versatile and very capable at providing inspection for every type of construction and has spent most of his career on projects throughout Southern California. Cesar's experience includes numerous CIP projects including traffic signal upgrades, landscape, street and roadway rehabilitation, water and sewer lines, wells, and pressure reducing stations, and parks. His roadway experience includes rubberized asphalt, cement paving, base paving, recycled asphalt base, aggregate base, lime-treated and cement treated base, medians and intersections. He is well versed in Caltrans, Greenbook and other regulatory standards, plus he understands the recordkeeping requirements and tasks to comply with the various state and federal funding requirements. Cesar has provided inspection and record keeping for numerous FHWA Federally funded projects.

Experience

25 years

Education

Santo Tomas de Aquino University,
BSCE

Certifications

Water Distribution D1

Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks, City of Garden Grove, CA

Senior Construction Inspector for the \$3.8M street rehabilitation projects throughout the City. Streets under construction were: Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; traffic striping; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

Magnolia Street Rehabilitation, City of Garden Grove, CA

Senior Construction Inspector for a \$3.1M one-mile roadway rehabilitation project with local funding on Magnolia Street from Garden Grove Boulevard, crossing under the SR-22 Freeway to the end of the off ramps. Project features included traffic signals and ADA ramps at Magnolia and Trask intersection, coordination with Caltrans for work under SR-22 freeway, installation of 2" - 96" diameter stainless steel pipes of about 150' for storm water retention which were connected to sump pumps near the low point at the freeway, dig outs for full section rehabilitation, used 5% cement treated base which included grinding and mixing of the old roadway asphalt, concrete medians, driveways, sidewalks and ADA ramps. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk through and close out.

Knott Street Rehabilitation, City of Garden Grove, CA

Senior Construction Inspector for \$2.2M roadway rehabilitation project. Improvements consisted of FDR reclamation and cement treatment, full depth asphalt replacement, replacement of curb and gutter, bus pad and handicap ramps, installation of video detection system, traffic signal detector loops, and installation of irrigation and landscaping. Project included FHWA federal funding requirements with Caltrans local oversight. Duties included pre-construction activities, permits, administering the contract, inspecting the work of various contractors, documenting the work via daily reports and digital photography, ensuring quality control, verifying quantities, conducting weekly progress meetings, processing control documents such as RFI's, submittals, progress payments, certified payrolls, negotiating and managing change orders, providing field fixes to design issues and monitoring schedules.

Valley View Street Improvements, City of Garden Grove, CA

Senior Construction Inspector for \$250K of street work that included full depth asphalt replacement, cement treatment base, curb and gutter, handicap ramps, irrigation and landscaping.

Lakewood Boulevard Street Improvements, City of Downey, CA

Senior Construction Inspector for the construction of right turns, traffic signals, relocation of So Cal Edison poles, relocation of water lines, new street light poles, curb and gutter, cold-milling and overlay of existing lanes, and striping. Responsibilities included performing daily inspections, administering contract documents, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, generating final punch lists and monitoring the contractor's schedule. Other duties involved documenting the work via daily reports including City's excel forms and digital photography, and coordinating with various agencies, utilities and residents.

Doran Street Rehabilitation, City of Glendale, CA

Senior Construction Inspector for \$2.5M roadway rehabilitation project for about one mile on Doran Street (two lanes) from Brand Avenue to Adams Street. Project features include four intersections with new traffic signals, ARHM paving, type 2 slurry seal on

Cesar Ramirez, EE

Senior Construction Inspector

side streets and adjustment to existing manholes and water meters to finish grade. Project also included improvements on Jackson Street from Doran to Monterey and 300' ADA ramps at the intersections of Jackson Street and Kenwood Place. Part of the project included FHWA funding and record keeping requirements for daily inspection reports, progress payment quantities and employee interviews. Duties included pre-construction photos, daily inspection reports, weekly statement of working days, quantity calculations, RFI's, coordination with materials testing firm, job site photos, as-builts, final walk through and close out.

Street Pavement Maintenance and Rehabilitation, City of Corona, CA

Provided construction inspection during the \$2.9M street improvements with grind and overlay on four major arterials including Lincoln Avenue, Main Street, Hamner Avenue and River Road.

Multiple City Projects, Southern CA

Construction Inspector with duties that included daily inspections, administering contract documents, upholding code requirements, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, coordinating with various agencies, utilities and residents, generating final punch list, ensuring traffic control, monitoring the contractor's schedule, maintaining public relations, documenting the work via daily reports including ARRA and Transportation Manual excel forms and digital photography. Projects included:

- City of Compton, ARRA Rehabilitation Project for Greenleaf Boulevard and Santa Fe Avenue – Included 1,145,200 sf existing asphalt ground, 2,944 tons of leveling course, 9,202 tons of ARHM, R/R of wheel chair ramps, C/G, sidewalks and deco-crosswalks
- City of Compton – ARRA project for the traffic light signals upgrading on 80 intersections in the City
- City of Norwalk, Norwalk Park Well – Construction of wellhead facilities and 2,500' of 12" DIP

City Street Light Upgrade, City of Corona, CA

Provided construction inspection during the \$3M replacement of inefficient, high pressure sodium street lights with new LED street lights, as well as installing a lighting control system that will be used for proactively maintaining street lights. Approximately 8,000 streetlights throughout the City were replaced in four phases over a six-month period. Inspection occurred at several sites in one shift with up to six contractor crews working throughout the City. The project was funded by special district property taxes that can only be used for street light operation and maintenance, as well as Gas Tax revenues.

Various Water Related CIP Projects, Southern CA

Construction Inspector responsible for performing daily inspections, administering contract documents, upholding code requirements, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, coordinating with various agencies, utilities and residents, generating final punch lists, ensuring traffic control, monitoring the contractor's schedule, maintaining public relations and documenting the work via daily reports and digital photography. Projects included:

- City of Ontario – Installation of 17,440' of 24" CML/C pipe and 5,350' of 42" CML/C pipe, including boring operations under 60 freeway, Mission and Guasti Avenues railroad tracks
- City of Ontario – Construction of two pressure reducing stations
- Jurupa Community Services District – Installation of sewer lines, water mains and 1" copper services for 30 new tracts
- GSWC, West District, Gardena – Construction of two 1.5 MG steel tanks and yard piping including grading and footings

Construction Inspector, Various Locations, CA

As Construction Inspector responsibilities included daily inspections, administering contract documents, upholding code requirements, conducting weekly progress meetings, processing submittals, request for information and clarification, change orders and progress payments, coordinating with various agencies, utilities and residents, earthwork calculations, generating the final punch list and monitoring the contractor's schedule. Maintained documentation of the work via daily reports, construction forms and digital photography. Projects included:

- City of San Juan Capistrano – Directional drilling construction of a 14" HDPE pipe under the San Juan Capistrano River
- City of San Juan Capistrano – On-call inspection for several CIP projects
- City of West Hollywood – La Cienega Boulevard and Melrose Avenue street paving

Public Work Projects, Orange County, CA

Construction Inspector that performed daily inspections, administered contract documents, upheld code requirements, conducted weekly progress meetings, processed submittals, RFI's and RFC's, change orders and progress payments, coordinated with agencies, utilities and residents, completed final punch lists, monitored construction schedule and documented the work via daily reports with City forms and job photos. Select projects included:

- City of Huntington Beach – Construction of a sewer lift station and 2,300' of 8" force main replacement
- City of Lake Forest – Overlay with asphalt, various residential streets

David Valenzuela, EIT

Senior Construction Inspector

Mr. Valenzuela is an experienced field engineer and construction inspector and has served on a variety of projects that include City and Public Agency facilities, street improvements, site infrastructure and pipelines. David's experience includes project management, project engineering, administration, cost controls, SWPPP inspection and field inspection. He communicates effectively to all members of a project team including the contractor, owner representatives and other consultants. He is able to create and evaluate detailed reports for budgets, cost analysts, change orders, submittals, RFI's and schedules. David's thorough understanding of construction processes enables him to be a valuable member of the team.

Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street, City of Garden Grove, CA

Senior Construction Inspector for the \$3M installation of storm drains from Gilbert Street and Imperial Avenue to Cannery Street and Garden Grove Boulevard. This project is primarily comprised of constructing approximately 4,000' of storm drain and consists of: furnishing and installing 60", 48" and 36" dia. polypropylene pipe storm drain construction; sheeting, bracing and extensive shoring; dewatering; traffic control; furnishing/installing trench backfill with ¾" rock; constructing catch basins and local depressions; constructing manholes and junction structures; cross connections; removing existing and constructing approximately 480' of sewer line; constructing new sewer manholes with Sancon 100 lining; removing and reconstructing 4" sewer house laterals; removing existing and constructing new 280' of 12" PVC water line; water services replacement; cold mill existing AC approximately 41,000 sf to a depth of 2" deep; furnishing and installing aggregate base and asphalt paving; adjustment of utility covers to finish grade; reestablishment of centerline ties and survey monuments. Inspection duties include daily reports and photos, maintaining photo log, verification of quantities for monthly payments, public outreach, installation verification, track personnel, equipment and working hours, inspect and monitor traffic control measures, inspect and monitor SWPPP installations.

Euclid Street/Garden Grove Blvd/Woodbury Avenue Rehabilitations and Palmwood Sidewalks, City of Garden Grove, CA

Senior Construction Inspector for the \$3.8M street rehabilitation projects throughout the City. Streets under construction were: Euclid Street, from Chapman Avenue to Katella Avenue; Garden Grove Boulevard, from Brookhurst Street to Nelson Street; and Woodbury Road, west of Harbor Boulevard. To facilitate construction work, traffic on Euclid Street and Garden Grove Boulevard was reduced to one lane. The improvements consisted of the removal and construction of uplifted median curbs, gutter, sidewalk, and wheelchair ramps; traffic striping; raised pavement markers; and asphalt concrete base and surface. The work resulted in an improved roadway surface and minimize maintenance efforts. On Palmwood Drive, from Patricia Drive to Vegas Way, improvements consisted of constructing a 4' wide sidewalk on both sides of the street. Inspection duties include DIR's, photo records, coordination with project manager, traffic control, Weekly Statement of Working Days, RFI's, progress payments and quantity takeoffs.

On-Call Inspection Projects, Elsinore Valley Municipal Water District, CA

On-Call Inspector for Elsinore Valley Municipal Water District developer projects. Responsibilities consisted of inspection of water and sewer installation and modifications for compliance with District standards and specifications. Specific projects included:

- 1467 Zone Pipeline Phases 3 & 4: Responsibilities consisted of inspection of 1800' of 20" and 4500' of 16" Ductile Iron Pipe for compliance with Elsinore Valley Water District design standards and standard drawings. Determined acceptability of material submittals based on District design standards and acceptable materials list. Produced daily inspector reports. Reviewed and confirmed quantities for processing of monthly pay applications. Tracked and recorded as-built information.
- EVMWD 7 CIP: As the Office/Field Engineer, responsibilities consisted of interpreting design/drawings and specifications. Researched and recommended resolutions to drawing interpretation problems, conflicts, interferences and errors. Reviewed contractor submittals, RFI's, and pay applications for conformance and accuracy. Managed the submittal and RFI process electronically. Verified all completed work complied with applicable codes, drawings, and specifications. Prepared and disseminated all required documentation records such as status reports, punch lists describing working items to be done, sketches of work already completed, material requirement calculations, etc., to supervisor. Provided technical support and direction of project material control functions including implementations and operation of maintenance program. Prepared drawings and sketches to support construction work, change orders,

Experience

19 years

Education

Construction Management, University of CA, Los Angeles

BS, Civil Engineering; California State Polytechnic University, Pomona

AS, Mathematics, Mount San Jacinto Community College

Registrations

Engineer-In-Training No. 162000

OSHA 30 Certified

Qualifications

Hec-Ras, ENERCALC Structural Design and Analysis Software, SAP2000

David Valenzuela, EIT

Senior Construction Inspector



estimates, etc. Represented company, project and/or department during client and project management meetings.
Monitored personal safety and that of fellow employees by following company health and safety guidelines and policies.
Performed additional assignments per supervisor's direction. Maintained as-builts.

San Jacinto RWRP Title 22 and Plant 2 Upgrade Project, Eastern Municipal Water District, CA

Additional tertiary treatment facilities for a capacity of 14.9 MGD annual average (15.4 MGD maximum per month), including a new pump at the existing filter influent pump station, two new flocculation basins with rapid mixing chamber, new tertiary filters, a new tertiary chemical building with alum and polymer systems (replaces the temporary chemical facility installed on the Emergency Filter project), one chlorine contact basin, a new utility water pump station, a new tertiary effluent pump station, a new effluent pump station electrical building, and tertiary effluent reservoir (ponds). The Plant 2 Facilities Project includes primary and secondary treatment and solids handling units expansion to 14.0 MGD annual average (15.4 MGD maximum per month). Responsibilities consisted of assisting Resident Engineers with weekly and monthly construction progress reports, processing of RFI's, shop drawing submittals and updating as-built information. Supported the review of weekly logs to assist the Construction Manager with contractor's schedule updates, and processed TIA's. Performed daily walk of project site and take photos to be used in reporting.

Noble Water Storage Tank No. 2 and Transmission Pipeline, Beaumont Cherry Valley Water District, Riverside County, CA

Project Manager for this project which alleviated the need for increased storage capacity to satisfy system demands created by near term development activity improvements included constructing a 2 MG Steel Storage tank at a high water level of 3040', constructing approximately 2,800' of 20" Ductile Iron Pipe transmission main, abandonment and demolition of the existing original Noble tank concrete pad located southerly of the existing Noble Tank No. 1 to make space for Noble Tank No. 2. Duties included ROW, existing utility research water line and storage tank design, specifications and engineer's estimate.

Various Projects, Eastern Municipal Water District, Riverside County, CA

In the maps and records department, served as a consultant where daily tasks included updating district GIS data per project revisions and new facilities currently in the process of construction. Maintained and updated EMWD as-built information, project mylars and GIS, based on project completion reports submitted by project inspectors. As a consultant for the maintenance department, assisted in producing accurate as-built electrical drawings for EMWD new and existing facilities. Drawings were produced using AutoCAD software, printed on mylar and scanned into district system.

Sewer Line Replacement Project, City of Hemet, CA

This \$8M capital improvements project included the replacement of approximately 825' of existing sewer mainline located in Central Avenue between Harvard Street and Buena Vista Street. Work performed included the removal of a portion of existing sewer main, abandonment of a portion of existing sewer main, installation of new 8" PVC sewer main, removal and replacement of existing sewer laterals, and removal of existing manholes and construction of new manholes. Performed Right-of-Way (ROW) and existing utility research associated with the design and construction of this sewer main replacement design. Drafted project specifications and provided engineer's estimate. Performed water system analysis. Produced flood plain management plans based on survey data obtained in the field. Completed structural analysis, calculations and plans.

Stetson Bridge Replacement Project, City of Hemet, CA

Resident Engineer on this \$1M project which consists of removing and replacing an existing two lane, two-way bridge, railing and approach barrier including slope protection and roadway approach reconstruction. Duties included tracking and maintaining project files, submittal reviews, inspections, processing change orders, progress payments and contract administration.

Riverside County Fire Department Administration Center Improvements, Riverside County Economic Development Agency, CA

As the Project Manager, managed and performed design processes for grading plans, developed WQMP and SWPPP documents, processed change orders, specifications, and provided engineer's estimate.

Cactus II Feeder, Eastern Municipal Water District, Riverside County, CA

ROW and existing utility research on this project which involved the construction of approximately 8,100 lf of 42" diameter welded steel (CML&C) pipe. The construction included two flow control turnout facilities. Construction also included installation of 1,700' of 36" pipeline along Perris Boulevard north of Alessandro Boulevard and the installation of 1,000' of 12", 1764 PZ distribution pipeline to accommodate turnouts and a pressure zone conversion.

Perris Fairground Sewer/Siphon Replacement, Eastern Municipal Water District, Riverside County, CA

ROW, existing utility research and sewer design.

Ramsey and Hargrave Street Improvement and Water Plan, City of Banning, CA

Street improvement design, prepare project specifications, water system design, ROW and utility research.

David Valenzuela, EIT

Senior Construction Inspector

Concrete Sewer Rehabilitation Program, City of South Gate, CA

As Project Manager for engineering services, provided engineering services for a three-year prioritized program for rehabilitation of the City's sewer system. This phase of the sewer rehabilitation was funded by a South Gate Water Authority \$30M bond issue and will encompass the repair, replacement, and rehabilitation of approximately 320,000' of concrete sewer pipe.

Central Avenue Sewer Main Replacement Plan, City of Hemet, CA

This \$300K project included the replacement of approximately 825' of existing sewer mainline located in Central Avenue between Harvard Street and Buena Vista Street. Work performed included the removal of a portion of existing sewer main, the abandonment of a portion of existing sewer main, installation of new 8" PVC sewer main, removal and replacement of existing sewer laterals, and the removal of existing manholes and construction of new manholes.

Various Capital Improvements Projects, Elsinore Valley Municipal Water District/Valley Sanitary District, CA

Office/Field Engineer for EVMWD and VSD. Performed project close-out for EVMWD Capital Improvement Projects. Produced contract record drawings, compiled and submitted all project deliverables. Performed project bid analysis for Valley Sanitary District Requa Interceptor Project. Performed contractor reference verifications, project quantity verification, produced project Resident Engineers Manual and produced bid item log comparing all contractor bids to be used in analysis.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Ana Pulido
Dept.: City Manager Dept.: City Manager
Subject: Consideration to adopt a Date: 2/25/2020
 Proclamation recognizing the
 Todd Anglin's Home for
 Children and their 15th
 annual gala celebration as
 requested by Council
 Member Kim Nguyen.
 (*Action Item*)

Attached for consideration is a proclamation recognizing the Todd Anglin's Home for Children as requested by Council Member Kim Nguyen.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	2/20/2020	Proclamation	2-25- 20_TODD_ANGLIN_15TH_ANNIV_PROC.pdf

Proclamation

Todd Anglin Home for Children 15th Anniversary

WHEREAS, In April 2005, 28-year-old Todd Anglin was so deeply moved by a television documentary about saving the lives of impoverished, abandoned, and neglected children in Latin America, that he said to his mother, Marie, "We need to take care of these children." Days later, Todd was tragically killed in a motorcycle accident; and

WHEREAS, Shortly after Todd's death, Marie Anglin, a teacher and lecturer at Orange Coast College, and Garden Grove resident, began the process of establishing a non-profit that would care for orphans in Nicaragua to honor the memory and wish of her son, Todd; and

WHEREAS, Making her first visit to the Third World country in December 2005, Marie located an abandoned facility in Nicaragua that could accommodate up to 15 orphans, many of whom were abandoned, abused, and poverty stricken street children, making several return trips to eventually obtain a larger facility; and

WHEREAS, Fifteen years later, the Todd Anglin Home for Children operates only with volunteers, and relies solely on donations and grants from the community to fund needed help for orphans in Nicaragua and Mexico, along with providing food and backpacks for children in underserved communities throughout Orange County; and

WHEREAS, On Saturday, February 29, 2020, the Todd Anglin Home for Children will celebrate their 15th Annual Charity event, "Seeds of Hope," to raise needed funds for their charitable endeavor.

NOW, THEREFORE, WE, the Garden Grove City Council, do hereby proclaim the 15th Anniversary of the Todd Anglin Home for Children, praise the selfless works of Marie Anglin, and encourage the community to participate in the Seeds of Hope event.

February 25, 2020